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8 September 2008

Dr Ross Patterson  
Telecommunications Commissioner  
Commerce Commission  
P O Box 2351  
WELLINGTON

Dear Ross

**DRAFT STANDARD TERMS DETERMINATION – MOBILE CO-LOCATION**

Please find enclosed Vodafone's cross submission on comments in response to the Commission's draft standard terms determination dated 25 July 2008, served pursuant to section 30K of the Telecommunications Act 2001, for the specified service described in the Act as "Co-location on cellular mobile transmission sites".

Vodafone confirms that its submission does not contain any confidential information.

If you have any queries in relation to Vodafone's submission, please feel free to contact me on 021 882 429.

Yours sincerely

A handwritten signature in blue ink, appearing to read "Richard J. Lee".

Vodafone New Zealand Limited

**VODAFONE NEW ZEALAND LIMITED  
SUBMISSION TO THE COMMERCE  
COMMISSION**



**Cross-submission on the draft Standard Terms  
Determination for the mobile co-location on cellular  
transmission sites service**

**8 September 2008**

## Introduction

1. Vodafone welcomes the opportunity to comment on submissions provided by other parties in response to the Commerce Commission's (**Commission's**) draft Standard Terms Determination (**STD**) for the mobile co-location on cellular transmission sites service (**Mobile Co-location Service**).
2. Vodafone is pleased that a number of parties within the telecommunications industry have made the effort to put forward a submission in response to the draft STD. Vodafone believes that this is an indication of the importance placed by the industry on the STD process for the Mobile Co-location Service, and we thank those parties for taking part in that process.
3. In this cross submission, Vodafone would like to make a number of general observations in relation to the submissions received by the Commission. In making these observations, Vodafone has kept in mind that the STD ought to balance the following:
  - ensuring competition can develop in mobile telecommunications without undue delay; and
  - ensuring the Mobile Co-location Service is specified in a way that does not unnecessarily harm the way in which Access Providers can meet their future roll-out plans or damage the existing quality of mobile services being provided to consumers. Further, it must ensure the service is provided in an efficient way so that the costs of providing it are not unnecessarily inflated.
4. This cross submission is structured so that it:
  - details Vodafone's views with respect to seven key areas arising out of the submissions. These are:
    - alignment of the industry on various key points;
    - interference management and design principles;

- Access Providers' future forecast requirements for their networks;
  - provisions relating to the mandating of Site Alterations on Access Provider networks;
  - service level terms;
  - measures relating to the operational and implementation timeframes;
  - various points made by NZ Communications (NZC) in its submission; and
- attaches a table of comments which provides specific comments relating to various clauses in the draft STD, as commented on by other parties.

## **Alignment of the Industry**

5. Vodafone notes that in relation to a number of provisions contained in the draft STD, several parties have in various instances expressed similar levels of support; similar concerns, and similar positions in relation to how such concerns should be addressed.
6. The submissions reveal that for several issues arising out of the draft STD, the industry is, for the most part, aligned in terms of how they wish to deal with such issues. In this cross-submission we have not sought to reiterate all parties' comments on all issues. However, we have outlined where parties have expressed similar views on various points.
7. It should be noted that many of the parties who have provided their submissions have done so from the perspective of both an Access Provider and an Access Seeker. Parties have generally expressed a desire to have an STD which is fair to both Access Providers and Access Seekers, and have recognised that due consideration should be given to the associated costs involved in providing the Mobile Co-location Service.
8. Vodafone believes that where several parties have expressed similar views on a particular point, this is a strong indication of how the industry is recommending to the Commission that the relevant issue be dealt with. It is also a strong indication that the position is reasonable and balanced.
9. More powerfully, for this STD process we have seen the industry unanimously agree a set of terms during the consultation conducted by the Telecommunications Carriers' Forum (TCF) during March 2008. In the same way as Vodafone recommended in our STP that these terms be incorporated into the draft STD, we recommend that in relation to those principles for which several parties are in agreement, these be reflected in the final STD.
10. In drafting the final STD, Vodafone therefore encourages the Commission to take into account submissions made by members of the industry which are aligned.

## Interference

11. Vodafone continues to believe that the maximum allowable level of loss in the Link Budget should be 0.5dB, as set out in Vodafone's STP and its subsequent submission.
12. Vodafone notes that in their submissions in relation to the maximum allowable level of loss in the Link Budget:
  - Woosh proposed a maximum allowable level of loss in the Link Budget of 0.5dB;
  - Telecom proposed a maximum allowable level of loss in the Link Budget of 0.5dB; and
  - TeamTalk proposed that the 0.2dB loss level for emergency services be extended to include "commercial communication services".
13. We note that in reaching its view in the draft STD that unacceptable performance degradation should not exceed 1.0dB, the Commission appears to have placed considerable reliance on ITU reports referred to by Kordia in its submission in response to Vodafone's STP. Vodafone further notes that in its most recent submission, Kordia has provided clarification that its proposal was only intended to apply to the receiver noise floor.
14. We also draw to the Commission's attention Vodafone's submission of 22 August, where we outlined that the maximum allowable loss in the Link Budget, based on the ITU-R Report M.2030, is 0.51dB. The correct application of this evidence would mean that the maximum degradation to the Link Budget that can result from Kordia's proposal, is 0.51dB.
15. It follows, therefore, that the evidence provided by Kordia also actually supports the recommendations provided by other parties in their submissions that the loss in the Link Budget should be set at 0.5dB.
16. Vodafone is therefore of the view that if the Commission were to select a maximum allowable level of loss in the Link Budget of anything above

0.5dB, this would be contrary to the views of the majority of the industry, and to international best practise as proposed by the ITU.

## **Access Provider Forecasting**

17. Vodafone continues to believe that there are sound policy reasons for seeking to ensure that access regulation does not compromise an Access Provider's current and reasonable forecast requirements for capacity on relevant facilities. We further believe that an Access Provider should be entitled to set aside spare capacity on its network in order to meet its own future forecast requirements. Vodafone believes that it is reasonable for an Access Provider to have forecast demands for capacity on Relevant Facilities for at least five-to-six years ahead of its actual full deployment. We demonstrated in our submission of 22 August the reasons why network lead times are of at least five years.
18. Vodafone notes that in their submissions in relation to Access Provider forecasting:
  - Woosh submitted that a period of a minimum of 3 years and a maximum of 5 years seemed reasonable for an Access Provider to reserve space for a future technology. Woosh also pointed out that a period of 5 years is consistent with the 'use it or lose it' provisions in the December 2007 spectrum auction; and
  - Telecom supported a period of five years for Access Provider forecasting, and pointed out that this is consistent with the five year 'use it or lose it' period applied by the Government to recent spectrum acquisitions.
19. Telecom, Kordia, Woosh and Vodafone have all expressed concerns with respect to allowing Access Seekers to temporarily make use of space that an Access Provider has reserved for its own use. In Vodafone's case, we proposed in our submission of 22 August an alternative way of addressing the concern that spare capacity not be left idle.
20. A number of parties have expressed similar views in relation to Access Provider forecasting, and in particular with respect to:
  - ensuring that Access Providers not be prevented from implementing future technologies;

- the need to align the Access Provider forecasting timeframe with timeframes set by the Government for spectrum auctions; and
- concerns in relation to the creation of “squatters’ rights”.

We urge the Commission to take into account such views in drafting the final STD.

## Site Alterations

21. Vodafone continues to believe that the draft STD is unclear in places in relation to Site Alterations which in turn creates the potential for disputes between parties. We therefore suggested amendments in our submission of 22 August, which make it clearer in which instances Site Alterations can be required, and how they will be implemented. Vodafone remains opposed to the inclusion of provisions in the STD that would enable an Access Seeker to “require” an Access Provider to alter its network sites against its own wishes. We are not aware of any other jurisdiction in which an Access Provider is required to make alterations of the type contemplated in the draft STD. We note that Telecom, together with Alcatel-Lucent, has researched cellular co-location regulations in several jurisdictions, and has not found any regulations that require Access Providers to minimise existing antenna infrastructure in order to reduce an Access Seeker’s deployment costs.
22. Vodafone notes that in their submissions in relation to Site Alterations:
- Woosh submitted that the “like for like” coverage requirement be reduced from an entitlement to a desirable outcome. Woosh further submitted that antenna minimisation is more of a solution for the occasional fill-in site, rather than a network build philosophy;
  - TUANZ submitted that the “like for like” coverage requirement may imply an obligation on an Access Seeker to make investments on each site sufficient to deliver coverage equivalent to the Access Provider. TUANZ submitted that the Access Provider alone cannot be responsible for the delivery of the Access Seeker’s like for like coverage, only for not obstructing it;
  - Telecom submitted that all references to antenna minimisation be removed, and that mast replacement, extension or revision should be the preferred option;
  - NZC proposed changes in relation to the way in which costs are shared; the way in which places for new antennas are assigned, and how any subsequent co-location rentals should be apportioned; and

- Kordia recommended amendments to the factors under which an Access Provider can reject an application (including the addition of a reference to the Civil Defence Emergency Management Act 2002), and the inclusion of a reference out to the dispute resolution provisions.
23. As Vodafone pointed out in our submission of 22 August, Site Alterations should be considered as a last resort and be exercised with extreme caution. In particular, we noted that antenna minimisation could potentially create significant coverage loss on existing networks. Several parties have also expressed their concerns in relation to the use of antenna minimisation technology. Vodafone urges the Commission to take into account such concerns in its drafting of the final STD. We also recommend that the drafting of the Site Alterations wording be made clearer in terms of whether Site Alterations are required, and in determining which type of Site Alteration should be used.
24. In relation to the “like for like” requirement, Vodafone outlined in its submission of 22 August that this should apply to operational processes, but should not be extended to a requirement for Access Providers to provide “like for like” coverage. This is partly because coverage is an outcome of the Mobile Co-location Service that is dependant on activities under the Access Seeker’s (and not the Access Provider’s) control. In their submissions, other parties have also voiced their concerns with a “like for like” coverage requirement on Access Providers, and Vodafone recommends the Commission take note of such views.

## **Service Level Terms**

25. Vodafone continues to support the enhancements to the service levels in the manner outlined in our submission of 22 August. However, Vodafone remains concerned about a number of things as expressed in that submission, including in relation to “double jeopardy” and the apparent ‘gold plating’ of the Mobile Co-location Service.
26. Vodafone notes that in their submissions in relation to Service Level Terms:
- Woosh submitted that as a small company it would have some difficulty supporting the expanded service levels. It said that the additional requirements are indicative of ‘heavy’ regulation. Woosh pointed out that the level of penalties suggested in the STD is not applicable in other regulated areas. Woosh said that it had signed up to the service levels as outlined in Vodafone’s STP. Woosh proposed revisiting the service level measurement points with a view to reducing the burden for reporting. Woosh submitted that the penalties be made consistent with other determinations (e.g., the 7% performance penalty). Woosh further said that the penalty regime must make allowance for the learning experience to be undergone during the soft launch period;
  - Telecom stated that an enhanced set of service levels will result in a more expensive service. Telecom further said that it could see no clear justification for the different approach that is being proposed in the draft STD, as compared to previous STDs; and
  - NZC commented that performance penalties need to be meaningful and reflect the adverse impact on the whole telecommunications market.
27. Vodafone notes that several parties have expressed their desire that only one (not both) of the performance penalty regimes set out in the draft STD should apply.
28. Vodafone also notes that a number of parties have expressed their concerns in relation to the expected increase in costs involved in the provision of the Mobile Co-location Service. Such costs will need to be

recovered through the Charges, which Access Seekers will have to pay. Vodafone believes there is a significant risk of service level 'gold plating' in the draft STD. If the level of penalties is increased, as suggested by NZC, then there is a risk of 'platinum plating'. The outcome will be that Access Providers will over-provision in relation to people and systems, to avoid service level failure. Vodafone urges the Commission to give due consideration to the resultant costs that will arise out of the stricter service level regime.

