



COMMERCE COMMISSION

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

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

11 December 2008

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PART 1 – DOCUMENT INFORMATION

1 Introduction

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

2 People and contact details

2.1 General	2.1.1	Immediately following the Access Date, the Access Seeker and the Access Provider must provide each other with a list of the people and contact details set out in clause 2.2. Any change to the people and contact details must be advised in writing to the other Party's Mobile Co-location Service Manager. All people and contact details will remain valid until a Party has advised the other in writing of a change (and provided an updated list of people and contact details). In addition to the people and contact details provided, where the Access Provider's details are specified in the body of this Manual, the Access Seeker must use those details.
	2.1.2	If agreed by both Parties, the Access Provider and/or the Access Seeker may provide a list of further contact details which are organisation specific.
	2.1.3	<p>If for any reason a Party is prevented from giving any Notice pursuant to the Mobile Co-location Terms to the relevant person or contact advised by the other Party, the same Notice may be given to the other Party's Mobile Co-location Service Manager. If for any reason the other Party's Mobile Co-location Service Manager is unavailable or his or her identity and contact details have not been advised, the same Notice may be given by serving it either:</p> <ul style="list-style-type: none"> (a) at the other Party's contact address for giving Notice under the Mobile Co-location Terms; or (b) personally (if the other Party is a natural person); or (c) at the other Party's registered office (if the other Party is incorporated).

2.2 People and contact details

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

3 Technical manuals and user guides

3.1 Status of external documents

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

4 Good faith and Dispute resolution

4.1 General

- 4.1.1 The Parties will deal with each other in good faith in relation to this Manual and act co-operatively to facilitate the procedures required for the implementation and supply of the Mobile Co-location Service.
- 4.1.2 Any dispute, question or difference that arises between the Parties must be dealt with in accordance with the Escalation Protocol in Appendix B. The Parties must use all reasonable endeavours to resolve the issue in this way before giving a Dispute Notice under section 35 of the Mobile Co-location General Terms.
- 4.1.3 In some parts, this Manual provides that any Dispute in relation to a particular issue of a technical, operational or implementation nature, which requires significant investigation of factual matters, must be resolved by expert determination in the event of a Deadlock. However, nothing in this Manual will prevent the Access Provider or the Access Seeker from seeking any remedies available under the Act.

5 Communications

5.1 General

- 5.1.1 The Parties acknowledge that ongoing communication and consultation with third parties will be essential throughout the implementation and supply

of the Mobile Co-location Service.

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

6 Prerequisites

6.1 Overview

- 6.1.1 In addition to the commercial prerequisites set out in section 6 of the Mobile Co-location General Terms, the Access Seeker must satisfy the operational prerequisites listed in clause 6.2 below in relation to the Mobile Co-location Service. The Access Seeker may, at its option, enter into a non-disclosure agreement with the Access Provider covering discussions prior to placing an Application for the Mobile Co-location Service (but neither the Access Provider nor the Access Seeker will be under any obligation to do so).

6.2 Operational prerequisites

- 6.2.1 Prior to the Access Seeker placing the first Mobile Co-location Forecast with the Access Provider, the Access Provider must have granted to the Access Seeker, and the Access Seeker must have verified it has access to, soft copies of the Mobile Co-location Forecasting Spreadsheet.
- 6.2.2 Prior to making either a Site Data Pack Application or an Initial Site Application, the following prerequisites must be met:
- (a) the Access Provider has granted to the Access Seeker, and the Access Seeker has verified it has access to, the following Access Provider operational support systems required for the provision of the Mobile Co-location Service:
 - (i) the Mobile Co-location Common Format Site Database (which holds detailed information about each of the Relevant Facilities);
 - (ii) the Access Provider's Provisioning System; and
 - (iii) the Access Provider's Fault Management System; and
 - (b) the Access Seeker must have submitted a Mobile Co-location Forecast for the relevant period.

- 6.2.3 Prior to commencing the Access Seeker Build on the Relevant Facilities, the following prerequisites must be met:
- (a) the Access Provider has granted to the Access Seeker, and the Access Seeker has verified it has access to, the Access Provider's Permit to Work system;
 - (b) the Access Seeker has an approved Permit to Work in respect of the Access Seeker Build;
 - (c) the Access Provider has granted to the Access Seeker, and the Access Seeker has verified it has access to, the Access Provider's Planned Work System; and
 - (d) the Access Seeker has met the accreditation and security requirements for each person who will require access to the Relevant Facilities to complete the Access Seeker Build.
- 6.2.4 The Access Provider must use all reasonable endeavours to ensure that the Access Seeker is granted access to the systems referred to in clauses 6.2.2 and 6.2.3 as soon as reasonably practicable.
- 6.2.5 Before the Operational Date and on an ongoing basis, the Access Seeker must have met the accreditation and security requirements for each person who will require access to the Relevant Facilities to operate and maintain the Access Seeker Equipment on an ongoing basis.

