

NEW ZEALAND SERVICES TARIFF

ACN PACIFIC PTY LTD

This Tariff is incorporated in the agreement formed between you (the customer) and ACN Pacific Pty Ltd (*'ACN, 'we', 'us'*) in accordance with the ACN Pacific Standard Terms (NZ Toll Services). This Tariff contains the rates, charges and rules and regulations applying to Services from points within New Zealand as provided by ACN. This Tariff also sets out the description of the Services (*'Service Description'*). We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers (*'Network Providers'*).

The Tariff Schedule is comprised of the following parts:

- A. this Title Sheet and Service Description (including Schedule of Charges)
- B. the Appendices, as follows:
 - Appendix A – Restricted Originating Access
 - Appendix B – International Call Charges
 - Appendix C – International Audiotext Call Charges
 - Appendix D – Global and Satellite Call Charges

An up-to-date or hard copy of this Tariff may be obtained on request by calling our Customer Contact Centre on 0508 226 000 or from ACN's website at www.acn.co.nz.

SERVICE DESCRIPTION (INCLUDING SCHEDULE OF CHARGES)

1. GENERAL INFORMATION

1.1 CUSTOMER SERVICE

Customer Service is available by calling our Customer Contact Centre during the following hours of operation:

Monday to Friday	9.00am to 9.00pm
Saturday	10.00am to 10.00pm
Sunday and New Zealand Public Holidays	10.00am to 7.00pm

All hours of operation are New Zealand Standard Time (or New Zealand Summer Time, when in effect).

1.2 INVOICING

We will usually provide you an invoice on a monthly basis, but we may vary the invoicing frequency from time to time. We may defer the issue of an invoice to you where the amount owing in the current invoicing period is less than NZ\$5.00 (including any charges from a prior invoicing period where the invoice was deferred). Where we defer an invoice, you are not obliged to pay the amount outstanding until such time as we issue an invoice to you. In any case, we will always provide an invoice at least every three months. Regardless of the amount outstanding we will not defer a final invoice to you.

You will receive your invoice at or about the same time each month. Your invoicing date is dependant on the invoicing cycle day assigned when you became a customer.

Recurring charges will be invoiced to you monthly in advance (unless specified otherwise). Where we connect, activate or install a service or feature (including applying a billing feature) that incurs a recurring charge, the recurring charge for the initial period will be pro-rated (unless specified otherwise) and invoiced on the next invoice immediately following the connection, activation or installation. Usage charges are invoiced monthly in arrears.

Our standard method of issuing an invoice to you is via paper media. We also provide the option to receive your invoice via electronic media (i.e. via email).

1.3 PAYMENT OPTIONS

We offer the following ways of paying your invoice:

- (a) By credit card, MasterCard or Visa, by phone;
- (b) By cheque, via mail; or
- (c) By cash, EFTPOS card (credit cards are NOT accepted), or cheque using PostShop Billpay at a New Zealand Post PostShop or a Books and More outlets in New Zealand.

You may also elect to pay your invoice automatically via:

- (a) direct debit from a New Zealand bank account, or
- (b) direct debit from a credit card (MasterCard and Visa)

Where you elect automatic payment you must complete a direct debit authority. We will then automatically deduct the amount due on the due date (or immediately thereafter) from your nominated account or credit card.

2. WIRELINE TOLL SERVICE

ACN's Wireline Toll Service ('Toll Service') comprises point-to-point fixed line voice telephony services as described below.

Note: We do NOT offer to supply Local Access Services in New Zealand.

2.1 TOLL SERVICE

The ACN Toll Service provides certain calls between a calling party within New Zealand and a called number elsewhere in New Zealand or overseas. From your Access Line you may use Toll Service to call:

- (a) New Zealand telephone numbers that are directly connected to a local exchange of a Supplier;
- (b) international telephone numbers (where access is available to those numbers via Toll Service);
- (c) most cellular phones/mobiles (i.e. calls to New Zealand cellular phone numbers);
- (d) telephone numbers assigned to global and satellite mobile terminals (where access is available to those numbers via Toll Service); and
- (d) in some limited circumstances, other New Zealand telephone numbers which can be accessed through other Suppliers' Networks;

subject to arrangements between the relevant Suppliers with whose network the called number or the calling number is associated.

2.1.1 Exclusions

Toll Service does not include your Access Line, access related and non-preselectable services including un-timed local calls (local calls include those from standard Residential Access Lines, including but not limited to Local Standard Voice Telephone Services and Local Residential Dial Up Data Services, and Business Access Lines (Business Exchange Lines). Generally, local calls are defined as calls where:

- i) the calling party and the called party are both located in the same Local Calling Area; or
- ii) the Locality in which the calling party is located has designated local call access to the Locality in which the called party is located (but which is not located in the same Local Calling Area).