29. In addition, we think it is important that the Commission consider the degree to which gold plating of the Mobile Co-location Service will lead to an actual incremental increase in co-location.
30. Later in this cross-submission we address the comments made by NZC in relation to the use of national roaming as an alternative to the current performance penalty regime.

## Operational and Implementation Timeframes and Procedures

31. Vodafone remains of the view that a number of amendments proposed by the Commission in its draft STD are too onerous on Access Providers, and will not result in increased co-location. We believe that a longer timeframe for the soft launch, for example, would better meet the objectives of the Implementation Plan. We also continue to believe that the STD should adhere to the terms and principles agreed by the TCF, and should be consistent with previous STDs.
  
32. Vodafone notes that in their submissions in relation to operational and implementation timeframes and procedures:
  - Woosh submitted that the proposed speed of implementation is problematic, and suggested that a longer soft launch period be considered, during which relaxed penalties would apply. Woosh submitted that Access Seekers should provide forecasts 3 months in advance of a co-location request. Woosh stated that the database should be limited to towers only (excluding rooftops, buildings etc) and that 15 working days should be used to construct a database, with no penalties provided the database is limited to towers only. Woosh points out that the TCF agreed that the database categories should be as provided by Vodafone in its STP. Woosh also recommended that the multi site process be the subject of review following the soft launch period;
  
  - Telecom proposed that Access Providers and Access Seekers will need more time than that provided in the draft STD to meet the objectives of developing new systems and processes to deliver and test the service and systems. Telecom asked the Commission to take a pragmatic approach to setting delivery timeframes, including a proposal that the soft launch be time-based to remain consistent with previous STDs;
  
  - Kordia proposed some changes in relation to various sections relating to Applications; and
  
  - NZC proposed that the common format site database be maintained independently of the industry participants, with the management

provider being accountable to the Commission. NZC stated that it believes that this will be a mechanism which will simplify the STD document. NZC further submitted that third party engineers should be engaged by the Commission to ensure that standard site types are agreed before the STD regime is implemented (and simultaneously with the creation of databases).

33. Vodafone notes that a number of parties have expressed similar concerns in relation to the operational and implementation timeframes and procedures provisions in the draft STD. In particular, common concerns have been raised in relation to the extension of the scope of the common format site database, and the reduced timeframes for various aspects of the implementation, including the soft launch period. We note that no party expressly submitted in support of the shorter soft launch period contained in the draft STD. We further note that all parties who chose to comment on the soft launch period expressed a desire for a longer soft launch period. We encourage the Commission to take into account these common views in its drafting of the final STD.
34. Vodafone further notes that parties have expressed a common desire to remain true to the intent of, and principles agreed by, the TCF. The parties who took part in the TCF working party discussions recognised that there are real and practical issues which dictate how operational processes should be conducted. Vodafone encourages the Commission to adhere to those terms and principles which the TCF agreed to.
35. Vodafone believes that submissions made by other parties stress the need for the Commission to exercise care when seeking to tinker with different sections of the Operations Manual. The Operations Manual is a “sum of all parts” and it is dangerous to amend one part without giving proper consideration to the flow-on effects elsewhere in the suite of documents. This is especially relevant in relation to the end-to-end tasks. For instance, we believe that if Site Data Packs were to be left out of the end-to-end process, then this would result in a larger number of incomplete (and therefore failed) Full Site Applications, because none of the pre-work would have been undertaken which is designed to ensure that applications succeed.

36. The submission made by Tarantula.net discussed the benefits of an independent central online system for the implementation of the end-to-end co-location process in the draft STD. Tarantula.net draws heavily from its experiences in the UK and states that the UK context provides a clear precedent that a central co-location system has been implemented successfully since 2001. Tarantula.net states that an early adoption of an on-line co-location system will save considerable time and cost for all parties for the provision of the Mobile Co-location Service in New Zealand.
37. Vodafone thinks it is important that it be kept in mind that the TCF unanimously agreed that a *common format site database* be used. This is different to a *common site database*. In other words, the parties agreed that it was practical and sufficient that each Access Provider should have its own database, but that the database must conform to a common format. The TCF did not see a need to discuss the use of a centralised on-line system for the provision of the Mobile Co-location Service in New Zealand.
38. Vodafone would be concerned if a centralised on-line system was introduced to this STD without a proper cost/benefit analysis exercise being undertaken. It is not clear to Vodafone that the increased costs involved in the introduction of a centralised on-line system would outweigh the benefits which would be expected to accrue. In particular, Vodafone can see the benefit of a centralised on-line system in the UK where the number of cell sites (and therefore co-location applications) is much larger. Vodafone is not convinced that the drawbacks of a non-central offline system listed by Tarantula.net will necessarily eventuate in the current STD regime, and therefore we are not certain that the costs we can expect will be associated with a centralised on-line system are warranted. If the Commission is minded to develop the concept of a centralised on-line system, then Vodafone would urge the Commission to first carry out a comprehensive cost/benefit analysis exercise.
39. Vodafone would also expect that if the Commission did see value in introducing a centralised on-line system which was to be funded and used by the industry members, then naturally a competitive tender for the appropriate supplier should be undertaken. Conducting such a tender

process after the STD is finalised will likely greatly delay its development. It would be unfair on parties to expect them to tender before the STD is finalised as they would be unaware of the specific requirements that would need to be covered in developing any on-line database they were tendering to provide.

40. In summary, Vodafone is of the view that even if the Commission were to ignore the principle unanimously agreed by the TCF, a centralised on-line system should not be adopted without a good degree of analysis first being undertaken. Given that the analysis should not be rushed, Vodafone believes the Commission would need to consider how this would tie in to the existing STD process from a timing perspective.

## **Submission of NZ Communications (NZC)**

### **Complexity and length of the STD**

41. In normal circumstances, we would agree with NZC's view that legal documents should strive for less complexity and shorter length. However, the Commission is constrained by two factors:

- co-location is a highly process-driven form of access, involving potentially multiple parties (landlords, other access seekers, etc.) and challenging timeframes and associated penalties. The nature of the submissions made by all parties during the course of this STD process is evidence of the number and complexity of issues which need to be addressed in the final STD; and
- the previous STDs were themselves reasonably complex and long, and this STD is intended to follow the format of those previous STDs.

42. In our experience, it can often take longer to create a concise and short legal document than it does to create a complex and long legal document. Unless very well drafted, a short legal document can offer a higher risk of uncertainty and therefore greater potential for dispute. Vodafone's view is that it is too late in the process to consider significant changes to reduce complexity and length and in any case, does not agree that doing so would be of benefit to anybody.

### **National roaming as a substitute**

43. Vodafone is concerned by NZC's submission that national roaming should be provided at some below-cost price where there is a service level failure. In the first instance, co-location and national roaming are two totally different services. It seems bizarre to penalise a party that fails to meet a service level failure for one service by penalising it in the price it charges for another. Surely the appropriate penalty must relate to the price upon which co-location is provided?

44. Further, we see various practical difficulties with this submission:

- we are aware of only two national roaming agreements having been entered into in New Zealand between potential Access Providers and potential Access Seekers, both involving Vodafone. What happens when there is no national roaming agreement in place between the Access Provider and the Access Seeker? If Woosh, as an Access Provider failed to meet a service level, how should it be penalised? How will national roaming be provided in the absence of an agreement?; and
  - when there is a national roaming agreement in place with the Access Seeker, how will it work in practice? There will need to be potentially different national roaming charges from particular dates and in particular locations. The billing system implications will be considerable, and costly to implement. Identifying the marginal cost of roaming will also presumably require a further Commission investigation and determination, which will be time consuming and costly for all parties.
45. We believe there are already more than sufficient incentives for an Access Provider to meet the service levels, and note that the penalties are already more punitive than under current STDs.

#### **Transparency of terms**

46. NZC calls for greater transparency of the terms on which the Access Provider provides the service to itself. Vodafone notes that the Commission already has the power to seek information on these matters in section 69ZC of the Telecommunications Act 2001, so NZC's request is unnecessary. We also believe there is no good reason to depart from previous STDs on this point.

#### **Greenfields co-location process**

47. NZC argues for a carve out for Access Seekers to ensure they are not penalised for building a new site where co-location was not otherwise available.
48. However, most Access Seekers will also be Access Providers (including

NZC), and many Access Providers will also be Access Seekers. It is unclear to Vodafone how NZC's submission will work in these circumstances.

49. Vodafone submits that there should be a mandatory greenfields process that applies to all Access Providers, or in the alternative that there is a voluntary greenfields process. In other words, there should not be some sort of "half and half" process as suggested by NZC, which favours some parties over others. There is no public policy reason why any party, including NZC, should be given any special exception from the greenfields requirements. NZC's proposal would allow it to attain all the benefits of co-locating with other carriers on their sites without having to give anything back in return when it builds its sites.



**Table 1: Mobile Co-location General Terms**

Submitting Party	Clause	Comment
Telecom	1.1 (Antenna)	Vodafone agrees with the proposed amendment to the definition of “Antenna”, which will ensure that other existing third parties (who do not operate a Cellular Mobile Telephone Network) are protected from Unacceptable Performance Degradation.
Kordia	1.1 (Building and Mast)	Vodafone does not agree that the definitions of “Building” and “Mast” should be qualified by adding the words “operated by the Access Provider”. We believe this would bring a narrower perspective on Relevant Facilities than is intended by the Act, which does refer to “owned, managed, or leased by the access provider”.
Telecom	1.1 (Building and Mast)	<p>Vodafone agrees with the comments made by Telecom in relation to the definitions of “Mast” and “Building”, for the reasons stated in our submission of 22 August.</p> <p>We refer the Commission to our submission of 22 August where we point out that the definitions of Building, Cable Housing, Mast and Utility Service of the draft STD include the additional words “or that is to be used”. We still believe that this is incorrect and contrary to the Act. The Relevant Facilities under the Act are those structures etc “<u>that are used</u> for the transmission or reception of telecommunications” (emphasis added). If the Access Provider is not actually using the structures etc for that purpose, then they are not relevant facilities under the Act.</p> <p>Apart from being contrary to the Act, we are concerned that Access Providers may be required to allow an Access Seeker to co-</p>