7 Overview of the Mobile Co-location Service

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| 7.1 | Overview | 7.1.1 | This section outlines the Mobile Co-location Service and the procedures for the supply of the Mobile Co-location Service. More detailed information is set out in subsequent sections of this Manual. |
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| 7.2 | The Mobile Co-location Service | 7.2.1 | The Mobile Co-location Service is described in the Mobile Co-location Service Description. |
| | | 7.2.2 | <p>On an ongoing basis after the relevant Operational Date:</p> <ul style="list-style-type: none"> (a) the Access Seeker will be fully responsible for maintaining and fixing faults in the Access Seeker Equipment on or in the Access Seeker Space; and (b) the Access Seeker will be fully responsible for maintaining and fixing faults in the Access Seeker Equipment outside the Access Seeker Space, <p>in accordance with the requirements set out in Part 9.</p> |
| | | 7.2.3 | Whether and how the Mobile Co-location Service is to be supplied depends on the availability of space, interference and capacity restrictions within and associated with the Relevant Facilities, and management of these issues in accordance with this Mobile Co-location Operations Manual and the Mobile Co-location Interference Management and Design document. |
| <hr/> | | | |
| 7.3 | Procedure for supply of the Mobile Co-location Service | 7.3.1 | The procedure for the supply of the Mobile Co-location Service can be summarised in the following steps: |

Access Seeker action	Access Provider action
The Access Seeker expresses interest in the Relevant Facilities by submitting a Mobile Co-location Forecast.	
The Access Seeker notifies the Access Provider that it wishes to make a Multi-Site Application (if applicable).	
The Access Seeker submits a Site Data Pack Application to the Access Provider for the Relevant Facilities.	
	The Access Provider issues a Site Data Pack to the Access Seeker for the Relevant Facilities.
The Access Seeker elects whether it wishes to submit an Initial Site Application, or proceed directly to submitting a Full Site Application, to the Access Provider for the Relevant Facilities.	
<p>Where the Access Seeker elects to submit an Initial Site Application, the Access Provider and the Access Seeker jointly undertake a Detailed Site Design Visit, to:</p> <ul style="list-style-type: none"> (a) physically audit the Relevant Facilities; (b) propose the placement of the Access Seeker Equipment on the Relevant Facilities; and (c) gather all additional on-site information required. <p>The Access Provider and the Access Seeker complete and agree the Site Design Notes.</p>	
The Access Seeker develops a Detailed Site Design and submits a Full Site Application to the Access Provider for the Relevant Facilities.	
	The Access Provider issues the Access Seeker with the Preliminary Site Approval for the Relevant Facilities, which includes the conditions the Access Seeker must fulfil in order to receive the Final Site Approval.
The Access Seeker provides Preliminary Notice to the Access Provider and demonstrates that it has fulfilled all of the conditions in the Preliminary Site Approval.	
	The Access Provider confirms that all of the conditions have been fulfilled, and issues the Access Seeker with the Final Site Approval for the Relevant Facilities and the Schedule of Site-Specific Conditions.

<p>The Access Seeker submits its Project Plan to the Access Provider which relates to the Access Seeker Build.</p>	
	<p>The Access Provider approves the Project Plan (which may be after a request to the Access Seeker to amend and re-submit the Project Plan) and issues the Access Seeker with the Approval to Build for the Relevant Facilities.</p>
<p>Following the Mobile Co-location Pre-build Phase, the Mobile Co-location Build is undertaken at the Relevant Facilities. The Access Seeker follows the procedures and requirements for interference management, then the Access Seeker submits the Project Closure Checklist to the Access Provider upon completion of the Access Seeker Build.</p>	
	<p>The Access Provider approves the Access Seeker Build and the Project Closure Checklist and issues the Access Seeker with the Project Closure.</p>

PART 2 – FORECASTING, PRIORITISATION AND QUEUING

8 Access Seeker Forecasting

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| 8.1 | Access Seeker Mobile Co-location Forecasts | <p>8.1.1 The Access Seeker is required to provide the Access Provider with aggregated, non-binding quarterly forecasts (Mobile Co-location Forecasts) for the next 24 months (i.e. a rolling two-year forecast for the next eight quarters which is updated quarterly), subject to clauses 8.1.2 and 8.1.5 below.</p> <p>8.1.2 The forecast for the first quarter in the Mobile Co-location Forecast (i.e. the immediately following quarter) will be binding on the Access Seeker.</p> <p>8.1.3 Each quarter to be forecast will commence on the first Working Day of February, May, August and November of each rolling two-year period comprising a Mobile Co-location Forecast.</p> <p>8.1.4 Each Mobile Co-location Forecast is required to forecast the Access Seeker's quarterly demand for:</p> <ul style="list-style-type: none"> (a) changes to the Access Seeker Space or the Access Seeker Equipment on or around the Relevant Facilities where the Access Seeker already has a presence; (b) Interference Desktop Studies, Site Data Pack Applications, Initial Site Applications and Full Site Applications, forecasted by District; (c) the Relevant Facilities where the Access Seeker intends to commence the Mobile Co-location Build Period (following the Access Provider issuing the Access Seeker with the Approval to Build); and (d) Multi-Site Applications, including the average number of Relevant Facilities in each Multi-Site Application. <p>8.1.5 In respect of Interference Desktop Studies, Site Data Pack Applications, Initial Site Applications and Full Site Applications, demand must be forecast on a month-by-month, as well as a quarterly, basis.</p> <p>8.1.6 A Microsoft Excel spreadsheet template on which Mobile Co-location Forecasts must be made will be provided by the Access Provider (the Mobile Co-location Forecasting Spreadsheet). An example of the template is attached as Appendix C. Each time the Access Seeker submits a Mobile Co-location Forecast, it must email to the Access Provider a copy of the Mobile Co-location Forecasting Spreadsheet with the relevant worksheets completed. The Access Seeker must complete the Mobile Co-location Forecast in full including providing all of the information required.</p> <p>8.1.7 Each Mobile Co-location Forecast must be submitted to the Access Provider on the tenth Working Day before the end of the month (the Forecast Date) before the quarter to which it relates. The Access Provider will notify the Access Seeker that it has received the Mobile Co-location Forecast by sending a reply to the address from which it was sent.</p> |
|-----|---|--|

- 8.1.8 The Access Seeker's Mobile Co-location Forecast is the Access Seeker's Confidential Information for the purposes of section 30 of the Mobile Co-location General Terms.
- 8.1.9 Where the Access Seeker fails to submit any of the required Mobile Co-location Forecasts, the Access Provider will use all reasonable endeavours to process any relevant Application(s) but there will be no requirement for the Access Provider to meet any Service Levels under the Mobile Co-location Service Level Terms in respect of the services or transactions to which the missing Forecasts should have related.