Toll Service also does not include calls made:

- (a) to and from pay phones connected to any Supplier's network;
 - (b) to 0-900 numbers (and other premium rate services);
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- (c) to 0-800 numbers (i.e. a “free-to-call” number in New Zealand);
- (d) using pre-paid phone cards;
- (e) from ship to shore using mobile satellite terminals;
- (f) from Mobile Satellite phones; or
- (g) from calling cards.

2.1.2 Accessing Toll Services

You must first preselect us for Toll Services prior to using the Service. If your Access Line is preselected to us, Toll Services may be accessed on that Access Line by dialling the required number including any appropriate area or country code (followed by the exchange prefix and line number).

If you wish to make calls using another Supplier you must dial the Supplier’s override code. Note: it may not be possible to make an override call using TelstraClear or other TelstraClear resellers.

2.2 RESTRICTIONS ON TOLL ACCESS

Toll Service is only available to approved customers whose premises are connected to the Telecom New Zealand public switched telephone network (PSTN) or TelstraClear’s Cable Telephony network. Whilst most people in New Zealand can access the Service, there are still some Access Lines from which our Service cannot be accessed. These restrictions on access are as follows:

- There are some service types and exchanges that do not support toll preselection.
- There are some exchanges (or exchange lines) that support only limited originating access. These exchanges (or exchange lines) are identified in *Appendix A* to this Tariff.
- Calls from payphones are provided by the Supplier providing the payphone.
- Services not connected to Telecom’s PSTN or TelstraClear’s cable telephony infrastructure in Wellington, Christchurch and Kapatī.

Access to Toll Service is not currently available to services connected to an Integrated Services Digital Network (ISDN).

Access to Toll Service will not be available where a permanent Toll Bar or certain call restriction products which prevent access to the Service have been installed on your service.

2.3 PRICING OPTIONS

Different pricing options (“Service Plans”) are available according to the type of service and your customer classification (i.e. Residential or Business), with variations in the service charges and call

charges. The various Service Plans are outlined below and may also provide discounts as specified.

Should you inadvertently choose a Service Plan that is not available to you, or not available for your service type, or your eligibility for a Service Plan changes we may automatically change your Service Plan by applying the appropriate Service Plan to your service(s), without notice to you.

The cost of the service depends on the pricing option(s) you select, your actual usage of the service and if you accept the terms of any special pricing options or promotions.

Unless specified otherwise the charges, discounts etc are based on each individual service (phone number).

Unless otherwise specified in relation to particular types of calls, charges for calls made from your phone using Toll Service are your responsibility.

2.3.1 Available Service Plans

Available Service Plans are pricing options for new connections only.

These Service Plans are also available to existing credit-approved customers whose service was connected to another current Available Service Plan on or after April 17, 2008. You may also switch to an Available Service Plan from a Retired Service Plan (see 2.3.2) upon request, provided you agree to pay any Service Plan Change Fee.

We may waive the Service Plan Change Fee in limited circumstances at our discretion.

2.3.1.1 SmartChoice Plan

You can choose the SmartChoice Plan if you are a non-commercial (i.e. Residential) or commercial (i.e. Business) customer and your Access Line is a Local Standard Voice Telephone Service, Local Residential Dial Up Data Service or Business Exchange Line.

This Service Plan attracts a monthly Plan Fee and does not offer time-of-day or distance based discounts or weekend or holiday calling discounts.

Where you preselect us and maintain that preselection choice for your preselectable long distance calling you are eligible for discount pricing on national long distance calls from your service to other active ACN customers who maintain long distance (toll) preselection, and discount pricing on Trans-Tasman international calls to active ACN fixed line customers in Australia who have acquired and maintain local access AND long distance service ('ACN-2-ACN Calling'- see 2.3.4 below).

2.3.1.2 SmartChoice Plus Plan

You can choose the SmartChoice Plan if you are a non-commercial (i.e. Residential) or commercial (i.e. Business) customer and your Access Line is a Local Standard Voice Telephone Service, Local Residential Dial Up Data Service or Business Exchange Line.

This Service Plan attracts a monthly Plan Fee and does not offer time-of-day or distance based discounts or weekend or holiday calling discounts.

Where you preselect us and maintain that preselection choice for your preselectable long distance calling you are eligible for discount pricing on national long distance calls from your service to other active ACN customers who maintain long distance (toll) preselection, and discount pricing on Trans-Tasman international calls to active ACN fixed line customers in Australia who have acquired and maintain local access AND long distance service ('ACN-2-ACN Calling'- see 2.3.4 below).

2.3.1.3 SmartChoice 20 Plan

You can choose the SmartChoice 20 Plan if you are a non-commercial (i.e. Residential) customer and your Access Line is a Local Standard Voice Telephone Service.

This Service Plan attracts a monthly Plan Fee and does not offer time-of-day or distance based discounts or weekend or holiday calling discounts.

Where you preselect us and maintain that preselection choice for your preselectable long distance calling you are eligible for discount pricing on national long distance calls ('Unlimited Calling'- see 2.3.4 below).