Submitting Party	Clause	Comment
		<p>locate on a Mast (say) when that Access Provider has not itself made use of the Mast (for whatever reason). We note that a logical extension of these words would mean that any site that an operator was considering designing or was due to be built, would be deemed to be a Relevant Facility, and would therefore need to be available for co-location (including by listing that Relevant Facility in the database) for which an Access Seeker would be able to make an application. This would cover all cell sites which an operator had in its network roll-out plans. This overall lack of clarity raises uncertainties and creates the potential for disputes.</p> <p>The definition of Mast now includes “a building, or part of a building”. We believe this is incorrect. We also note that this wording was not in the definition of that term that was unanimously agreed by the TCF.</p> <p>Where an Access Provider installs antenna on a building, or building rooftop, the antenna is attached to the building. This can be compared to the situation where the Access Provider uses its own mast and attaches antennae to that mast. In this scenario, the Access Provider owns the mast, but it does not own the building. The Access Provider has control over a small part of the building - not in the same way as it owns or has effective control over the whole of a mast. For this reason, a building should not be a Mast.</p> <p>Also, paragraph (a)(i) of the definition in the Act states that the "tower, pole, mast or other similar structure" has to be "used for the transmission or reception of telecommunications via a cellular mobile telephone network". A mast is used for this purpose – but a building is not.</p>

Submitting Party	Clause	Comment
Telecom	1.1 (Customer and End User)	Vodafone accepts Telecom's arguments regarding the term End User. If this term is to be deleted, then references to End Users in the definition of Cellular Mobile Telephone Network should be changed to lower case.
Telecom	1.1 (Other Service Provider)	Vodafone agrees that the definition of an "Other Service Provider" should be broadened to include providers of services other than telecommunications services (and this aligns with changes made to the Interference Management and Design document).
Telecom	1.1 (Relevant Occupation)	Vodafone agrees that the reference to a Relevant Occupation should be reinstated in the definition of Mast, as we pointed out in our submission of 22 August. In addition, Vodafone believes that the definition of Relevant Occupation should be reinstated in the General Terms as it is used in several of the other documents (such as the Access Terms). Relevant Occupation was also one of the definitions unanimously agreed through the TCF process.
Kordia	2.3	Vodafone believes that the existing drafting in clause 2.2.1 is clear in terms of this good faith requirement applying to all "their obligations under the Mobile Co-location Terms". This requirement would apply to all obligations set out in the Operations Manual. Vodafone notes that the current wording is the same as is contained in previous STDs.
NZC	6	Although in our STD submissions, we dealt with the issue in a different way, Vodafone agrees with NZC that the pre-requisite wording relating to Charges should be reinstated.

Submitting Party	Clause	Comment
NZN	6A	<p>Vodafone disagrees that the proposed new wording is required, and notes that it is not included in any other STDs, where security forms part of the terms and conditions. However, if the Commission accepts the need for a provision dealing with access to the Security, then we believe the provision should be rewritten to read as follows:</p> <p>“The Access Provider may only access the Security in the event that the Access Seeker has failed to make payment within 20 Working Days after the Non Payment Notice is issued as referred to in clause 14 below, and then only to the extent of such non-payment.”</p>
Telecom	6	<p>Vodafone agrees with the points made by Telecom in relation to the need to have Charges agreed prior to the Mobile Co-location Service being provided. As we pointed out in our submission of 22 August, we believe it is incorrect to remove reference to this crucial element of the Terms. If it is not dealt with in the way that we have provided in the STP (which is consistent with one of the principles unanimously agreed by the TCF), then it must be dealt with in some other way.</p> <p>If the Access Provider and the Access Seeker have not agreed the Charges, then they cannot be bound by the Terms. It is a feature of specified services under the Act, that charges have to be agreed and not set by the Commission.</p> <p>An Access Provider cannot be required to provide a service where it has not agreed the Charges. This would be commercially untenable. We do not believe it is correct to bypass the issue of Charges by observing that Charges are unlikely to be an issue.</p>

Submitting Party	Clause	Comment
		<p>It has to be dealt with and cannot be ignored.</p> <p>In our suggested drafting in our submission of 22 August, we provided that agreement on the Charges is a pre-requisite under section 6. We support either reverting to the provisions contained in our STP, or the alternative way of dealing with the issue as outlined in our submission of 22 August.</p>
NZC	9.5	Vodafone agrees that this missing step should be included, however we believe the time period of 20 (not 10) Working Days should be maintained, in line with previous STDs.
Telecom	9.5	Vodafone agrees that negotiations in relation to the Operations Manual would be best handled by the TCF Chairperson. We also refer the Commission to the comments in our submission of 22 August in relation to this provision.
Telecom	10.1.1(b)	Vodafone agrees that the word “material” is too high a threshold in this context and believes “necessary to maintain” is more accurate. We also refer the Commission to the comments in our submission of 22 August in relation to the words “Except as otherwise provided in these Mobile Co-location Terms,” which have been added to the beginning of this provision. These words were not used in the UCLL Co-location STD and we see no reason for them to be added here.
NZC	10.1.5	Vodafone disagrees that an Access Seeker should not have an obligation to never interfere with the reasonable use of any service by a customer and notes that this requirement is included in previous STDs.

Submitting Party	Clause	Comment
Telecom	14.3	Vodafone agrees with the concept that suspension of all or part of the Mobile Co-location Service ought to be possible. As we suggested in our submission of 22 August, we believe the concept of partial suspension, in the change to this provision, may be better expressed in a way that is consistent with the wording in clause 34.6. We have no strong preference for our suggested changes to this provision, over Telecom's. However, if Telecom's wording is accepted, it may be necessary to make a corresponding change to clause 34.6.
NZC	15.1	Vodafone agrees that there is a typographical error, however submits that both words "either the" ought to be removed.
NZC	16.5	Vodafone disagrees that the words "on demand" should be replaced and notes that this requirement is included in previous STDS. The obligation only arises where the Access Seeker has failed to pay the Charges.
Telecom	16.6.2	<p>Vodafone agrees that the indemnities should be reinstated as we pointed out in our submission of 22 August, where we suggested that the previous wording be reinstated.</p> <p>As we pointed out, we believe there are greater health and safety risks that arise with mobile co-location than with UCLL co-location, which justifies the inclusion of a health and safety indemnity. For example, the risk to a contractor of installing antennae on a mast is far greater than installing a DSLAM in an exchange. We note that, under health and safety legislation, the Access Provider will have primary responsibility for ensuring the safety of its site. Also, Landlord consents and resource consents are key features of mobile co-location, but will rarely be an issue with UCLL co-location. Again, the additional risks to the Access</p>

Submitting Party	Clause	Comment
		Provider around these consents warrant an indemnity.
Telecom	17.5A	Vodafone agrees with the suggested inclusion in relation to liability with respect to interference and notes that the Access Provider will not be in a position to manage the risk of interference arising in this circumstance.
NZC	20.1 and 20.3.2	Vodafone disagrees that the word notice should be replaced with “Notice” and refers the Commission to our submission of 22 August where we state that the notice requirements for a “Notice” are stricter than would normally apply in an outages situation. For example, there will be occasions where a phone call to the appropriate person is the best way, and the customary way, of conveying information about an outage – however this would not be a “notice” under clause 43. We note that this amendment was not made in any of the existing STDs and we do not believe there is any justification for the change in this instance.
Telecom	20.3.1	Vodafone agrees that the addition of the words suggested by Telecom will provide greater clarity to this provision.
Telecom	20.3.2(b)	In our submission of 22 August, we suggested that clauses 20.3.2 and 20.5.2 be qualified by a “reasonable endeavours” obligation, and leave the Service Level Terms as they are, which would preserve the tolerance levels and appropriate incentives in the Service Level Terms. Vodafone supports Telecom’s change to this provision as an alternative to our suggested changes.
Telecom	21.2.1	See our comments above in relation to End Users.

Submitting Party	Clause	Comment
Telecom	27	As stated in our submission of 22 August, Vodafone agrees that this provision is not relevant for the Mobile Co-location Service, and so should therefore be deleted. We cannot envisage why an Access Provider would be using any Access Seeker Owned Equipment.
Kordia	34.8 (new) and 16.6	Vodafone believes that Kordia's change appears sensible, however we believe it is unlikely that an Access Provider would want to complete a Project Plan itself.
NZC	35.5	Vodafone agrees with this suggestion.
Telecom	35.5.4A	Clearly there has been a degree of ambiguity over the wording at the very end of clause 35.5.5. We had suggested its deletion, however, we can see that it has a place in clause 35.5 if it is reordered as Telecom suggests.
TUANZ	36	Vodafone notes that the dispute resolution procedures contained in the Mobile Co-location Terms are in line with previous STDs and does not agree that they require further amendment. Vodafone notes that the risk of gaming the dispute resolution process is a risk which both Access Provider and Access Seeker assume for the Mobile Co-location Service.

**Table 2: Mobile Co-location Service Description**

Submitting Party	Clause	Comment
NZC	1.2	Vodafone disagrees that the term “co-location” should be, or needs to be, defined. The description of the service (“Co-location on cellular mobile transmission sites”) set out in Part 3 of Schedule 1 of the Act, should be used in this Service Description. The description already makes it clear that it is the co-location of equipment “on or with” the relevant facilities. The access rights granted to the Access Seeker are set out in the Access Terms.
Kordia	2.2.3	Vodafone disagrees that power should include the supply of emergency back up power where emergency electricity generation is available. The TCF unanimously agreed that DC power should be excluded, and power back up to cell sites is almost always provided by DC power. On a practical point, Access Providers design power requirements to support their own equipment; they are not designed to support any other party’s equipment. Each of the Access Seeker and Access Provider should decide on their own how best they wish to deal with emergencies. By including back up power this will add a further layer of complexity to the process, which layer the TCF members agreed was not needed.
NZC	3.1	Vodafone disagrees that the Multi-site Application Process should be added to the list in clause 3.1. The list of items in clause 3.1 relates to types of assistance that the Access Provider will give to the Access Seeker. The multi-site application process is one example of <u>how</u> the service must be provided, as opposed to <u>what</u> the Access Provider is to provide.

Submitting Party	Clause	Comment
Telecom	General	For the reasons outlined in Vodafone's submission of 22 August, Vodafone agrees with the points made by Telecom in its submission in relation to the fact that the STD should not be extended beyond the scope of the specified service in the Act.
Telecom	1.2	<p>Vodafone agrees with Telecom's rationale in stating that the provision of the Mobile Co-location Service is subject to certain restrictions, particularly in relation to space, interference and capacity. Vodafone agrees that it makes sense to expressly acknowledge these restrictions in the Service Description. Vodafone notes however that there are a number of other restrictions which might apply to the Mobile Co-location Service, which are already expressly set out in the Mobile Co-location Terms (such as third party rights). Vodafone therefore suggests an amendment to Telecom's proposed drafting as follows:</p> <p>"1.4 The provision of the Mobile Co-location Service is subject to the restrictions set out in the Mobile Co-location Terms, including without limitation, the availability of space and capacity, and compliance with interference limitations at Relevant Facilities."</p>
Telecom	2.2 (Relevant Facilities)	Vodafone agrees that the definitions of "Mast" and "Building" should not be extended beyond the scope of the Act, in that the definition should apply only to towers, etc, "that are used for the transmission and reception of telecommunications via a cellular mobile telephone network". If a Mast is not used for this purpose, then it cannot be a Relevant Facility, whether or not it "will not be used" for that purpose. We refer the Commission to our comments in Table 1 (General Terms) in relation to these definitions.

Submitting Party	Clause	Comment
		Vodafone also refers the Commission to its submission in relation to the word “including” in the definition of Relevant Facilities.
Telecom	2.2 (Utility Services)	Vodafone agrees that the inclusion or not of Utility Services will depend on their availability and therefore supports the inclusion of the words “where available.” Vodafone also refers the Commission to its submission in relation to referring to the Relevant Facilities at the end of clause 2.2.
Telecom	4.1.4 and 4.1.5	Vodafone agrees that the words “and will not be used” ought to be deleted, for the reasons outlined in our submission of 22 August.