8.2 Feedback

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

8.3 Underforecast / Overforecast

- 8.3.1 The Access Seeker may forecast any level of demand it considers appropriate, subject to this section 8. The intent of the following provisions is to encourage Access Seekers to ensure that their Forecasts for a particular quarter are accurate in the quarter previous to the quarter in which Applications are actually made.
- 8.3.2 In this clause 8.3:
- (a) "All Applications" means all Applications of each of the following types (independently): Interference Desktop Studies, Site Data Pack Applications, Initial Site Applications and Full Site Applications (for example, all Site Data Pack Applications);
 - (b) "Previous Forecast" means the total of All Applications forecasted for the relevant Application Quarter in the Mobile Co-location Forecasts submitted in respect of the previous quarter; and
 - (c) "Application Quarter" means the quarter in which Applications are made, or which forecasts relate to, as applicable.
- 8.3.3 Where the volume of All Applications actually made (as calculated at the end of the Application Quarter) by all Access Seekers for an Application Quarter is less than 90% of the Previous Forecast for that Application Quarter (**Overforecast**) then, if requested by the Access Provider, any Access Seeker which has made less Applications than it Forecast for that Application Quarter will reimburse the Access Provider for a proportion (reflecting that Access Seeker's contribution to the Overforecast) of the costs (including staffing, resources and overheads) of any additional expenses which were reasonably incurred by the Access Provider in reliance on the Overforecast (**Costs**).
- 8.3.4 Where the volume of All Applications actually made (as calculated at the end of the Application Quarter) by all Access Seekers for an Application Quarter is greater than 110% of the Previous Forecast for that Application Quarter (**Underforecast**), there will be no requirement for the Access Provider to meet the Service Levels set out in the Service Level Terms for that number of Applications which exceeds the Previous Forecast for that

Application Quarter.

- 8.3.5 The Access Provider will notify the Access Seeker of:
- (a) any costs claimed by the Access Provider in respect of any Overforecast; and
 - (b) the extent to which the Access Provider is unable to meet the Service Levels set out in the Service Level Terms as a result of any Underforecast.

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

9 Access Provider Forecasting

9.1 Access Provider's Forecasts

- 9.1.1 This section 9 sets out what the Access Provider's Forecast comprises and the requirements that the Access Provider must meet.
- 9.1.2 The Access Provider's current and reasonable forecast requirements for capacity (the **Access Provider's Forecast**) include the following:
- (a) any plans for the future expansion of capacity or capability of existing Telecommunications Services currently being provided at the Relevant Facilities;
 - (b) any plans for the future deployment of Telecommunications Services that are provided by the Access Provider elsewhere (at the date of the Access Provider's Forecast), but that are not provided at the Relevant Facilities; and
 - (c) any plans for the future deployment of new Telecommunications Services and for technology evolution requirements that are planned for deployment at the Relevant Facilities by the Access Provider but that are not currently operating.
- 9.1.3 The Access Provider's Forecast shall not extend for more than:
- (a) two (2) years where the forecast relates to:
 - (i) any plans for future expansion or capability of existing Telecommunications Services currently being provided at the Relevant Facilities (in accordance with clause 9.1.2(a)); or
 - (ii) any plans for the future deployment of Telecommunications Services that are provided by the Access Provider elsewhere, but that are not provided at the Relevant Facilities (in accordance with clause 9.1.2(b)); or
 - (b) three (3) years where the forecast relates to any plans for the future deployment of new Telecommunications Services and for technology evolution requirements that are planned for deployment at the Relevant Facilities by the Access Provider but that are not currently operating (in accordance with clause 9.1.2(c)),
- (the **Forecast Timeframe**).
- 9.1.4 Where substantial progress has been, and continues to be, made by the Access Provider towards giving effect to the Access Provider's Forecast at the expiry of the Forecast Timeframe, the Forecast Timeframe will be deemed to be extended for a further six months, but shall not extend beyond that timeframe.

- 9.1.5 The Access Provider's Forecast must be included in the Access Provider's Common Format Site Database at the time of forecasting.
- 9.1.6 The Access Provider must have reasonable intent and the ability to deploy the Access Provider's Forecasts, which may be evidenced by the following:
- (a) the Access Provider must hold suitable spectrum management rights, to deploy the relevant requirement; and
 - (b) if relevant, the new Telecommunications Service technology must be one which is recognised by the ITU.
- 9.1.7 The Access Provider must not use the Access Provider's Forecast for anti-competitive purposes.
- 9.1.8 The following limitations apply to an Access Provider's right to increase its Access Provider's Forecast in its Common Format Site Database:
- (a) where the Access Seeker submits a Site Data Pack Application, the Access Provider must not increase its Access Provider's Forecast in its Common Format Site Database in relation to the Relevant Facilities that are the subject of that Application from the date the Access Provider receives the Site Data Pack Application until the date that is 10 Working Days after the date on which the Access Seeker receives the relevant Site Data Pack; and
 - (b) where the Access Seeker submits an Initial Site Application or notifies the Access Provider that it intends to proceed directly to filing a Full Site Application (in accordance with clause 14.3.1(a)), the Access Provider must not increase its Access Provider's Forecast in its Common Format Site Database in relation to the Relevant Facilities that are the subject of that Application until after that Application has been rejected, has lapsed or the Access Seeker has submitted a Full Site Application.