Note: Our offer and your use of 'Unlimited Calling' is subject to ACN's 'Unlimited Calling' Reasonable Use Policy (RUP) as set out in 2.3.4 below.

2.3.1.4 SmartChoice 25 Plan

You can choose the SmartChoice 25 Plan if you are a non-commercial (i.e. Residential) customer and your Access Line is a Local Standard Voice Telephone Service.

This Service Plan attracts a monthly Plan Fee and does not offer time-of-day or distance based discounts or weekend or holiday calling discounts.

Where you preselect us and maintain that preselection choice for your preselectable long distance calling you are eligible for discount pricing on national long distance calls and Trans-Tasman calls to landline numbers in Australia ('Unlimited Calling'- see 2.3.4 below).

Note: Our offer and your use of 'Unlimited Calling' is subject to ACN's 'Unlimited Calling' Reasonable Use Policy (RUP) as set out in 2.3.4 below.

2.3.1.5 SmartChoice 45 Plan

You can choose the SmartChoice 45 Plan if you are a non-commercial (i.e. Residential) customer and your Access Line is a Local Standard Voice Telephone Service.

This Service Plan attracts a monthly Plan Fee and does not offer time-of-day or distance based discounts or weekend or holiday calling discounts.

Where you preselect us and maintain that preselection choice for your preselectable long distance calling you are eligible for discount pricing on national long distance calls and calls which terminate to geographic numbers in Australia, Canada, China (excluding Macau SAR), France, Germany, Hong Kong SAR, Ireland (Republic of), Japan, Netherlands, Singapore, South Korea, Switzerland, Taiwan (ROC), United Kingdom and United States ('Unlimited Calling' - see 2.3.4 below).

Note: Our offer and your use of 'Unlimited Calling' is subject to ACN's 'Unlimited Calling' Reasonable Use Policy (RUP) as set out in 2.3.4 below.

2.3.2 Retired Service Plans

Retired Service Plans are pricing options which are no longer available for new connections.

Reconnection to a Retired Service Plan is not available to an existing customer when requesting the reactivation of a cancelled service. You must select a current Available Service Plan.

Retired Service Plans are not available to existing customers for selection when requesting a change to a your existing Service Plan except at our discretion and only where the relevant service is active and connected to another Retired Service Plan at the time of your request.

If you wish to change your service plan from a current Available Service Plan the new Service Plan you select must be an Available Service Plan.

We may waive the restrictions upon connections to Retired Service Plans in limited circumstances at our discretion.

2.3.2.1 Friends Plan

The Friends Plan was withdrawn as an Available Service Plan on April 18, 2007 and is no longer available for new connections. If you are a non-commercial (i.e. Residential) or commercial (i.e. Business) customer and your Access Line is a Local Standard Voice Telephone Service or Business Exchange Line, and you subscribed to this Service Plan prior to April 19, 2007, your Access Line may remain subscribed to this Service Plan subject to the conditions and restrictions outlined in Clause 2.3.2.

This Service Plan offers time-of-day or distance based discounts and weekend calling discounts but does not offer holiday calling discounts.

Where you preselect us and maintain that preselection choice for your preselectable long distance calling you are eligible for discount pricing on national long distance calls from your service to other active ACN customers who maintain long distance (toll) preselection, and discount pricing on Trans-Tasman international calls to active ACN fixed line customers in Australia who have acquired and maintain local access AND long distance service ('ACN-2-ACN Calling' - see clause 2.3.4 below).

2.3.2.2 Friends Plus Plan

The Friends Plus Plan was withdrawn as an Available Service Plan on April 18, 2007 and is no longer available for new connections. If you are a non-commercial (i.e. Residential) or commercial (i.e. Business) customer and your Access Line is a Local Standard Voice Telephone Service or Business Exchange Line, and you subscribed to this Service Plan prior to April 19, 2007, your Access Line may remain subscribed to this Service Plan subject to the conditions and restrictions outlined in Clause 2.3.2.

This Service Plan attracts a monthly Plan Fee and does not offer time-of-day or distance based discounts or weekend or holiday calling discounts.

Where you preselect us and maintain that preselection choice for your preselectable long distance calling you are eligible for discount pricing on national long distance calls from your service to other active ACN customers who maintain long distance (toll) preselection, and discount pricing on Trans-Tasman international calls to active ACN fixed line customers in Australia who have acquired and maintain local access AND long distance service ('ACN-2-ACN Calling'- see 2.3.4 below).

2.3.2.3 International Friends Plan

The International Friends Plan was withdrawn as an Available Service Plan on April 18, 2007 and is no longer available for new connections. If you are a non-commercial (i.e. Residential) or commercial (i.e. Business) customer and your Access Line is a Local Standard Voice Telephone Service or Business Exchange Line, and you subscribed to this Service Plan prior to April 19, 2007, your Access Line may remain subscribed to this Service Plan subject to the conditions and restrictions outlined in Clause 2.3.2.