**Table 3: Mobile Co-location Service Level Terms**

Submitting Party	Clause	Comment
NZC	Common Format Database site Additional penalties	Vodafone does not agree with the addition suggested. The “best endeavours” provision in the STD is consistent with the solution agreed by the TCF Working Party and the Commission should maintain that alignment. The information provided in the Database should be regarded as a “starting point” for the process. The Access Seeker can request further detailed information through the standard process.
Telecom	1	Vodafone notes that the General Terms include a definition of “Charge or Charges”.
Telecom	6	Vodafone agrees with the two changes suggested by Telecom regarding the inclusion of additional wording for the exclusion of Multi-Site Applications and the changes for the provision of the reporting in electronic format.
NZC	6.1	Vodafone disagrees with the suggested amendment. The current reporting mechanism is sufficient and that there is no need for duplication. Furthermore this addition is not included in previous STDs.

Submitting Party	Clause	Comment
Telecom	8.1 and 8.2	Vodafone refers the Commission to our submission of 22 August in relation to these aspects of the Service Level Terms (individual Service Level Defaults and cumulative delay days).
Telecom	Appendix 1  Removal of exclusions	Vodafone agrees with Telecom in stating that the exclusions regarding capacity caps and faults should be reinstated.
Telecom	Appendix 1  Interference Desktop Study	Vodafone agrees with the point made by Telecom on the basis that we acknowledge that there may be a need to have interaction between the Access Seeker and Access Provider, so that the Access Provider can ensure that the information provided by the Access Seeker is accurate and complete.
Telecom	Appendix 1  Site Desktop Assessment	Vodafone agrees with Telecom's rationale regarding the Site Data Pack Applications Cap and, consistent with its submission, agrees that the cap per Access Seeker should be reduced to 10 Applications per Access Seeker per 5 Working Days.

Submitting Party	Clause	Comment
Telecom	Appendix 1  Final Site Application	Vodafone is not opposed to Telecom's suggestion that the Final Site Application timeframe be reinstated to 20 Working Days. We agree that the quality of the output will be superior with more time.
Telecom	Appendix 1  Project Plan Timeframe	Vodafone is not opposed to Telecom's suggestion that the Project Plan timeframe be extended to 10 Working Days.
Telecom	Appendix 1  Project Plan  Access Seeker's amended project plan	Vodafone supports Telecom's suggestion and rationale for the removal of the Access Seeker's amended project plan from the SLTs. The purpose for setting up Service Levels is to drive the Access Provider's best behaviour in order to complete the key milestones of the end to end process in a timely manner. The Access Provider should not have to rely on the Access Seeker's capability to provide high quality information in order to be able to meet the Service Levels.

Submitting Party	Clause	Comment
NZC	Appendix 2	Vodafone does not support this view and refers the Commission to the position stated in Vodafone's submission of 22 August. We do not agree that Performance Penalties will not be able to apply, just because of the deletion of Appendix S. It will be up to the parties to take into account the Performance Penalties, in the course of agreeing the Charges. In any event, the Performance Penalties suggested are too high, and we refer the Commission to our submission of 22 August on this point.
Telecom	Appendix 2	Based on our submission of 22 August, Vodafone submits that Appendix 2 should be deleted.
Woosh	Service levels and penalties  Proposal  Appendix 2	Vodafone agrees with Woosh's view that the penalties should be brought into line with other STDs.
Woosh	Specific request for submission	Vodafone agrees with Woosh's view that the penalties should be brought into line with other STDs.

Submitting Party	Clause	Comment
	Penalties  Appendix 2	
NZC	Appendix 3	Vodafone does not support this view and refers the Commission to the position stated in Vodafone's submission of 22 August.
Telecom	Appendix 3	Vodafone refers the Commission to its submission of 22 August on this point (cumulative delay days).
Woosh	Specific request for submission  Delay Day Penalties  Appendix 3	Vodafone supports the concept of allowing for a review of the penalties after a period of six months. This concept is consistent with good business practice and will certainly benefit both Access Seekers and Access Providers in trying to agree a balanced penalty mechanism.

**Table 4: Mobile Co-location Operations Manual**

Submitting Party	Clause	Comment
Telecom	4.1	Vodafone agrees that there would be less ambiguity in this clause if the Commission were to accept Telecom’s suggested drafting.
Telecom	5.1	Vodafone agrees with Telecom’s submission and suggests that the word “promptly” be replaced with the words “as soon as reasonably practical” (a phrase which appears elsewhere in the Operations Manual).
NZC	6.2.4	Vodafone agrees with the intent of the Commission’s drafting; however, agrees with NZC that a change in the wording can lead to greater certainty in relation to timing. Vodafone suggests that the words “in a timely manner” be replaced with the words “as soon as reasonably practical” (a phrase which appears elsewhere in the Operations Manual).
Telecom	8	<p>Vodafone agrees with Telecom’s submission that Access Seeker forecasting should have sufficient granularity. This is important as the Mobile Co-location Forecasts are intended to provide the Access Provider with the opportunity to gather resources and coordinate planning, in order for the Access Provider to undertake site-specific tasks and in turn meet associated Service Levels.</p> <p>Telecom has suggested in Appendix C – Forecasting Spreadsheet that Initial Site Applications be removed from the Access Seeker’s Mobile Co-location Forecast, yet Telecom has not included a submission suggesting this change in clause 8.1.4(b). Nevertheless, Vodafone prefers the Commission’s drafting in the draft STD that Initial Site Applications are one of the</p>

Submitting Party	Clause	Comment
		Applications that must be forecast by the Access Seeker. Resources will still need to be allocated to process those Applications and to build an overall perspective of resource requirements. Vodafone has previously submitted with suggested amendments to clause 8 aiming to make Access Seeker forecasting more valuable.
Telecom	8.1	Vodafone's submission of 22 August included a similar suggested amendment to the definition of Region. Consistent with our submission of 22 August, Vodafone suggests that "Region" is replaced with the term "District", which means the area of a Territorial Authority, rather than the term "Territorial Authority", which is in fact an entity.
Woosh	9.1	Vodafone agrees with Woosh that a "controlled, nationwide rollout of a mature technology will take in excess of three years." Vodafone notes Woosh's reference to the 5 year 'use it or lose it' provision in the December 2007 spectrum auction. Vodafone further notes Woosh's comment concerning the proviso that the 'notice to quit' terms are not gamed by Access Seekers for PR advantage.
Telecom	9.1	Vodafone agrees with the points made by Telecom in its submission, in relation to the time taken to complete a network roll out and the complexities inherent in that process. Vodafone also recognises that a number of elements involved in a network roll out are outside the control of the operator. Vodafone agrees that a shorter period than five years will undermine operators' abilities to roll out new technologies, for the same reasons outlined in our submission of 22 August.
Telecom	9.1.3	As stated above, Vodafone agrees with the reasoning provided by Telecom in relation to the time it takes to complete a network

Submitting Party	Clause	Comment
		roll out and the complexities inherent in that process. Vodafone notes that the Access Provider is permitted to reforecast its future forecast requirements, subject to certain restrictions (such as there not being an Access Seeker in the Queue). On the assumption that the forecast period is five years, Vodafone therefore believes the extension provisions may not be necessary.
Telecom	9.1.7 and 9.1.8	<p>Vodafone understands the intention of the Commission to be to ensure that the Access Provider cannot frustrate the co-location process by subsequently updating its current and reasonable forecast requirements after the Access Seeker has applied for a Site Data Pack, but before the Access Seeker enters the Queue.</p> <p>Telecom has interpreted these clauses as having the effect of placing the Access Seeker in some sort of queue before the Queue is actually formed (once a Full Site Application is made). Vodafone does not agree with Telecom's interpretation; the focus in the Commission's drafting was on protecting the Access Seeker in relation to the Access Provider, rather than in relation to other Access Seekers, as is the case with the Queue which becomes relevant where there are multiple Access Seekers. However, if Telecom's interpretation is viable, then Vodafone agrees with Telecom's submission that this was not the intent of the Commission.</p> <p>Vodafone and Telecom have each proposed a 10 Working Day period after receiving a Site Data Pack Application in which the Access Provider cannot update its Access Provider Forecast for the corresponding Relevant Facilities. Vodafone has proposed this through clause 9.1.7(a) and Telecom through clause 15.2.7. Vodafone has also proposed a further restriction if an Initial Site Application is made. As long as the requirements for the Access Seeker to meet the timeframes in the Mobile Co-location Tasks</p>

Submitting Party	Clause	Comment
		(subject to time extensions) remain in place, then Vodafone prefers our drafting.
Telecom	9.2	Vodafone shares the same concerns as Telecom in relation to the risk that an Access Seeker may not wish to remove its equipment at the end of the forecast timeframe, and that this places the Access Provider in an unenviable position. We proposed an alternative way of dealing with this in our submission of 22 August.
Kordia	9.2.2	Vodafone shares the same concerns as outlined by Kordia, in relation to “squatters’ rights”. Vodafone provided an alternative method of dealing with this concern, as is outlined in our submission of 22 August.
Telecom	11.2	Vodafone agrees with Telecom’s submission and suggests that the word “immediately” be replaced with the words “as soon as reasonably practical” (a phrase which appears elsewhere in the Operations Manual).
Telecom	11.3	<p>Vodafone agrees with Telecom’s submission that the Access Provider Forecasts should not be within the Queue, which is created for the purpose of managing multiple Access Seekers at the same Relevant Facilities. Vodafone agrees with Telecom that the underlying presumption of the Commission’s drafting conflicts with the meaning and intended purpose of the Queue, as agreed by the TCF.</p> <p>The drafting changes suggested by Vodafone and Telecom in their submissions on this clause and on clause 11.5 seem to have a similar effect, in that they state that only the Access Seeker is in the Queue, but that the Access Provider Forecasts are subject</p>

Submitting Party	Clause	Comment
		to the queuing principles.
Woosh, Telecom, and NZC	Part 3	<p>Vodafone agrees with the submissions of Woosh and Telecom and submits that the Greenfields Consultation Process should remain voluntary for all parties as was agreed at the TCF.</p> <p>We do not agree with the suggestion by NZC that it be mandatory for some parties and voluntary for others. This asymmetric type of process would impose unbalanced obligations and therefore lead to inequitable outcomes.</p>
Telecom	13.1	Vodafone agrees with Telecom's suggested clarification.
Telecom	13.4	Vodafone agrees with Telecom's suggested amendment.
Telecom	13.7	Vodafone agrees with Telecom's suggested amendment.
Kordia	13.8.2	Vodafone agrees with the amended wording proposed by Kordia.
Kordia	13.8.2(g)	Vodafone agrees with Kordia's proposal that the relevant requirements under the Civil Defence, Emergency Management Act 2002 should be taken into account.