9.2 Access Seeker use of Access Provider's Forecast space

- 9.2.1 Subject to clauses 9.2.2 to 9.2.4 below, the Access Seeker may co-locate in accordance with the Mobile Co-location Terms notwithstanding any Access Provider's Forecast as at the date the Access Seeker submits the relevant Full Site Application.
- 9.2.2 If the Access Provider reasonably requires the Access Seeker to vacate any space on the Access Provider's Relevant Facility for the purpose of installing Access Provider Equipment in accordance with the Access Provider's Forecast referred to in clause 9.2.1 above, the Access Provider will give the Access Seeker six months' Notice requiring the Access Seeker to either:
- (a) relocate the Access Seeker Equipment on the Access Provider's Relevant Facility in accordance with the Mobile Co-location Terms; or
 - (b) remove the Access Seeker Equipment from the Access Provider's Relevant Facility,
- provided that any such Notice is provided within the Forecast Timeframe.
- 9.2.3 If the Access Provider does not provide the Notice referred to in clause 9.2.2 above within the Forecast Timeframe, then the Access Seeker is entitled to continue to co-locate on the Access Provider's Relevant Facility in accordance with the Mobile Co-location Terms as if the Access Provider Forecast had not been included in the Common Format Site Database pursuant to clause 9.1.5.
- 9.2.4 If the Access Seeker is to remove the Access Seeker Equipment from the Access Provider's Relevant Facility under clause 9.2.2, then, if the Access Seeker has not removed the Access Seeker Equipment by three (3) months prior to the expiry of the Access Provider's Notice under clause 9.2.2, then the Access Provider may remove the Access Seeker Equipment and the

Access Seeker shall pay for all of the Access Provider's costs incurred in relation to that removal, including the costs of storage of that equipment.

10 Prioritisation

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|-------------|---|--|
| 10.1 | Prioritisation: "first come, first served" | <p>10.1.1 All Applications made by an Access Seeker for the Mobile Co-location Service will be assessed on a "first come, first served" basis.</p> <p>10.1.2 Detailed Site Design Visits will be individually scheduled by the Access Provider and the Access Seeker on a "first come, first served" basis, subject to resource constraints.</p> <p>10.1.3 The "first come, first served" principle ensures that the Access Provider will process the Access Seekers' Applications in a fair and equitable manner.</p> |
| <hr/> | | |
| 10.2 | Disputes | <p>10.2.1 In the event that the Access Seeker disputes the Access Provider's application of the prioritisation methodology, it may follow the Dispute resolution procedure under section 35 of the Mobile Co-location General Terms. Any Dispute in relation to prioritisation is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.</p> |

11 Queuing policy

- | | | |
|-------------|---|---|
| 11.1 | Overview | <p>11.1.1 This section 11 sets out the queuing policy that will apply when the Access Seeker makes an Application to the Access Provider for the Mobile Co-location Service at the Relevant Facilities.</p> <p>11.1.2 The queuing policy is based on two main principles: "first come, first served" and "use it or lose it".</p> <p>11.1.3 The number of all Access Seekers currently in the Queue for the Relevant Facilities will be represented in the Common Format Site Database.</p> |
| <hr/> | | |
| 11.2 | Placement in the Queue: "first come, first served" | <p>11.2.1 Where the Access Provider receives from the Access Seeker a Full Site Application for the Mobile Co-location Service at the Relevant Facilities, the Access Seeker will be placed in the ordered list of Access Seekers who have made a Full Site Application for the Mobile Co-location Service at the Relevant Facilities (the Queue) in accordance with the following process:</p> <p>(a) Where the Access Provider receives the first Full Site Application from an Access Seeker for the Relevant Facilities (the first Access Seeker), the first Access Seeker will be placed first in the Queue.</p> <p>(b) Where the Access Provider receives the second Full Site Application from another Access Seeker that is later in time to the first Access Seeker's Full Site Application for the same Relevant Facilities (the second Access Seeker), the second Access Seeker will be placed second in the Queue behind the first Access Seeker (and any other Access Seeker that subsequently makes an Full Site Application for the Relevant Facilities will be placed in the Queue in the same way).</p> <p>(c) In the event that the Access Provider receives Full Site Applications from two Access Seekers for the same Relevant Facilities, the Access Provider will record the time the Application is received on it and determine the position of the Access Seeker in the Queue based on the time of receipt of the Full Site Application as recorded.</p> |

- 11.2.2 After the Access Seeker is placed in the Queue, the Access Seeker's Full Site Application for the Mobile Co-location Service at the Relevant Facilities will be processed by the Access Provider in accordance with the following process:
- (a) The first Access Seeker in the Queue will be the "first served".
 - (b) Except in the case of clause 11.2.2(c) below, after the first Access Seeker completes Stage 2 (as referred to in section 15) of the Mobile Co-location Tasks (following the issue of the Preliminary Site Approval by the Access Provider), or at an earlier time if the first Access Seeker declines to proceed or if the Access Provider rejects an Application made by the first Access Seeker, the Access Provider will process the second Access Seeker's Full Site Application as soon as reasonably practicable.
 - (c) Where the second Access Seeker's Full Site Application for the Mobile Co-location Service at the Relevant Facilities will likely not lead to a material impact on the first Access Seeker's relevant Application at the Relevant Facilities, the Access Provider may choose to process the second Access Seeker's Full Site Application concurrently with the first Access Seeker's relevant Application.
- 11.2.3 After the Access Seeker is placed in the Queue, the Access Provider will notify the Access Seeker of:
- (a) the Access Seeker's position in the Queue; and
 - (b) if the Access Seeker is not the first Access Seeker in the Queue, the time when the Access Provider reasonably believes that it can process the Access Seeker's Full Site Application, pursuant to clause 11.2.2 above.