This Service Plan attracts a monthly Plan Fee and does not offer time-of-day or distance based discounts or weekend or holiday calling discounts.

Note: ACN-2-ACN Calling discounts are NOT available on the International Friends Plan.

2.3.3 ACN-2-ACN Calling

ACN-2-ACN Calling discounts are only available once long distance (toll) preselection has been activated for your service. There may be a delay in transferring, connecting or preselecting your service to ACN. We are not responsible for any delay.

You are not responsible for identifying other active customers in New Zealand or Australia who maintain long distance (toll) preselection (and in Australia, local access). Such identification is handled by our facilities and systems. We are not responsible for any delay in transferring, connecting, preselecting or registering these services to ACN.

Where we are notified by our Network Provider that we are no longer your toll service provider of choice (i.e. you no longer acquire service from ACN by preselecting another service provider's long distance service) we will immediately deactivate ACN-2-ACN Calling on your Service Plan.

ACN-2-ACN Calling discounts do NOT apply to local calls where those calls are carried on a network other than that of the Local Exchange Carrier, calls to special numbers (including but not limited to un-timed calls which are not local calls), calls to cellular phone services, international long distance calls (with the exception of calls to other active ACN fixed line customers in Australia), calls to global or satellite services, or operator assisted calls.

Note: ACN-2-ACN Calling is subject to a maximum benefit per call and in any invoicing period.

2.3.4 Unlimited Calling

Unlimited Calling is an offer whereby the charges for the first sixty (60) minutes of certain eligible calls (as defined by your Service Plan) are included in your Plan Fee and you will only pay for the minutes of duration beyond the first 60 minutes.

Unlimited Calling does NOT apply to local calls where those calls are carried on a network other than that of the Local Exchange Carrier, calls to special numbers (including but not limited to un-timed calls which are not local calls), calls to cellular phone services, international long distance calls (with the exception of calls to geographic numbers in certain nominated international jurisdictions), calls to global or satellite services, or operator assisted calls.

Where your Service Plan offers Unlimited Calling, the offer is only available once long distance (toll) preselection has been activated for your service. There may be a delay in transferring, connecting or preselecting your service to ACN. We are not responsible for any delay.

Our offer and your use of Unlimited Calling is subject to ACN's Unlimited Calling Reasonable Use Policy (RUP) as set out below:

- a) We aim to provide a quality service and competitive offer to all our customers and ensure that no customers are disadvantaged by the behaviour of others.

ACN will consider your use of this offer to be excessive and inconsistent with a reasonable residential usage pattern if your total accrued minutes of free calling under this offer exceeds 5000 minutes in any monthly invoicing period.

Where we identify that your use is excessive, as stated above, we may, at our discretion, choose to apply standard call rates to the excess minutes of use and request that you moderate your usage. Where you fail to immediately moderate your usage we may refuse you access to the offer. If we refuse you access to the offer we will then charge you our standard rates (as per your Service Plan) for all minutes of calling which otherwise would have been eligible for the offer. We will also change your Service Plan to an Available Service Plan which does not offer Unlimited Calling.

- b) We supply the service for the purpose of you making calls from your home phone on our network for your own personal use. We will consider your use to be unreasonable if you:
- i) make calls on our network other than for your personal use (i.e we consider that your individual usage pattern is inconsistent with reasonable residential usage) ;
 - ii) wholesale or on-sell minutes (including transit, refile or aggregate domestic or international traffic) on our network, whether for monetary consideration or otherwise; or
 - iii) use the service in connection with a device that switches or re-routes calls to and from our network or the network of any Supplier;

without first obtaining our written consent. We may give or withhold our consent, or make consent subject to conditions, in our discretion.

We will also consider your use of the service to be unreasonable if you set up switch devices which may potentially allow a line to be kept open limiting the ability of other customers to access our network.

Without limiting our rights under the Standard Terms and Conditions or our rights under this Tariff Schedule, where we consider your use of the offer to be unreasonable then we may suspend or cancel your service, in each case immediately and without notice to you.

Please note that our right to suspend or cancel the service without notice to you under this RUP over-rides any requirement we may have to give you notice in this Tariff Schedule or in the Standard Terms and Conditions.

2.4 TOLL SERVICE CALL TYPES

Local Call - a call passed to us from another carrier, where the definition of the call meets the definition as set out in 2.1.1 above, though these calls are not the same as those provided by your local exchange carrier. Where a local call is passed to us from another carrier, we reserve the right to apply charges on a call duration basis (i.e. we may consider the call a time chargeable local call).

National Long Distance Call - a call from an Access Line within New Zealand to an Access Line elsewhere in New Zealand that is not a local call.

International Long Distance Call - a call from an Access Line within New Zealand to a called number outside New Zealand.

International Audiotext Calls – a call from an Access Lines within New Zealand to a premium rate Information Service outside New Zealand.