Submitting Party	Clause	Comment
Kordia	13.8.3	<p>Vodafone submits that Kordia's suggested change is neither appropriate nor necessary. There are various references throughout Part 4 to the application of the Dispute resolution procedures in case the Parties cannot agree (e.g., see clauses 14.2.12 and 16.2.14). There should not be another general provision, as suggested by Kordia, dealing with this.</p>
Telecom	14	<p>Vodafone agrees with Telecom that the number of Relevant Facilities in a Multi-Site Application should not be un-capped, especially in relation to the Access Provider's obligation to meet Service Levels. However, Telecom had suggested that with a Multi-Site Application relating to more than 20 Relevant Facilities, it should be left to the Parties to agree on the time for the preparation of a project plan.</p> <p>Vodafone's submission of 22 August was in alignment with the Commission's drafting in terms of the number of Relevant Facilities and the corresponding incremental time periods for the provision of a Multi-Site Project Plan. However in the Service Level Terms, we proposed a roughly proportional increase in days to produce a project plan commensurate with the increasing number of Relevant Facilities involved. We now observe that we did not link that mechanism in Appendix 1 – 5 of the Service Level Terms, with the proposed drafting for clause 14.2.7(c).</p> <p>Vodafone does not have a strong preference for which method should be used to control the number of Relevant Facilities and the Service Levels that apply to Multi-Site Applications.</p>

Submitting Party	Clause	Comment
NZN	14	<p>Vodafone concurs with the Commission’s view that it is impractical to specify individual “standard site types” in the STD. Standard Site Types are intended to be identified by the Access Seeker by filtering various fields on the Access Provider’s Common Format Site Database, rather than be previously “agreed” between the Parties, determined by the Commission or listed in the Common Format Site Database itself.</p> <p>Please see our comments below on sections 31 and 32 for further detail on this matter.</p>
NZN	14.2.3	<p>Vodafone agrees that the form of the Multi-Site Application should be certain and transparent. Therefore we propose that, consistent with other types of Applications in the Operations Manual, a Multi-Site Application template form be developed and included as an Appendix to the Operations Manual.</p>
NZN	14.2.6	<p>Vodafone disagrees with the view that this clause is not sufficiently clear. Vodafone notes that the wording used by the Commission is similar to the wording used elsewhere in the Operations Manual in relation to the consideration other types of Applications. We note also that the performance of this clause is a Service Level Term.</p>
NZN	14.2.8	<p>For the Multi-Site Project concept to work effectively, information will need to be freely exchanged between the Parties. Vodafone submits that NZN’s proposal for a strict time limit on requesting further information may stifle this consultative process.</p>

Submitting Party	Clause	Comment
NZC	14.2.9(b)	Vodafone disagrees with the change proposed by NZC. Given the potentially large numbers of Relevant Facilities that may be involved in any single Multi-Site Application, the imposition of a period of no more than 10 Working Days for the Access Seeker to respond with the submission of Full Site Applications would be onerous. Also, imposing a 10 Working Day period in this clause would be inconsistent with the 20 Working Day time period that is allowed for the submission of an individual Full Site Application (clause 16.3.1).
Telecom	15.2.4(d)	Vodafone does not believe that the Commission's drafting necessarily constitutes a material concern regarding Confidential Information. Vodafone submits that unless the second Access Seeker is supplied with sufficient details of the Full Site Application of the first Access Seeker already in the Queue, the second Access Seeker will be prevented from making a fully informed decision as to whether to proceed or whether to prepare a site design that takes into account the first Access Seeker's Full Site Application. Vodafone agrees with the intent of the Commission's drafting, though we have suggested a minor clarification in our submission of 22 August.
Telecom	15.2.6	Vodafone concurs with Telecom's suggested drafting.
Telecom	15.2.7	While Vodafone agrees with Telecom's comments that clause 15.2.7 as drafted by the Commission is impractical and unfeasible, our submission of 22 August did suggest a compromise by imposing an obligation on the Access Provider to inform the Access Seeker of changes that may materially effect the provision of the Mobile Co-location Service.

Submitting Party	Clause	Comment
		<p>However, Vodafone wishes to clarify that this suggested alternate approach was made on the basis that there remains a finite time period between when the Site Data Pack is received by the Access Seeker and when the Access Seeker notifies the Access Provider in accordance with 15.4.1.</p> <p>Please see our previous comments above in relation to clause 9.1.7(a), where we submit that the Access Provider Forecast cannot be updated within 10 Working Days of the Access Seeker receiving a Site Data Pack.</p>
Telecom	15.4.1  (General Comments section)	Please see our submission below in relation to clause 16.3, which responds to issues raised in Telecom's submission as general comments on Access Seeker timeframes prior to its placement in the Queue.
Telecom	16.2.1	Vodafone agrees that the target time period of 10 Working Days may present some practical challenges and will require the co-operation of both parties; therefore we do not oppose Telecom's suggested amendment to allow for more flexibility to account for practical realities.
Telecom	16.2.7 and 16.2.8	Vodafone did not previously submit on the Commission's insertion of timeframes around the preparation and completion of the Site Design. However, we believe that it is important that the Site Design notes are agreed early enough within the 20 Working Day timeframe in order to allow the Access Seeker sufficient time to then prepare the Full Site Application

Submitting Party	Clause	Comment
		Vodafone supports the Commission’s inclusion of timeframes for the completion of the Site Design Notes.
Telecom	16.2.9	Vodafone agrees with Telecom’s submission and suggests that the word “immediately” be replaced with the words “as soon as reasonably practical” (a phrase which appears elsewhere in the Operations Manual).
Telecom	16.3  (and 15.4.1)	<p>Vodafone does not agree with Telecom’s suggestion to remove the time period altogether. We submit that it is essential that there are definite timeframes around the delivery of tasks in the end-to-end process.</p> <p>Vodafone supports the Commission’s drafting, in particular the express reference to clause 15.4.1. Our concern is that without providing an explicit link between the Site Data Pack Application and subsequent Applications, this may lead to a higher rate of incomplete and/or incorrect Applications and an increased reliance on outdated information, factors which are more likely to lead to the rejection of a Full Site Application. We therefore do not agree that there are “no negative consequences” either from not applying for a Site Data Pack or from allowing an indefinite time period between the Access Seeker receiving a Site Data Pack and submitting a Full Site Application. Further, it is unclear how an Access Seeker could even prepare and submit a suitable Full Site Application without the relevant and up-to-date information included in the Site Data Pack.</p> <p>We also note that the Commission’s reasoning in imposing a limit on the number of Site Data Pack Applications (in the Service Level Terms) was to control the flow of Applications into the end-to-end process and consequently the volume of work required by both the Access Provider and the Access Seeker for the completion of subsequent tasks, which is another reason for</p>

Submitting Party	Clause	Comment
		<p data-bbox="521 405 1458 435">maintaining the time periods around Site Data Packs and Full Site Applications.</p> <p data-bbox="521 502 2042 628">Vodafone does agree that the 10 Working Day period in clause 15.4.1 is relatively short. Vodafone submits that the time period of 20 Working Days in clause 16.3 should remain and that the time period in clause 15.4.1 should be increased to 20 Working Days, for the following reasons:</p> <ul data-bbox="656 695 2042 1351" style="list-style-type: none"> <li data-bbox="656 695 2042 772">• We believe that the use of express time periods in the end-to-end process provides certainty, transparency and clear expectations for all Parties.</li> <li data-bbox="656 839 2042 916">• There are existing provisions for granting time extensions for the Access Seeker's completion of its tasks, which would cater for the scenarios that Telecom has raised in its general comments on 'Access Seeker Timeframes'.</li> <li data-bbox="656 983 2042 1059">• The supply of a Site Data Pack was listed in the TCF-agreed principles in relation to the Mobile Co-location Tasks. We have interpreted this (and drafted accordingly) as a mandatory initial/entry step in the end-to-end process.</li> <li data-bbox="656 1126 2042 1351">• The time periods in clauses 15.4.1 and 16.3 should actually be the same. The draft STD proposes 20 Working Days after a Detailed Site Design Visit for the submission of a Full Site Application, but only 10 Working Days if the Access Seeker chooses to skip the Detailed Site Design Visit and proceed directly to the Full Site Application Stage (there is some ambiguity in clause 15.4.1(b) around the words "proceed to file"). This is an apparent contradiction. In the former scenario, the Access Seeker has received detailed information to aid in its preparation</li> </ul>

Submitting Party	Clause	Comment
		<p>of the Full Site Application; in the latter, the Full Site Application is prepared solely on the basis of the information contained in the Common Format Site Database and the Site Data Pack. We believe that the intention is for these time periods to be equivalent, and we propose the following drafting changes:</p> <p>15.4.1 No later than ten (10) Working Days after the Access Seeker receives the Site Data Pack, the Access Seeker will notify the Access Provider that it either:</p> <p>(a) accepts the Site Data Pack, in which case the Access Seeker will either:</p> <p>(i) file a preliminary Application for the Mobile Co-location Service at the Relevant Facilities (an <b>Initial Site Application</b>); or</p> <p>(ii) notify the Access Provider that the Access Seeker intends to proceed directly to filing a Full Site Application for the Mobile Co-location Service at the Relevant Facilities, pursuant to clause 16.3.1; or</p> <p>(b) declines to proceed with filing either an Initial Site Application or a Full Site Application for the Relevant Facilities.</p> <p>16.3.1 No later than 20 Working Days after the Access Provider and the Access Seeker attend the Detailed Site Design Visit, or no later than ten (10) Working Days after the Access Seeker notifies the Access Provider in accordance with clause 15.4.1(a)(ii) above, the Access Seeker will either: ...</p> <p>Vodafone submits that this proposed drafting will clarify the intention of the Commission’s draft STD and align the time periods around the Initial Site Application and Full Site Application tasks.</p>

Submitting Party	Clause	Comment
Telecom	16.4	<p>Vodafone agrees with Telecom’s submission that the quality of the Access Provider’s output (in the Preliminary Site Approval) would improve if the time in which to consider a Full Site Application were extended. However, we are prepared to abide by the Commission’s proposed period of 10 Working Days, depending on issues relating to the Full Site Application, such as how the volume and timing of Full Site Applications are controlled (as noted elsewhere in this cross-submission).</p> <p>We note that the suggested drafting in our submission of 22 August is generally in alignment with the alternative drafting proposed by Telecom for sub-clauses 16.4.3(b) and 16.4.4(iii). We agree with Telecom’s proposed clarification to clause 16.4.2.</p>
NZC	17.4.3	Vodafone does not agree with NZC’s submission. Vodafone agrees with the Commission’s drafting of this clause and submits that the inclusion of certain “standard terms” within a variation is reasonable as well as essential.
Telecom	17.5 (of STP)  (General comments section)	Vodafone believes that some form of ‘site agreement’ should be reinstated in the STD and we agree with Telecom’s general submission on this point. Vodafone refers the Commission to the comments made in our submission of 22 August.
Telecom	19.2	Vodafone agrees with Telecom’s submission and suggests that the word “promptly” be replaced with the words “as soon as reasonably practical” (a phrase which appears elsewhere in the Operations Manual).