11.3 "Use it or lose it"

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

11.4 Extension Applications

- 11.4.1 Where the Access Seeker reasonably believes that it may materially exceed one or more of the timeframes set out in the Mobile Co-location Tasks, the Access Seeker may apply to the Access Provider for an extension of the relevant timeframe (an **Extension Application**).
- 11.4.2 The Access Seeker's Extension Application must include the following information, and the Access Provider will only grant an extension where the

following has been established to the Access Provider's reasonable satisfaction:

- (a) an up-to-date outline of the Access Seeker's progress towards the implementation of the Mobile Co-location Service at the Relevant Facilities;
- (b) evidence that the Access Seeker is making material progress towards completion of the task that corresponds to the timeframe that the Access Seeker has already materially exceeded, or may materially exceed; and
- (c) legitimate reasons as to why the Access Seeker has already materially exceeded, or may materially exceed, the timeframe.

11.4.3 The Access Provider will notify the Access Seeker that it has received the Access Seeker's Extension Application within four (4) Business Hours of receipt of the Extension Application.

11.4.4 When considering whether to grant an extension for the timeframe that is the subject of the Access Seeker's Extension Application, the Access Provider will, acting reasonably, have regard to the following factors, which include, but are not limited to:

- (a) the relative weighting of the timeframe corresponding to the task, compared with the overall duration of the Mobile Co-location Tasks (for example, where the timeframe constitutes a smaller proportion of the overall duration, this timeframe is more likely to receive an extension);
- (b) the extent of the progress made by the Access Seeker towards overall completion of the Mobile Co-location Tasks (for example, the timeframes that fall within the Access Seeker Build period are more likely to receive an extension);
- (c) the interests of other users of the Relevant Facilities (for example, other Access Seekers already receiving the Mobile Co-location Service at the Relevant Facilities);
- (d) the interests of other Access Seekers in the Queue for the Relevant Facilities; and
- (e) the Access Provider's Forecast for the Relevant Facilities.

11.4.5 The Access Provider will notify the Access Seeker in writing within three (3) Working Days as to whether the Extension Application is accepted or rejected, including reasons in the case of a rejection.

11.4.6 Where an Extension Application is accepted, the Access Provider will notify the Access Seeker of any conditions that must be complied with in relation to the extension.

11.4.7 If the Access Seeker cannot meet the conditions imposed under clause 11.4.6 above, the Access Provider may choose to reject the Access Seeker's Extension Application.

11.4.8 Where an Extension Application is rejected:

- (a) the Access Provider will provide the Access Seeker with detailed reasons for the rejection; and
- (b) the Access Seeker's relevant Application will lapse at the end of the timeframe allowed for that part of the process, or where that timeframe has already been exceeded, at the time when the Application is rejected.

11.4.9 Where the Access Seeker's relevant Application has lapsed in accordance with clause 11.4.8(b), the Access Provider will remove the Access Seeker

from the Queue.

- 11.4.10 For the avoidance of doubt, if the Access Seeker has already materially exceeded a timeframe and the Access Provider has not received an Extension Application from the Access Seeker in relation to the relevant timeframe, the Access Seeker is deemed to have declined to proceed, in which case the Access Seeker's relevant Application will lapse and the Access Provider will remove the Access Seeker from the Queue.

11.5 Access Provider requirements

- 11.5.1 The queuing principles set out in this section 11 apply to the Access Provider's Forecasts, and the additional Access Provider's Forecasts, in accordance with this clause 11.5.
- 11.5.2 In the context of this section 11, "additional Access Provider's Forecasts" means requirements for capacity at the Relevant Facilities that are in addition to the Access Provider's Forecasts at the time immediately prior to the formation of a Queue for those Relevant Facilities.
- 11.5.3 The Access Provider will be treated as though it were placed in the Queue in relation to its additional Access Provider's Forecasts for the purposes of applying the "first come, first served" and "use it or lose it" principles.
- 11.5.4 Where the Access Provider's additional Access Provider's Forecasts will likely not lead to a material impact on the Application(s) of the Access Seeker(s) currently in the Queue at the Relevant Facilities, the Access Provider may choose to implement its additional Access Provider's Forecasts on the Relevant Facilities concurrently with or prior to the Application(s) of the Access Seeker(s) currently in the Queue.
- 11.5.5 In the event that an Access Provider does not use the Relevant Facilities in accordance with its Access Provider's Forecasts within the Forecast Timeframe as notified on the Common Format Site Database, that Access Provider's Forecasts will lapse and will be removed from the Common Format Site Database. To the extent that the Access Provider wishes to continue to reserve that capacity, it must re-notify those forecast requirements in the Common Format Site Database, subject to clause 9.1.7 and clause 30.2, but such reservations will not take precedence over any other Access Seeker's Application in the Queue prior to that date that the forecasting requirements were re-notified in the Common Format Site Database.