Landline to Cellular Calls - a call from an Access Line within New Zealand to a New Zealand cellular phone number.

2.5 GLOBAL AND SATELLITE SERVICES CALL TYPES

Inmarsat Call - a call from an Access Line within New Zealand to an Inmarsat (International Maritime Satellite Organisation) service, being Inmarsat-A, Inmarsat Aero, Inmarsat-B, Inmarsat-B, Inmarsat-B HSD, Inmarsat-B Land, Inmarsat-GAN ISDN, Inmarsat-M Land, Inmarsat-M Maritime and Inmarsat Mini-M mobile satellite terminals located within the beam coverage of the Inmarsat Pacific Ocean Region, Indian Ocean Region, Atlantic Ocean Region, and Atlantic Ocean-West Region satellites.

Global Mobile Satellite System (GMSS) Call - a call from an Access Line within New Zealand to an Iridium or Globalstar GMSS service either within New Zealand or overseas.

International Shared Network Call - a call from an Access Line within New Zealand to a Thuraya Regional Mobile Satellite System (RMSS) or an EMSAT RMSS service located within the satellite footprints of those networks.

3. CHARGES

We may, at our discretion, waive or reduce any charges.

The cost of the service depends on the pricing option(s) you select, your actual usage of the service and if you accept the terms of any special pricing options or promotions.

3.1 CHARGING PRINCIPLES

Points to note in relation to charging for Toll Service are:

- You will be charged for usage of the Service monthly in arrears.
- You will be charged any service charges or Service Plan fees monthly in advance.
- Fixed charge calls are charged a flat charge specified for the call type.
- Timed calls are charged in the time increments specified for the call type (rounded up to the next increment and cent) for the chargeable calling time.
- You will not be charged for unsuccessful calls (eg. a call unanswered because the called number is busy).
- Call charges, except fixed call charges (see below), include an initial duration charge according to the call type and are dependent on the Service Plan (or Service Plan Option, if applicable) to which your service is subscribed, unless specified otherwise.
- Operator services typically include a surcharge on the call charge.
- There is no charge for calls to the Emergency Services numbers.

3.2 RECURRING CHARGES

3.2.1 Service Plan Fee

Where you have chosen a Service Plan that attracts a Plan Fee we will charge you a recurring fee each month for access to the pricing features of that Service Plan. The Plan Fee is in addition to the usage charges that apply to your Service Plan and is applied in advance.

The Plan Fee is pro-rated according to the portion of the invoicing period (based on a 30 day period) over which the Service Plan was active and is applied irrespective of your usage of the service during the invoicing period.

The Plan Fee begins on the day that the network provider completes all necessary steps to activate the service, or from midnight on the day a Service Plan change is effected.

The Plan Fee ceases at midnight on the day the network provider completes all necessary steps to terminate the physical service.

Service Plans and the relevant Plan Fee are outlined in the following table:

<i>Service Plan</i>	<i>Plan Fee Inclusive of GST</i>
<i>Available Service Plans</i>	
SmartChoice Plan	\$2.00 per month
SmartChoice Plus Plan	\$5.00 per month
SmartChoice 20 Plan	\$20.00 per month
SmartChoice 25 Plan	\$25.00 per month
SmartChoice 45 Plan	\$45.00 per month
<i>Retired Service Plans</i>	
Friends Plan	nil
Friends Plus Plan	\$5.00 per month
Friends International Plan	\$8.00 per month

3.2.2 Service Plan Options

Service Plan Options provide preferential or alternative pricing offers and may be combined with an eligible Service Plan. Where you have chosen to apply an available Service Plan Option ('Plan Option') to your eligible Service Plan we will charge you a recurring Plan Option Fee each month for access to the preferential or alternative pricing features of that Plan Option. The Plan Option Fee is in addition to any other fees (e.g. Plan Fee) that apply to your Service Plan and is applied in advance.

The Plan Option Fee is pro-rated according to the portion of the invoicing period over which the Plan Option was active and is applied irrespective of your usage of the service during the invoicing period. Charging ceases at midnight of the day that you request we deactivation of the Plan Option from your Service Plan.

The available Plan Options and the relevant monthly fee are as follows:

<i>Eligible Service Plan</i>	<i>Available Service Plan Option</i>	<i>Plan Option Fee (per month) Inclusive of GST</i>
SmartChoice Plan	WorldChoice	99¢
SmartChoice Plus Plan	WorldChoice	99¢

You may request the activation or deactivation of a Plan Option only once per invoicing period. Where you make such a request more than 3 times in any 12 months period (as measured from the date we first activate, connect or install your service) we will apply an administration charge as follows:

<i>Service Plan Option</i>	<i>Requests (in any 12 month period)</i>	<i>Charge (per request) Inclusive of GST</i>
WorldChoice (SmartChoice and SmartChoice Plus Plans)	1 – 3	Free
	4 - 6	\$5.00
	7- 12	\$15.00