Submitting Party	Clause	Comment
Telecom	19.3  (& section 11)	<p data-bbox="521 424 2042 549">It seems that Telecom believes that it has identified a potential problem in relation to the Queue at the build phase: the potential ability for the first Access Seeker to “block other Access Seekers in the Queue from commencing their build”. However, Vodafone believes that the wording of the queuing provisions in section 11 do not actually provide for this.</p> <p data-bbox="521 616 2042 935">Section 11 refers to placement in the Queue at the Full Site Application stage, and provides a process for managing multiple Access Seekers who both submit a Full Site Application for the same Relevant Facilities. The “first come, first served” rule in clause 11.2 applies to the processing of the Full Site Applications. The first Access Seeker will always be the “first served”; that is, its Full Site Application will be processed by the Access Provider in accordance with the Mobile Co-location Tasks (Appendix D). The second Access Seeker’s Full Site Application will be processed, at the very latest, once the first Access Seeker has completed Stage 2 and received its Preliminary Site Approval, at which time the second Access Seeker will follow the Mobile Co-location Tasks in the exact same way as the first Access Seeker was required to.</p> <p data-bbox="521 1002 2042 1225"><i>After the completion of Stage 2 by the first Access Seeker</i>, there is no ability for the first Access Seeker to impact on the second Access Seeker (by preventing the second Access Seeker from proceeding with the Mobile Co-location Tasks) due to its higher position in the Queue. Section 11 does not require the Access Provider to wait for the first Access Seeker’s completion of any Stages beyond Stage 2 in relation to the processing of multiple Access Seekers’ Applications; there is not a “gateway” at the end of each individual Stage. Therefore we do not believe that there could be delays in Stage 5 (the build phase).</p> <p data-bbox="521 1292 2042 1319">We believe there is no potential detriment resulting from maintaining the Queue up until the issue of Project Closure, which</p>

Submitting Party	Clause	Comment
		<p>signals the completion of Stage 5 of the Mobile Co-location Tasks. In fact, there are benefits in maintaining the Queue through to the completion of the final Stage 5. It is important to appreciate that one of the underlying purposes of the Queue is to provide Access Seekers with necessary information on other Access Seekers currently in the process of applying for the Mobile Co-location Service at particular Relevant Facilities. For example: the Access Provider must include details of the other Access Seekers' Full Site Applications in the Site Data Pack for those Relevant Facilities (clause 15.4.2(d)); the Common Format Site Database must include the number of other Access Seekers in the Queue (clause 31.3.1); the interests of Access Seekers in the Queue must be considered in relation to Extension Applications (clause 13.8.2), etc.</p> <p>If the Queue were to terminate early (as suggested by Telecom in its submission), then the benefits granted to Access Seekers from the existence of the Queue would no longer exist. As a consequence, an Access Seeker applying for the Mobile Co-location Service at particular Relevant Facilities would not have all of the information required in order to prepare and submit a valid Application.</p> <p>One element of Telecom's submission (bullet point #3) proposes that the 6 month timeframe for the build period only apply to the Access Seeker if a second Access Seeker enters the Queue. The lack of a finite time period could allow the Access Seeker to potentially suspend its build almost indefinitely, provided another Access Seeker does not submit a Full Site Application. Another Access Seeker may not make an Application at all, which could lead to capacity at a Relevant Facility lying idle. Telecom's proposed "indefinite build" approach also does not seem to take into account other parties who are not Access Seekers who may have an interest in establishing equipment at the Relevant Facilities, e.g. the NZ Police, or Radio and TV broadcasters.</p>

Submitting Party	Clause	Comment
		<p>Vodafone prefers the certainty of the Commission's approach with respect to defined target time periods. We note that the Extension framework already provides a mechanism and grounds for extending time periods, which includes the time periods in the build phase.</p> <p>Finally, Vodafone does not agree that the Common Format Site Database should be updated at the point of Final Site Approval to reflect the Access Seeker's changes to the capacity at the Relevant Facilities. Not only should the Access Seeker still be present in the Queue at the Final Site Approval stage, but such an update in the Common Format Site Database would be purely artificial, as the capacity that is the subject of the Access Seeker's Application will not in fact have been used yet. This would lead to further confusion from the perspective of other Access Seekers and the provision of incomplete and/or incorrect information to other Access Seekers. It is important that there is a continued level of certainty throughout the end-to-end process.</p> <p>Vodafone submits that the Commission retain the wording in the draft STD in relation to the Queue and the Mobile Co-location Tasks and corresponding timeframes.</p>
Telecom	20.3	Vodafone supports the amendments proposed by Telecom.
NZC	21	Vodafone agrees with the Commission's drafting in the draft STD and notes that the tasks were agreed at the TCF.

Submitting Party	Clause	Comment
Telecom	21.5	Vodafone agrees with Telecom's suggestion to include explicit reference to when the Access Seeker can commence operation of their equipment and, pursuant to the relevant provisions of the Interference Management and Design document, turn off that equipment for interference testing purposes.
Telecom	21.7	Vodafone agrees with Telecom's suggested drafting. We believe this adds more certainty to the process of the Access Seeker Equipment going live.
Telecom	21.7.4	In accordance with our preferred position relating to updating the Common Format Site Database in clause 19.3 above, Vodafone believes that this wording should remain in the Project Closure section.
Telecom	23-26	<p>Vodafone agrees that the Access Provider should not be forced to rearrange its existing antenna or use antenna minimisation technology, and notes that the reasoning provided by Telecom is similar to that set out in our submission of 22 August. We refer the Commission to our submission of 22 August where we set out the two conditions which we believe should be met prior to any Site Alterations being required of the Access Provider.</p> <p>In relation to Telecom's view that mast replacement, extension or revision should be adopted by the Commission, Vodafone notes that this is in line with our changes proposed in our submission of 22 August, where we pointed out that mast replacement, extension or revision should be the first option considered for Site Alterations.</p>

Submitting Party	Clause	Comment
NZC	24.4.1	Vodafone disagrees with the suggested drafting. This is because section 24 is drafted to cover “Mast replacement/revision/extension” only – not “Antenna rearrangement/Antenna Minimisation” which are instead covered in section 26. Section 23 determines which of the three mechanisms (in sections 24 – 26) shall apply. By referring to section 26 in section 24, this confuses the two mechanisms. In other words, it elevates “Antenna Minimisation” (which we consider ought to be a last resort) to be used with “Mast replacement/revision/extension”. Vodafone proposed some drafting in our submission of 22 August as to how these sections might be made clearer and is still of the view that each of the three mechanisms should be dealt with in line with that submission.
NZC	24.4.2	Vodafone disagrees with the suggestion that any excess space should be at the unrestricted disposal of the Access Seeker. Vodafone notes that the equivalent provisions in the ACCC’s “Code of Access to Telecommunications Towers, Sites of Towers and Underground Facilities” state that the replacement Mast remains the property of the Access Provider (which means all of the Mast, without a carve-out for any excess space).
Telecom	24.4.2	Vodafone agrees that these words introduce ambiguity and should therefore either be removed or clarified by the Commission.
NZC	25.4.1	Vodafone disagrees with this proposal. The drafting already provides that the Access Seeker is entitled to a reasonable share of any subsequent mobile co-location rental revenues, and sets out a sensible methodology for calculating this. The Access Provider should not be penalised (by not receiving any subsequent rentals) by virtue of the fact that the Access Seeker has chosen to co-locate at a particular site. Vodafone also notes that the concept of apportionment currently reflected in this clause

Submitting Party	Clause	Comment
		is based on the wording from the Co-location Code and sees no reason why the STD should deviate from that.
NZC	26.3.1(c)	Vodafone disagrees with this proposal. The Access Provider would not have had to incur these costs but for the provision to the Access Seeker of the Mobile Co-location Service, and so does not understand why such costs should not be borne by the Access Seeker. The costs incurred are for the benefit of the Access Seeker only.
NZC	26.3.2	Vodafone disagrees with this proposal. We cannot see how the Access Seeker will be able to regain the required cell footprint from the Access Provider's frequency plan. The Access Seeker's cell footprint is entirely subject to the Access Seeker's own design and coverage requirements. The Access Seeker's coverage is independent of the Access Provider's local radio frequency plan which operates in separate spectrum. Such a requirement would only increase the cost of providing the Mobile Co-location Service and does not add any useful information for co-location.
Telecom	27.3	Consistent with Vodafone's submission of 22 August, we believe that 3 months' notice is too short to enable the efficient reallocation of space and capacity that may have become available as a result of a Relinquishment. Further, Vodafone understands that a 6 month Relinquishment period has been used by the Commission in previous STDs.
NZC / Tarantula	31	We note the submissions which propose a third party to operate one single, overall Common Format Site Database. This option was discussed during the TCF consultation phase, however it was determined by the participants that a common <i>format</i> database was required, not a common (universal) database. We propose to adhere to the decision made at the TCF. Vodafone

Submitting Party	Clause	Comment
		is also mindful of the potential costs to all parties of a common third party service, and of the likely delays in the implementation of such a system as part of the Mobile Co-location Service. We have elaborated on this point in the front end of our cross-submission.
NZC	31	Vodafone submits that the format and scope of the Common Format Site Database should remain as agreed at the TCF. We do not agree that plans and photographs should become part of the Common Format Site Database, as that type of more detailed information is contained in the Site Data Pack.
Woosh	31	As outlined in Vodafone's submission of 22 August, we agree with Woosh's submission that the Common Format Site Database should only include masts and towers, and exclude rooftop sites, as was stated in the TCF-agreed principles.
Telecom	31	Vodafone concurs with Telecom's interpretation regarding the purpose of the Common Format Site Database. We also agree and reinforce our submission of 22 August that the scope of the Relevant Facilities within the Common Format Site Database should not be unnecessarily widened, as proposed by the Commission in the draft STD.
Telecom	31.1.1	We do not oppose Telecom's request to not limit the type of software application that supports the Common Format Site Database to only an Excel format.
Telecom	31.2	Vodafone agrees with Telecom's submission and the reasoning put forward by Telecom on each of the issues it raised. In our

Submitting Party	Clause	Comment
		<p>submission of 22 August, Vodafone suggested amended the drafting so that the standard of accuracy is returned to a “reasonable endeavours” obligation on the Access Provider.</p>
Telecom	31.2	<p>Vodafone agrees with Telecom that if the Commission’s STD changes the requirements in the Common Format Site Database beyond what was agreed at the TCF, it would be unreasonable and impractical to require the Common Format Site Database to be launched within 5 Working Days from the Determination Date. Vodafone has already made some good progress towards the gathering of information for and the population of our database, based on the scope agreed at the TCF and as outlined in Vodafone’s STP. However, the more changes that are made to the scope, the longer it will take in reality to populate and implement the Common Format Site Database post-Determination Date.</p>
Telecom	31.2	<p>Telecom’s statements regarding clauses 31.3.1(g) on “Antenna configuration” and 31.3.1(m) on “spare Building capacity” are in accordance with Vodafone’s submission of 22 August.</p> <p>In terms of 31.3.1(k) on “spare Mast structural capacity”, Vodafone prefers the Commission’s approach in the draft STD. We note that factors such as deflection criteria have already been incorporated by Vodafone’s structural engineers when preparing the draft database that Vodafone is continuing to develop. We do however agree with Telecom’s view (under clause 31.1) and the wider TCF view that the Common Format Site Database should be simple and not onerous. Vodafone’s structural engineers have not encountered difficulties in expressing spare capacity as a % figure. We believe that this is a reasonable, simple and consistent way of being able to compare values across a wide range of Relevant Facilities. One of the purposes of the Common</p>