11.6 Disputes

- 11.6.1 In the event that the Access Seeker disputes the Access Provider's application of the queuing policy or the Access Provider's response to any Extension Application, it may follow the Dispute resolution procedure under section 35 of the Mobile Co-location General Terms. Any Dispute in relation to the queuing policy or an Extension Application is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

PART 3 – PROVISIONING AND MOBILE CO-LOCATION TASKS

12 Provisioning System

12.1 Overview

- 12.1.1 This section 12 sets out the system that will be used by the Access Seeker to submit and track Applications and by the Access Provider to receive and provide notification of Applications. This section also sets out the grounds for rejection of an Application and the processes for progress reporting by the Access Provider and the tracking of tasks by the Access Seeker.
- 12.1.2 The Access Provider will have either a web-based or paper-based system for the provision of the Mobile Co-location Service (the **Provisioning System**).
- 12.1.3 All Applications for the Mobile Co-location Service must be placed using the Access Provider's designated Provisioning System. The Access Provider will notify the Access Seeker of its chosen Provisioning System and of the availability of the Provisioning System (e.g., 24 hours a day, 7 days a week).
- 12.1.4 The Provisioning System must be such that it is efficient and economical for any reasonable Access Seeker to use.
- 12.1.5 Any Application(s) that the Access Seeker attempts to place by other means than the Provisioning System (for example, by unauthorised email or fax) will be invalid and may be disregarded by the Access Provider. If an Access Seeker does place an invalid Application, the Access Provider will use all reasonable endeavours to notify the Access Seeker if such an Application has been received. The Service Levels in the Mobile Co-location Service Level Terms will not apply to the Access Provider in relation to an invalid Application.
- 12.1.6 The Provisioning System allows the Access Seeker to:
- (a) submit and track the status of Applications, whether by monthly notice from the Access Provider or by having access to the Provisioning System; and
 - (b) update existing Applications (up to the time the Access Seeker receives acknowledgement of receipt of the Application from the Access Provider).
- 12.1.7 Each task and target timeframe in the end-to-end process for the implementation and supply of the Mobile Co-location Service at the Relevant Facilities is set out in Appendix D (the **Mobile Co-location Tasks**). Where the Access Seeker makes a material update to an Application in accordance with clause 12.1.6(b), the timeframes set out in Appendix D will restart.
- 12.1.8 Through the use of the Provisioning System, the Access Provider will provide the Access Seeker with an acknowledgement when each task in the Mobile Co-location Tasks has been completed in response to each Application submitted by the Access Seeker.
- 12.1.9 The Access Provider may choose to update the Provisioning System (for example, on a monthly basis) and inform the Access Seeker of any material changes to the Provisioning System following such updates.
- 12.1.10 The Provisioning System is owned by the Access Provider. The use of the Provisioning System is subject to the Mobile Co-location General Terms and

this Manual.

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- 12.2 Training and support**
- 12.2.1 The Access Provider will offer to the Access Seeker reasonable initial set up training on the Provisioning System.
- 12.2.2 "Reasonable initial set up training" in this context consists of a workshop held at a mutually convenient Access Provider location. The workshop will address:
- (a) overview for forms of forecasting;
 - (b) overview for forms of ordering;
 - (c) basic details of the Provisioning System (including a demonstration of its functionality);
 - (d) overview of billing and accounts; and
 - (e) any questions.
- 12.2.3 The Access Seeker will ensure that a reasonable number of staff (up to a maximum number of ten (10)) attend any training provided.
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- 12.3 Access to the Provisioning System**
- 12.3.1 The Provisioning System allows the Access Seeker to place and monitor Applications with the Access Provider.
- 12.3.2 In accordance with section 2, the Access Seeker will provide the Access Provider with the names of one or two people to become user administrators for the Provisioning System. These people will then manage the creating and disabling of Access Seeker staff accounts to access the Provisioning System.
- 12.3.3 On request from the Access Seeker, the Access Provider will reset, disable or alter the user administrator accounts.
- 12.3.4 Subject to clause 12.3.5, the Access Provider reserves the right to restrict or prohibit access to the Provisioning System if any of the Access Seeker's staff or systems:
- (a) perform malicious or unintentional actions that damage or may potentially damage the Provisioning System and any related systems; or
 - (b) use the Provisioning System in an unauthorised manner or in such a way that causes or may cause material performance issues,
- provided that the Access Provider will restrict or prohibit access to the minimum extent practicable to protect the Provisioning System and any related systems.
- 12.3.5 The Access Provider must use all reasonable endeavours to provide the Access Seeker with reasonable prior Notice of any restrictions or prohibitions. Where this is not practicable in the circumstances, the Access Provider will advise the Access Seeker of the restriction or prohibition as soon as practicable after the event.
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- 12.4 Terms of use**
- 12.4.1 The Access Seeker must only use the Provisioning System for purposes authorised by the Access Provider.
- 12.4.2 The Access Provider will use all reasonable endeavours to ensure that the Provisioning System is available to the Access Seeker in accordance with the previously stated availability pursuant to clause 12.1.3 above (e.g., 24 hours a day, 7 days a week).

- 12.4.3 The Access Seeker is responsible for ensuring that its own systems are configured in accordance with its use of the Provisioning System.
- 12.4.4 Although the Access Provider intends to take reasonable steps to prevent the introduction of viruses or other destructive features to the Provisioning System (in the case of an online system), the Access Provider does not guarantee that the Provisioning System is free of such viruses or other destructive features.
- 12.4.5 If the Access Provider advises the Access Seeker that the Provisioning System is unavailable, the Access Seeker may submit provisioning requests by emailing the relevant form to the Access Provider's Mobile Co-location Service Manager's contact email address (or other person as notified under clause 2.1.2).

12.5 Additional functionalities within or enhancements to the Provisioning System

- 12.5.1 Where the Access Provider creates any additional functionality within, or makes any enhancement to, the Provisioning System, the Access Provider will give Notice to the Access Seeker. The Access Seeker will modify its own provisioning systems and/or operational procedures to the extent required. The Access Provider must consult with the Access Seeker before notifying the Access Seeker of any additional functionality within, or any enhancement to, the Provisioning System, which affect the Access Seeker's use of the Provisioning System in relation to the Mobile Co-location Service.
- 12.5.2 The Access Seeker will utilise any additional functionality within, or any enhancement to, the Provisioning System, as notified by the Access Provider from the date specified in the Access Provider's Notice.
- 12.5.3 The Access Seeker is responsible for ensuring that its own systems are configured in accordance with its use of the Provisioning System and comply with the requirements in the Access Provider's technical documents and user guides, as provided by the Access Provider to the Access Seeker.