3.3 TOLL USAGE CHARGES

3.3.1 Local Call Charges

Local Calls where carried on a network other than that of the Local Exchange Carrier, are charged at the following rates:

<i>Service Plan</i>	<i>Local Calls (per call) Inclusive of GST</i>
SmartChoice Plan	16¢ for the first minute of duration, 16¢ per minute thereafter
SmartChoice Plus Plan	14¢ for the first minute of duration, 14¢ per minute thereafter
SmartChoice 20 Plan	20¢ for the first minute of duration, 20¢ per minute thereafter
SmartChoice 25 Plan	20¢ for the first minute of duration, 20¢ per minute thereafter
SmartChoice 45 Plan	20¢ for the first minute of duration, 20¢ per minute thereafter
Friends Plan	Peak (Mon – Fri 8am – 6pm): 43¢ for the first minute of duration, 43¢ per minute thereafter Off Peak (all other times): 17¢ for the first minute of duration, 17¢ per minute thereafter
Friends Plus Plan	17¢ for the first minute of duration, 17¢ per minute thereafter
International Friends Plan	17¢ for the first minute of duration, 17¢ per minute thereafter

3.3.2 Timed Long Distance Call Charges

The calculation of call charges for timed long distance calls varies depending on the call type.

a) National long distance calls

All national long distance calls ('national calls'), unless specified otherwise, incur a minimum initial charge and additional charges (see below) based on the Service Plan; the duration of the call; the day of the week; and the time of day.

Charging commences at the time a connection is established and stops when a call is terminated. Each call includes the charge for the initial minute (unless otherwise specified), plus the charge per subsequent increment multiplied by the duration of the call beyond the initial minute (rounded to the nearest charging increment and cent). The charge rates for each call type and time period are listed by Service Plan below.

For the purposes of determining the time at which a call is placed, the time used is the local time in the New Zealand time zone to which the local exchange's Local Calling Zone has been allocated. This will not necessarily be the local time at the place at which your service is located.

The total call is charged in the time category current when the call is established.

National calls are charged in increments of one minute (or part thereof) as follows:

Table A - National Call Rates and Charge Periods - SmartChoice Plan

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
SmartChoice Plan	Minimum Initial Charge	All times	16¢ per call for the first minute of duration (or part thereof)
	Flat rate*	All times	16¢
	* All calls will be charged at the rates above to a maximum of \$2.50 for the first 120 minutes of the call (including the minimum initial charge). The rates above apply to all minutes of duration thereafter.		
	ACN-2-ACN Calls#	All times	no duration charges apply for the first 60 minutes after the initial minute (which is charged at the above Minimum Initial Charge rates). The rates above apply to all minutes of duration thereafter.

Maximum of 200 free minutes of national and Trans-Tasman long distance calling per service per month. The ACN-2-ACN Calling benefit is pro-rated according to the portion of the invoicing period (based on a 30 day period) over which the Toll Service was active, or the Service Plan applied, as appropriate. ACN-2-ACN Calling benefits cannot be rolled over from one month to the next and are not transferable to another service.

Table B - National Call Rates and Charge Periods - SmartChoice Plus Plan

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
SmartChoice Plus Plan	Minimum Initial Charge	All times	14¢ per call for the first minute of duration (or part thereof)
	Flat rate*	All times	14¢
	* All calls will be charged at the rates above to a maximum of \$2.00 for the first 120 minutes of the call (including the minimum initial charge). The rates above apply to all minutes of duration thereafter.		
	ACN-2-ACN Calls#	All times	no duration charges apply for the first 60 minutes after the initial minute (which is charged at the above Minimum Initial Charge rates). The rates above apply to all minutes of duration thereafter.

Maximum of 200 free minutes of national and Trans-Tasman long distance calling per service per month. The ACN-2-ACN Calling benefit is pro-rated according to the portion of the invoicing period (based on a 30 day period) over which the Toll Service was active, or the Service Plan applied, as appropriate. ACN-2-ACN Calling benefits cannot be rolled over from one month to the next and are not transferable to another service.

Table C - National Call Rates and Charge Periods - SmartChoice 20 Plan, SmartChoice 25 Plan and SmartChoice 45 Plan

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
SmartChoice 20 Plan SmartChoice 25 Plan SmartChoice 45 Plan	Minimum Initial Charge	All times	No charge# for the first minute of duration (or part thereof)
	Flat rate for first 59 minutes of duration per call following the first minute of duration	All times	No charge#
	All minutes of duration following the first 60 minutes per call	All times	20¢

Maximum of 5000 free minutes of national long distance calling per service per month. Your minutes of national long distance calling in excess of this limit will be charged at 20¢ per minute, in one minute increments, for the remainder of your invoicing period. See ACN's Unlimited Calling Reasonable Use Policy at 2.3.4 above.