Submitting Party	Clause	Comment
		<p>Format Site Database is to provide Access Seekers with the ability to identify Standard Site Types by filtering various fields in the Common Format Site Database. We believe (and it was noted at the TCF) that Access Seekers are likely to filter Relevant Facilities based in particular on spare capacity, as well as other attributes, when identifying Standard Site Types, so it is important that the value used to represent “spare capacity” is simple and easily understood.</p>
Telecom	32	<p>Although Vodafone agrees with the Commission’s reasoning that identifying individual Standard Site Types within the STD is impractical, we still believe that a process for establishing Standard Site Type Solutions is worthwhile. As indicated in our previous submissions, we believe that Standard Site Types can be identified at a certain level using the Common Format Site Database (which is in fact one purpose of the database itself, as mentioned elsewhere in this cross-submission). These Standard Site Types are likely to benefit from developing a typical engineering solution, through the Standard Site Type development process. This development of a Standard Site Type Solution can allow for a more streamlined process for the Access Seeker’s Applications for the Mobile Co-location Service and can also aid in the submission and processing of Multi-Site Applications.</p>
NZC	32 and ‘Key Change’ (f)	<p>Vodafone believes that the STD cannot be applied retrospectively, and therefore the suggestion that Standard Site Types be “agreed” before the STD is implemented is unworkable. We believe that the engagement of third party engineers to attempt to create definitions of “standard site types” is unlikely to assist in ensuring that the Common Format Site Database and the Mobile Co-location Service are launched within the timeframes outlined in the Implementation Plan. As submitted above under clause 32, we prefer the Commission’s view. We believe that the use of the Common Format Site Database and the process to develop</p>

Submitting Party	Clause	Comment
		a Standard Site Type Solution as set out in the draft STD are sufficient. We believe that the Multi-Site Application process and Standard Site Type Solution development process have enough flexibility to cater for bulk Applications, which might benefit from a standardised approach where feasible.
Telecom	33.2	Vodafone agrees with Telecom's submission that the Access Seeker should apply to the Access Provider for the use of Utility Services and that the Access Provider will subsequently advise the Access Seeker as to availability. This proposed approach is similar to that included in Vodafone's submission of 22 August.
Telecom	38.2	As this clause relates to cost-based charging, in the context of the allocation of future capital contributions for the shared use of an access track, Vodafone believes that the Commission's drafting should remain. We do not share Telecom's concern that this is a "price" or Charge (as defined in the General Terms); instead, we see it simply as a cost allocation principle and therefore not outside the scope of this STD. This is comparable to the wording in clause 34.2 which provides for cost allocation.
Telecom	41.6	Vodafone agrees with Telecom's proposed clarification.
Telecom	Part 11	Vodafone agrees with Telecom and supports the view that the substantive provisions relating to outages would sit best within the Operations Manual (though we have no objection to the provisions also remaining in the General Terms). Vodafone understands that this approach has been taken by the Commission in previous STDs.

Submitting Party	Clause	Comment
Telecom	47.6	Vodafone agrees with Telecom's submission and suggests that the word "promptly" be replaced with the words "as soon as reasonably practical" (a phrase which appears elsewhere in the Operations Manual).
Telecom	48	Vodafone suggests that this section be retained, as there may be some rare circumstances where the Access Seeker needs to do work outside the Access Seeker Space, such as work on a Utility Service that connects into the Access Seeker Space, We are not persuaded that the retention of this section is harmful, therefore we submit it should remain.
Telecom	52.2.2	Vodafone agrees with Telecom's comment that the Commission's drafting introduces ambiguity. In our submission of 22 August, Vodafone proposed alternative drafting; however, we now support Telecom's proposal that this clause should be deleted due to its ambiguity.
Telecom	52.7.1	When read in conjunction with the definition of 'NOC' in the Glossary (appendix A), Vodafone believes that the Commission's drafting is adequate, though we are not opposed to the insertion of an organisation-specific contact as proposed by Telecom.
Telecom	Appendices	We note generally that there are a number of areas within the Appendices where minor changes may be required depending on the outcome of the STD. Vodafone does not propose to go through those individual changes in this cross-submission. The comments in Vodafone's submission of 22 August and within this document set out Vodafone's position in relation to the main sections of the document, which, for the avoidance of doubt, applies also to the relevant Appendices. We note that in drafting its final STD, the Commission will need to review all of the Appendices to ensure consistency with the remainder of the Operations

<b>Submitting Party</b>	<b>Clause</b>	<b>Comment</b>
		Manual.

**Table 5: Mobile Co-location Access Terms**

Submitting Party	Clause	Comment
NZC	7.3.1	Vodafone agrees that this is a typographical error and ought to be corrected.
Telecom	7.4 (previous 7.3.4)	Vodafone agrees with the concern that the original drafting implies that Access Seekers can gain unfettered access to the Relevant Facilities, and therefore needs to be clarified. We prefer our suggested change to this provision over Telecom’s suggested change, as it is more precise.
Telecom	8.3	Vodafone agrees with the concern that this provision needs to be clearer in terms of when a lease, licence or other document should be disclosed by an Access Provider to an Access Seeker, and we further agree with the proposed drafting in terms of when such documents ought to be provided. Assuming that Telecom’s suggested drafting is accepted, Vodafone believes however that the drafting should be clarified to state that the Access Provider may delete covenants and other information that is confidential (in addition to when such covenants do not need to be performed), as referred to in our submission of 22 August.
Telecom	9	<p>Vodafone agrees that the words “If commercial terms are agreed in accordance with clause 9.1 or 9.2” should be inserted at the beginning of clause 9.3.</p> <p>Vodafone also refers the Commission to the comments in its submission of 22 August, in relation to:</p>

Submitting Party	Clause	Comment
		<ul style="list-style-type: none"> <li>• the provision should not apply where the Access Provider wishes to re-use the Relevant Facilities elsewhere; and</li> <li>• the addition of the words “where the right of Relevant Occupation permits”.</li> </ul>
Telecom	11	Vodafone agrees with the concept that suspension of all or part of the Mobile Co-location Service ought to be possible, which is why we suggested in our submission of 22 August, to add the words “..all or...”. However, we accept Telecom’s suggested changes to this provision, but (as noted in relation to clause 14.3 of the General Terms, changes will be required to clause 34.6 of the General Terms.
NZC	13.2	Vodafone disagrees with the suggested amendment. This wording is the equivalent wording to what is contained in clause 10.2 of the UCLL Co-location Access Terms and we can see no reason why it should be dealt with any differently for the Mobile Co-location Service.
Telecom	13.6	Vodafone agrees that the Access Provider should not be liable for the Access Seeker’s costs, liability, losses etc where the Access Seeker is responsible, and so therefore supports the inclusion of these words (as included in the UCLL Co-location STD).

**Table 6: Mobile Co-location Interference Management and Design**

Submitting Party	Clause	Comment
Telecom	General Comments	<p>Vodafone agrees with Telecom’s proposal that Unacceptable Performance Degradation should be measured on a cumulative basis taking into account all Access Seekers co-locating on a Relevant Facility. If the Unacceptable Performance Degradation is not measured on a cumulative basis it is possible that an Access Provider will suffer Unacceptable Performance Degradation even though on an individual basis each Access Seeker does not cause Unacceptable Performance Degradation. For example, the impact of each Access Seeker may not exceed the 0.5dB degradation to the link budget, however, the cumulative degradation could exceed 0.5dB and could be up to 1dB. This will have a significant negative impact on existing services and Vodafone has previously submitted on the likely impacts of 1dB degradation to the link budget. Vodafone wants to make sure that this does not happen by ensuring that the extent of degradation caused by co-location is absolutely capped.</p>
Telecom	2.3 Emergency Services	<p>Vodafone agrees with Telecom that the definition of “Emergency Services” ought to capture all life or death services. Vodafone also raises the point that the current definition does not capture the Emergency Services calls made by the public on the Cellular Telephone Networks to Emergency Services such as 111. The definition will capture such calls if it is expressed as:</p> <p style="text-align: center;"><b>Emergency Services</b></p> <p style="text-align: center;">Means Radiocommunications services utilised by, or <b>for the purposes of contacting</b>, the New Zealand Police, New Zealand Fire Service, New Zealand Rural Fire Authority, rural fire authorities, hospital and health services, <b>coast guard, civil defence or any other service which responds to</b></p>

Submitting Party	Clause	Comment
		<b>emergency situations.</b>
Telecom	2.3 Existing Co-locators	Vodafone agrees with Telecom's proposal to add "and any third party" to the definition of Existing Co-locators. This is consistent with Vodafone's proposal.
Telecom	2.3 Outages	Telecom's proposal for dealing with "Outages" is in line with Vodafone's proposal. The definition proposed by the Commission was very narrow and does not take into account other significant effects of interference. Vodafone's proposal captures increases and decreases in relevant performance measures, which are wider than those caught by Telecom's proposal. Vodafone's view is that a 1% change in the traffic volume is impracticable to measure and its proposed 5% threshold for all performance measures is more appropriate.
Telecom	2.3 Radiocommunications	<p>Vodafone supports Telecom's proposal that the phrase "as part of a Cellular Mobile Telephone Network" be deleted from the definition of Radiocommunication. This prevents the exclusion of certain radiocommunications operators.</p> <p>Vodafone also supports Telecom's proposal to insert a definition of Radiocommunications Services. This phrase should be used throughout the document in place of "Telecommunications Services". This ensures that third parties who do not operate a Cellular Network but are nonetheless affected by Co-location are captured by its terms.</p>
Telecom	2.3 Unavoidable Unacceptable	Vodafone agrees with Telecom's view that the term "Unavoidable Unacceptable Performance Degradation" is unnecessary and causes confusion. This term should be deleted.

Submitting Party	Clause	Comment
	Performance Degradation	
Telecom	6.1	<p>Telecom has recommended that the definition of Performance Degradation in clause 6.1.1 take into account loss of coverage due to site alterations. We support this change. Such coverage loss must be taken into account as it impacts adversely on End Users. The definition of Unacceptable Performance Degradation needs to be amended to take this into account, as suggested in Vodafone's previous submission on clause 6.2.1</p>
Kordia	6.2.1(b)	<p>The clarification Kordia provided is in line with what Vodafone provided in its submission i.e. 1dB degradation applies to the receiver noise floor. In its submission Vodafone showed that 1dB degradation in noise floor translates to a maximum of 0.51dB degradation in the link budget. (Vodafone maintains its view that the clear adverse impacts on End Users of a 1dB loss in the Link Budget cannot be justified).</p> <p>While receiver noise floor is part of the consideration in Cellular Mobile Telephone Network design it is the impact on the link budget that directly impacts the service provided to end users. Expressing the degradation as a function of the noise floor could create further complication as the degradation to the link budget will depend on the Access Provider's network design (or network loading). This has the potential to create unnecessary disputes. Vodafone maintains its proposal that the degradation should relate to the link budget rather than receiver noise floor.</p>
TeamTalk	6.2.1(b)	<p>Vodafone agrees in principle with TeamTalk's proposal for 0.2dB degradation to the link budget. TeamTalk has expressed similar concerns to Vodafone about the potential degradation to network performance from allowing greater degradation than 0.5dB.</p>