12.6 Provisioning System Application processing

- 12.6.1 The Access Provider will use all reasonable endeavours to ensure that all Applications entered into the Provisioning System by the Access Seeker outside of Business Hours on any Working Day are processed on the next Working Day.
- 12.6.2 For the purpose of determining whether the Access Provider has met any relevant Service Levels under the Mobile Co-location Service Level Terms for dealing with Applications, any Application that is submitted to the Access Provider outside of Business Hours will be deemed to have been received by the Access Provider in the first Business Hour of the following Working Day.
- 12.6.3 For each Application that is submitted by the Access Seeker, the Access Seeker must complete all of the fields on the relevant form.
- 12.6.4 An Application will be deemed invalid and may be rejected by the Access Provider if it is not submitted in accordance with this Manual.
- 12.6.5 The Access Provider will perform a validation check of each Application that it receives. The validation check will determine whether the Application complies with the requirements of this Manual. If the validation check is satisfied, unless expressly provided otherwise in the Mobile Co-location Operations Manual, the Application will be accepted.

12.7 Rejection of an Application

- 12.7.1 If any Application submitted by the Access Seeker is rejected by the Access Provider, the Access Provider will notify the Access Seeker of that rejection and provide the Access Seeker with the full reason(s) for the rejection.

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- 12.7.2 Where an Application is rejected by the Access Provider under clause 12.7.1, the Access Seeker will be able to either:
- (a) follow the Dispute resolution procedure under clause 35 of the Mobile Co-location General Terms; or
 - (b) notify the Access Provider that it no longer wishes to proceed with the Application.
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12.8 Access Provider progress reports

- 12.8.1 Clauses 12.8 and 12.9 apply only where the Access Provider does not operate web-based Provisioning System that enables an Access Seeker to track the status of its Applications.
- 12.8.2 The Access Provider will provide the Access Seeker with a monthly progress report (e.g. on a spreadsheet) relating to the Access Seeker's Application(s) for the Mobile Co-location Service at all of the Access Provider's Relevant Facilities where the Access Provider has received an Application from the Access Seeker.
- 12.8.3 The progress report will include the following information:
- (a) the tasks already completed (including the dates of completion) by both the Access Provider and the Access Seeker at the Relevant Facilities, corresponding to the Mobile Co-location Tasks;
 - (b) the estimated expected completion dates for each of the tasks remaining in the Mobile Co-location Tasks;
 - (c) where the Access Seeker Build has begun at the Relevant Facilities, the degree of progress as well as the estimated expected completion date for each task in the Access Seeker Build period; and
 - (d) the estimated expected date that the Access Seeker Equipment will be operationalised.
- 12.8.4 The Access Provider will provide the Access Seeker's Mobile Co-location Service Manager with the progress report on the last Working Day of each month.
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12.9 Access Seeker tracking reports

- 12.9.1 The Access Seeker will be responsible for tracking its own progress relating to the Access Seeker's Application(s) for the Mobile Co-location Service at each of the Relevant Facilities where the Access Seeker has made an Application.
- 12.9.2 The Access Seeker's Mobile Co-location Service Manager must send its tracking report to the Access Provider's Mobile Co-location Service Manager five (5) Working Days before the end of each month.
- 12.9.3 The purpose of the Access Seeker's tracking report is to provide the Access Provider with the information required to develop and update the monthly progress reports supplied under clause 12.8 above.
- 12.9.4 The tracking report must include the following information:
- (a) the tasks already completed by the Access Seeker (including the dates of completion) at the Relevant Facilities, corresponding to the Mobile Co-location Tasks;
 - (b) the estimated expected completion dates for each of the tasks remaining in the Mobile Co-location Tasks; and
 - (c) where the Access Seeker Build has begun at the Relevant Facilities, the degree of progress as well as the estimated expected completion date for each task in the Access Seeker Build period.

12.10 Irregularities

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

13 Multi-Site Application Project

13.1 Overview

- 13.1.1 This section 13 sets out the process that will enable the Access Seeker to submit an Application for the Mobile Co-location Service in relation to ten (10) or more Relevant Facilities (**Multi-Site Application**) as an alternative to submitting individual Applications in relation to those Relevant Facilities.
- 13.1.2 The Access Seeker may use the Common Format Site Database to research the Standard Site Types, the geographic areas, or other reason for a Multi-Site Application.

13.2 Process for Multi-Site Application project

- 13.2.1 Where the Access Seeker has identified ten (10) or more Relevant Facilities that it wishes to apply for at once, it will group them together either:
- (a) by geographic area (but not necessarily by District; but for example, Tauranga); or
 - (b) by Standard Site Type as identified by the Access Seeker in the Common Format Site Database; or
 - (c) by specific group identified by the Access Seeker (for example State Highway 1),
- and such group will form the Access Seeker's Multi-Site Application.
- 13.2.2 The Access Seeker will provide the Access Provider with a forecast of the number of its Multi-Site Applications in its Mobile Co-location Forecast, in accordance with clause 8.1.4(d).
- 13.2.3 The Access Seeker may only submit a Multi-Site Application in accordance with its Mobile Co-location Forecasts provided under clause 13.2.2.
- 13.2.4 The Multi-Site Application must contain the physical location of each of the Relevant Facilities included in the Multi-Site Application.
- 13.2.5 The Access Seeker will provide the following additional information to the Access Provider as part of the Multi-Site Application:
- (a) an overview of how the Access Seeker proposes the Multi-Site Application could proceed; and
 - (b) the general design and the type of equipment that the Access Seeker proposes to install on all of the Relevant Facilities that are the subject of the Multi-Site Application.
- 13.2.6 The Multi-Site Application must be in the form similar to that set out in Appendix BB.