Table D - National Call Rates and Charge Periods – Friends Plan

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
Friends Plan	Minimum Initial Charge – Peak	8am – 6pm Monday - Friday	43¢ per call for the first minute of duration (or part thereof)
	Minimum Initial Charge – Off Peak	All other times	17¢ per call for the first minute of duration (or part thereof)
	Peak	8am – 6pm Monday - Friday	43¢
	Off Peak*	All other times	17¢
	* Calls starting between 6pm and 8am Monday to Friday and all weekend will be charged at the rates above to a maximum of \$3.00 for the first 120 minutes of the call (including the minimum initial charge). The rates above apply to all minutes of duration thereafter.		
	ACN-2-ACN Calls#	All times	no duration charges apply for the first 60 minutes after the initial minute (which is charged at the above Minimum Initial Charge rates). The rates above apply to all minutes of duration thereafter.

Maximum of 200 free minutes of national and Trans-Tasman long distance calling per service per month. The ACN-2-ACN Calling benefit is pro-rated according to the portion of the invoicing period (based on a 30 day period) over which the Toll Service was active, or the Service Plan applied, as appropriate. ACN-2-ACN Calling benefits cannot be rolled over from one month to the next and are not transferable to another service.

Table E - National Call Rates and Charge Periods – Friends Plus Plan

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
Friends Plus Plan	Minimum Initial Charge	All times	17¢ per call for the first minute of duration (or part thereof)
	Flat rate*	All times	17¢
	* All calls will be charged at the rates above to a maximum of \$2.75 for the first 120 minutes of the call (including the minimum initial charge). The rates above apply to all minutes of duration thereafter.		
	ACN-2-ACN Calls#	All times	no duration charges apply for the first 60 minutes after the initial minute (which is charged at the above Minimum Initial Charge rates). The rates above apply to all minutes of duration thereafter.

Maximum of 200 free minutes of national and Trans-Tasman long distance calling per service per month. The ACN-2-ACN Calling benefit is pro-rated according to the portion of the invoicing period (based on a 30 day period) over which the Toll Service was active, or the Service Plan applied, as appropriate. ACN-2-ACN Calling benefits cannot be rolled over from one month to the next and are not transferable to another service.

Table F - National Call Rates and Charge Periods – International Friends Plan

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
International Friends Plan	Minimum Initial Charge	All times	17¢ per call for the first minute of duration (or part thereof)
	Flat rate*	All times	17¢
	* All calls will be charged at the rates above to a maximum of \$2.75 for the first 120 minutes of the call (including the initial minute charge). The rates above apply to all minutes of duration thereafter.		

b) Land to cellular calls

All calls to cellular phones, unless specified otherwise, incur a minimum initial charge and additional charges (see below) based on the Service Plan and the duration of the call.

Charging commences at the time a connection is established and stops when a call is terminated. Each call includes the charge for the initial minute (unless otherwise specified), plus the charge per subsequent increment multiplied by the duration of the call beyond the initial minute (rounded to the nearest charging increment and cent). The charge rates are listed by Service Plan below.

Land to Cellular Calls are charged in increments of one minute (or part thereof) as follows:

Table - Rates for Land to Cellular Calls and Charge Periods

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
SmartChoice Plan	Minimum Initial Charge		48¢ per call for the first minute of duration (or part thereof)
	Flat rate	All times Monday – Sunday	48¢ per minute (or part thereof)

Table - Rates for Land to Cellular Calls and Charge Periods (cont.)

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
SmartChoice Plus Plan	Minimum Initial Charge		38¢ per call for the first minute of duration (or part thereof)
	Flat rate	All times Monday – Sunday	38¢ per minute (or part thereof)
SmartChoice 20 Plan SmartChoice 25 Plan SmartChoice 45 Plan	Minimum Initial Charge		40¢ per call for the first minute of duration (or part thereof)
	Flat rate	All times Monday – Sunday	40¢ per minute (or part thereof)
Friends Plan	Minimum Initial Charge		65¢ per call for the first minute of duration (or part thereof)
	Flat rate	All times Monday – Sunday	65¢ per minute (or part thereof)
Friends Plan	Minimum Initial Charge		49¢ per call for the first minute of duration (or part thereof)
	Flat rate	All times Monday – Sunday	49¢ per minute (or part thereof)
Friends Plan	Minimum Initial Charge		49¢ per call for the first minute of duration (or part thereof)

<i>Service Plan</i>	<i>Charging Period</i>		<i>Charge per 1 minute increment (unless otherwise specified)</i> <i>Inclusive of GST</i>
	Flat rate	All times Monday – Sunday	49¢ per minute (or part thereof)

c) International long distance calls

The charges for international long distance calls ('International calls') are set out in *Appendix B* to this Tariff. Charges are based on the Service Plan selected (and Service Plan Option, if applicable), the call destination and the duration of the call.

d) International Audiotext calls

The charges for international Audiotext calls are set out in *Appendix C* to this Tariff. Charges are based on the call destination and the duration of the call.