Submitting Party	Clause	Comment
		Vodafone shares those concerns and proposed a 0.5dB degradation in the link budget for this reason.
Telecom	6.2.1(b)	<p>Telecom’s proposal for 0.5dB degradation in the link budget is in line with Vodafone’s proposal. As set out above, Vodafone agrees with Telecom’s proposal for a total of 0.5dB degradation from all co-locators. Vodafone has previously provided supporting reasons why a 1dB degradation will be detrimental and continues to support a 0.5dB degradation limit. In order to prevent degradation from being cumulative, Vodafone proposes the following wording for 6.2.1(b):</p> <p style="text-align: center;">a total level of loss, <b>including any losses caused by other Existing Co-locators</b>, from the Access Provider’s or Existing Co-locator’s Link Budget of more than 0.5dB in either the uplink budget or the downlink budget.</p> <p>This caps total acceptable degradation at 0.5dB and by using the term ‘Existing Co-locators’ (as defined in Vodafone’s proposal) includes third party co-locators and not just Access Seekers.</p>
Woosh	6.2.1(b)	Woosh’s proposal for 0.5dB degradation in the link budget is in line with Vodafone’s proposal.
Telecom	6.2.1(d)	Vodafone agrees in principle with Telecom’s proposal for including a wider range of interference impacts. However, as indicated earlier, Vodafone is of the opinion that its own proposal better captures the concerns.
Telecom	6.2.2	Vodafone supports Telecom’s recommendation that 6.2.2 be amended to read: “... will be the agreed “Unacceptable Performance Degradation” for <b>the specific service operating from that site</b> ”. This ensures that any higher level of Degradation agreed between

Submitting Party	Clause	Comment
		the parties applies only to the specific service and not to the site as a whole.
NZC	7.4.3(d)	NZC suggest that there is no engineering basis for this clause. However, the avoidance of crossing Antenna beam azimuths is a common engineering practice to minimise interference. Crossing Antenna beam azimuths actually causes interference. Vodafone therefore maintains that clause 7.4.3(d) is required.
Telecom	8.1.2	<p>Vodafone supports Telecom’s proposal as it shares the concerns raised by Telecom. An Access Seeker should be required to report any interference during the testing phase so that it does not game the system to its advantage.</p> <p>Testing of Access Provider’s forecast equipment would only be possible (and relevant) where the rollout of forecast equipment is imminent.</p>
Telecom	9.1.4	<p>Telecom has recommended that the original clause 10.1.4 should be included with a minor amendment:</p> <p style="padding-left: 40px;">The solution must:</p> <p style="padding-left: 40px;">(a) Avoid Interference;</p> <p style="padding-left: 40px;">(b) Not cause Unacceptable Performance Degradation to existing Radiocommunications services or to Access Provider’s forecast Telecommunications Services at or on the Relevant Facilities;</p> <p style="padding-left: 40px;">and</p>

Submitting Party	Clause	Comment
		<p style="text-align: center;">(c) Comply with the Mobile Co-location Operations Manual.</p> <p>Vodafone agrees that a solution must fulfil all of these requirements in order to comply with the Interference Management and Design Document and supports the insertion of this clause, it could be inserted after either 9.1.2 or 9.1.3.</p>
Telecom	9.1.6	<p>Vodafone agrees with the point raised by Telecom relating to the timeframe for a desktop study being extended to 15 working days. Vodafone is of the view that if adequate information is not provided by the Access Seekers in its proposal then the Access Provider should have the opportunity to get this information.</p>
Telecom	9.4 and 9.5	<p>Vodafone agrees with Telecom that the Access Seeker ought to be under an obligation to notify the Access Provider of any Performance Degradation experienced during the probation period in clauses 9.4 and 9.5. We suggest that the Access Seeker should be required to notify any level of Performance Degradation not just Unacceptable Performance Degradation. This ensures that all Parties are aware of any Performance Degradation at the time at which it arises so that it can be dealt with appropriately as soon as possible, thereby minimising degradation experienced by End Users and enabling Access Providers to plan to avoid issues in future. This will also mean that the Access Seeker will not be required to undertake any bench marking or measurements prior to notifying. This can be achieved using the following wording in all of the effected clauses:</p> <p style="text-align: center;">If, [ ], the Access Seeker experiences Performance Degradation it will give notice to the Access Provider and any Existing Co-locators.</p>

Submitting Party	Clause	Comment
		<p>Upon receipt of a Notice given under clause [ ], the Parties shall meet to discuss and agree a solution to the Performance Degradation provided that:</p> <p>(a) the Access Seeker shall not require the Access Provider or any Existing Co-locator to take any steps, and no issue arising from it may be referred to the dispute resolution process in section 39 of the Mobile Co-location General Terms. The Access Seeker must either accept such Performance Degradation or amend its solution through a new Application; and</p> <p>(b) the Access Provider and any Existing Co-locators shall not be required to agree to any solution that causes Unacceptable Performance Degradation. The Access Seeker must either accept such Performance Degradation or amend its solution through a new Application.</p>
Telecom	10.1.5 and 10.2.4	<p>Telecom has recommended that an expert resolving a dispute under these clauses ought to have to consider all of the principles of the Interference Management and Design Document and not just those in clause 5.2. We have previously recommended that all clauses that invoke the expert determination procedure should be amended so that the expert must consider the principles in 5.2. We continue to support this suggestion, however, Telecom has a good point that a determination should not be inconsistent with any part of the Interference document and not just the 5.2 principles. We recommend that the clauses read:</p> <p>The expert in reaching their decision shall apply the principles set out above in clause 5.2 and the decision must be consistent with them <b>and with this Interference Management and Design Document.</b></p>

Submitting Party	Clause	Comment
		The clauses affected are: 9.1.10, 9.3.2, 9.4.3, 9.4.8, 9.4.19, 9.4.26, 9.5.3, 9.5.5, 9.5.10, 9.5.44, 9.5.48, 10.1.5, and 10.2.4.
Telecom	Licensing	Vodafone supports Telecom's proposal to reinstate section 13 of the Interference Management and Design Document. Vodafone shares the same concern as Telecom and licensing should not be used to game the system.

**Table 7: Mobile Co-location Implementation Plan**

Submitting Party	Clause	Comment
Telecom	General	Telecom submitted that more time should be allowed for Access Providers to develop the Common Format Site Database and enhance their operational support systems. They also proposed a new Soft Launch timeline with a Bow Wave concept. While Vodafone prefers the Soft Launch and implementation processes and timeframes outlined in our submission of 22 August, we have no strong preference between the alternatives.
Woosh	General	Woosh recommended a much longer Soft Launch period during which service levels should be relaxed, and penalties greatly reduced. Vodafone agrees with much of Woosh's submission on the Soft Launch. More detail is covered under specific clauses below.
Telecom	3.1.1	Vodafone agrees with Telecom's submission that the phrase "except as otherwise provided for in this Mobile Co-location Implementation Plan" should be deleted. This is because an Access Provider should not be required to provide the Mobile Co-location Service to an Access Seeker that has not met the prerequisites set out in the Mobile Co-location General Terms and the Mobile Co-location Operations Manual. An Access Seeker must, therefore, not be able to submit a Site Data Pack Application to the Access Provider for delivery of the Mobile Co-location Service unless it has met those prerequisites. There should be no exception to this rule.

Submitting Party	Clause	Comment
Woosh	4	<p>Vodafone agrees with Woosh’s recommendation for a ‘soft-launch’ period during which service levels are relaxed, and penalties greatly reduced.</p> <p>Woosh submitted that the Soft Launch period can be used by Access Seekers to refine their forecasting process. Vodafone agrees that the Soft Launch is additionally important to the Access Seeker who needs to learn how to progress the different stages of the end-to-end process. During this period the Access Seeker will also obtain training from the Access Provider in the use of provisioning systems and Application forms (as described in the Mobile Co-location Operations Manual).</p> <p>Woosh submitted that ‘heavy’ regulation, if it is necessary, should only apply after a Soft Launch period. Woosh stated that small companies, say, with less than 300 sites on the Site Database, should not be required to shoulder the burden of ‘heavy’ regulation. Vodafone agrees that “heavy regulation” should only apply after the Soft Launch period, but disagrees that the application of such “heavy regulation” should be applied on a discriminatory basis around a company size limit. This is because it is necessary that each Access Provider should be treated equally in relation to all other Access Providers, just as each Access Seeker assumes the same rights and obligations of other Access Seekers.</p> <p>Woosh proposed a Soft Launch period of 6 months covering up to 10 sites or 5% of the Access Provider’s published site database. Vodafone agrees that a longer Soft Launch would be beneficial, but prefers the Soft Launch and Implementation outlined in our submission of 22 August.</p>

Submitting Party	Clause	Comment
Telecom	4.3	Telecom submitted that a time based Soft Launch period better achieves the purpose of the Implementation Plan and Telecom provided a list of reasons as to why it believes this is the case. Vodafone agrees with this principle and generally agrees with the reasons given. Telecom also submitted that a “Bow Wave” should be included in the Implementation Plan. While Vodafone prefers the Soft Launch and Implementation processes and timeframes outlined in our submission of 22 August, we have no strong preference between the alternatives.
Telecom	4.6	Telecom submitted that the phrase "For those Service Levels which are exempt from Performance Penalties" should be deleted from the beginning of clause 4.6. Vodafone agrees with this because during the Soft Launch period neither the Access Provider nor the Access Seeker should be liable for any faults.
Telecom	5.1	Telecom submitted that this clause is confusing and should therefore be deleted. Vodafone agrees that the clause is confusing but we proposed alternate wording in our submission of 22 August to clarify the ambiguity.
Telecom	5.4	<p>Telecom submitted that the Commission's timeframe for the delivery of the Service is unreasonable and unworkable and proposed a new timeline. In paraphrased summary, Telecom proposed: a period of 40 Working Days to finalise its operational support systems; an open-ended timeframe to populate the Common Format Site Database based on Access Seeker Forecasts; and that the soft launch should end with “business as usual” applications on SL + 70 Working Days.</p> <p>While Vodafone prefers the Soft Launch and Implementation process and timeframes outlined in our submission of 22 August,</p>

Submitting Party	Clause	Comment
		we have no strong preferences between the alternatives. As we mention elsewhere in this cross-submission, Vodafone strongly supports the view that the Common Format Site Database should be populated with data in accordance with the principles unanimously agreed by the TCF.
Woosh	5.4	Woosh proposed limiting the Site Database to towers and allowing 15 Working Days for Access Providers to provide the Database. Vodafone believes that a 5 Working Day timeframe would be achievable for a Common Format Site Database of the scope agreed by the TCF as we outlined in our submission of 22 August. Vodafone remains of the view that a longer period would be necessary if the scope of the Common Format Site Database was to be increased in any way.
Telecom	7.1	Telecom submitted that the timeframes for achieving the KPIs is unrealistic. Vodafone agrees but believes that a 5 Working Day timeframe would be achievable for a Common Format Site Database as outlined above. Vodafone also believes that a 5 Working Day timeframe for making all necessary enhancements to its Operational Support Systems to facilitate the Mobile Co-location Service would be achievable if the Commission accepts Vodafone's submission in relation to the longer Soft Launch period.
Telecom	7.2.3 and 7.2.2	Telecom submitted that clause 7.2.3 should come before 7.2.2 so that the reporting provisions are sequential. Vodafone agrees with this amendment.
Telecom	New 8	Telecom submitted (a new) section should be inserted into the Implementation Plan as clause 8. While Vodafone prefers the

<b>Submitting Party</b>	<b>Clause</b>	<b>Comment</b>
		Soft Launch and Implementation processes and timeframes outlined in our submission of 22 August, we have no strong preference between the alternatives.