3.4 GLOBAL SERVICES AND SATELLITE CALLS

- (a) **Inmarsat Call** charges are set out in *Appendix D* to this Tariff. Charges are based on the type and location of Inmarsat terminal being called, and the duration of the call.
- (b) **Global Mobile Satellite System Call** charges are set out in *Appendix D* to this Tariff Schedule. Charges are based on the termination network, the location of the wireless satellite phone being called, and the duration of the call.
- (c) **International Shared Network Call** charges are set out in *Appendix D* to this Tariff Schedule. Charges are based on the termination network, and the duration of the call.

3.5 DISCOUNTS

Promotional Pricing - From time to time we run special promotions or offers (Promotional Pricing) in connection with the Service. Under Promotional Pricing the price may differ from those set out in this Tariff Schedule. If you wish to obtain the benefit of the Promotional Pricing:

- (i) you must agree to any specific terms and conditions of the Promotional Pricing by a means specified by us, which may include, without limitation, signing an application form in relation to the Promotional Pricing, containing the special pricing and/or special terms and conditions for the Promotional Pricing that are different from those contained in this Tariff Schedule;

- (ii) to the extent that the Special contains special pricing and/or special terms and conditions term that are different from those set out in this Tariff Schedule and our Standard Terms and Conditions, the special pricing and/or special terms and conditions of the Promotional Pricing will prevail;
- (iii) in all other respects the terms and conditions of this Tariff Schedule and our Standard Terms and Conditions shall continue to apply; and
- (iv) on the expiry date of the Promotional Pricing, the special pricing and/or special terms and conditions of the Promotional Pricing shall cease to apply at our discretion and if those terms and conditions cease to apply, the supply of the Service to you shall continue subject to the Standard Terms and Conditions from that time on, including the terms and conditions over which the Promotional Pricing had applied.

3.6 OTHER CHARGES

3.6.1 Administration Charges

<i>Charge Description</i>	<i>Charge (Inclusive of GST)</i>
Service Plan Change	nil*
Change of ownership	\$35.00 (charged to the new account holder)

* Note: only one change per invoicing period is permitted.

3.6.2 Invoice Charges

Our standard method of issuing an invoice to you is via paper media. No fee will apply to invoices issued in this way.

You may request copies of your invoices from the previous 18 invoicing periods. We may charge for the copy of the invoice depending on the method of sending the invoice copy as follows:

By downloading an electronic copy from ACN's website (if available): no charge

By Postal mail/Email: \$7.50 (inclusive of GST) per invoice

3.6.3 Late Payment and Dishonoured/Declined Payment Charges

<i>Charge Type</i>	<i>Charge (Inclusive of GST)</i>
Declined Direct Debit Fee	\$9.90 (each attempt that is declined)
Dishonoured Payment Fee	\$35.00 (each payment which is subsequently dishonoured)

3.6.4 Service Restoration Charges

If we have cause to terminate the provision of Services to you and subsequently agree to resume the service to you, we may charge a service restoration fee of \$29.00.

4. DEFINITIONS

In this Tariff Schedule (and appendices):

'Access Line' means a line or link, and ancillary facilities, connecting your telephone or other equipment to your local exchange.

'Audiotext' means equipment used to provide premium rate service information.

'Business Exchange Line' means an Access Line installed at premises (including residential premises) used wholly or in part for business, professional or governmental purposes, or used by a non-profit organization, including but not limited to a club, society or association, where that premises are used wholly or in part for general and financial administration of that organization.

'GST' means the goods and services tax as imposed by the Goods and Services Tax Act 1985.

'Local Calling Area' means the area as defined by Telecom New Zealand in which a customer may originate and terminate a call to other services and be charged a local tariff rate.

'Local Exchange Carrier' means the Supplier, which owns and operates your Access Line.

'Network Provider' has the meaning given in the Title Sheet.

'Preselect', in relation to an Access Line, means to designate (by registering for non-coded access) a particular Supplier as the default supplier of long distance (toll) services to that Access Line.

'Preselection' and **'Preselected'** have corresponding meanings.

'Services' means any one or more of the services referred to in the Service Description of this Tariff.

'Service Description' for a Service, means a description of that Service as current from time to time, including our pricing and pricing conditions, provided as part of this Tariff.

'Standard Terms and Conditions' means the ACN Pacific Standard Terms (NZ Toll Services) and this Tariff.

'Supplier' means a telecommunications carrier or service provider, including ACN, TelstraClear and Telecom New Zealand as appropriate.

'Tariff' and **'Tariff Schedule'** mean this document consisting of this Service Description and appendices, including the schedule of pricing and pricing conditions contained within.

'Telecom New Zealand' means Telecom Corporation of New Zealand Limited and its related corporations.

'TelstraClear' means TelstraClear Limited and its related corporations.

'Toll Bar' means a mechanism whereby a restriction is placed on your service to prevent access to certain call origination types.

'Toll Service' means the Service described in the clause 2 of this Tariff.