- 13.2.7 Upon receipt of the Multi-Site Application, the Access Provider will provide the Access Seeker with acknowledgement of such receipt within four (4) Business Hours.
- 13.2.8 The Access Provider will notify the Access Seeker within three (3) Working Days of receipt of the Multi-Site Application whether such Application complies with the requirements of this section 13. If the Multi-Site Application does not comply with the requirements of this section 13, such Application will be rejected and the Access Provider will provide the Access Seeker with reasons for such a decision.
- 13.2.9 The Access Provider will review valid Multi-Site Applications, including the additional information provided by the Access Seeker under clause 13.2.5, and prepare (and provide to the Access Seeker) a project plan in respect of that Multi-Site Application (**Multi-Site Project Plan**) within either:
- (a) five (5) Working Days of the receipt of the Multi-Site Application where it involves 10 Relevant Facilities;
 - (b) ten (10) Working Days of receipt of the Multi-Site Application where it involves between 11 and 30 Relevant Facilities (inclusive); or
 - (c) 15 Working Days of receipt of the Multi-Site Application where it involves between 31 and 50 Relevant Facilities.
- 13.2.10 Where the Multi-Site Application referred to in clause 13.2.9 above involves more than 50 Relevant Facilities, the Access Provider will be allowed a further five (5) Working Days for each additional block of 20 Relevant Facilities in order to prepare the Multi-Site Project Plan.
- 13.2.11 Where the Access Provider reasonably requests further information from the Access Seeker in relation to a Multi-Site Application, the timeframes specified above will be extended by the period between the request for such information and the receipt of such information by the Access Provider.
- 13.2.12 The Multi-Site Project Plan prepared by the Access Provider under clause 13.2.9 will include:
- (a) the name and contact details of the relevant project manager of the Access Provider;
 - (b) the proposed processes and timeframes for the Access Seeker's submission of the Full Site Applications for the Relevant Facilities; and
 - (c) the proposed Service Levels which will apply; and
 - (d) any other relevant information.
- 13.2.13 The Parties will meet to discuss the Multi-Site Project Plan within five (5) Working Days of the Access Seeker receiving the Multi-Site Project Plan.
- 13.2.14 The Parties will have ten (10) Working Days from the date that the Access Seeker receives the Multi-Site Project Plan to agree the Multi-Site Project Plan.
- 13.2.15 Where the parties agree the Multi-Site Project Plan in accordance with clause 13.2.14, the Access Provider will provide a copy of the agreed Multi-Site Project Plan to the Commission as soon as reasonably practicable.
- 13.2.16 Where the parties fail to reach agreement in accordance with clause 13.2.14:
- (a) either Party may elect to go through the Dispute resolution in

accordance with section 35 of the Mobile Co-location General Terms; or

- (b) the Access Seeker may re-submit the Multi-Site Application under the standard process set out in this Manual.

14 Site desktop assessment – Stage 1

14.1 Site Data Pack Application

- 14.1.1 The Access Seeker may submit an Application to request the Access Provider to issue an information pack in order for the Access Seeker to assess the suitability of the Relevant Facilities for the Mobile Co-location Service (the **Site Data Pack Application**). The Access Seeker will only submit Site Data Pack Applications to the extent that the Site Data Pack Applications were forecasted by the Access Seeker, in accordance with Part 2.
- 14.1.2 The Site Data Pack Application must be made using the Provisioning System and must be in the form set out in Appendix E.
- 14.1.3 Upon receiving the Site Data Pack Application from the Access Seeker, the Access Provider will provide acknowledgement of receipt of the Site Data Pack Application to the Access Seeker within four (4) Business Hours of receipt.

14.2 Site Data Pack

- 14.2.1 After the Access Provider receives the Site Data Pack Application, the Access Provider will issue to the Access Seeker an information pack containing the data relating to the Relevant Facilities (the **Site Data Pack**) within five (5) Working Days. Where the Site Data Pack Application does not contain sufficient information, or otherwise does not comply with this section 14, the Access Provider will reject the Site Data Pack Application within five (5) Working Days.
- 14.2.2 Most Site Data Packs will be compiled from existing records as a desktop exercise. The information contained in the Site Data Pack is only as current as at the day it is supplied to the Access Seeker.
- 14.2.3 The Site Data Pack is intended as a guide for the Access Seeker in advance of making an Initial Site Application or Full Site Application.
- 14.2.4 The Site Data Pack will include the information set out in Appendix F, including sufficiently detailed and relevant information relating to:
 - (a) the right of Relevant Occupation, including the rights to sub-let or sub-licence;
 - (b) the area of and any remaining space at the Relevant Facilities;
 - (c) health and safety hazards at the Relevant Facilities that the Access Provider is reasonably aware of;
 - (d) any further relevant special circumstances or special conditions imposed on the Relevant Facilities that the Access Provider believes may have a material impact on the Access Seeker's Initial Site Application or Full Site Application, including without limitation details of all Full Site Applications that the Access Provider has received in relation to those Relevant Facilities; and
 - (e) the Access Provider's current and reasonable forecast requirements for capacity at the Relevant Facilities, including the expected date of deployment of those forecast requirements.
- 14.2.5 Where it is reasonably practicable for the Access Provider, the Access Provider may also include in the Site Data Pack any additional information about the Relevant Facilities, such as RMA consents, photos and/or drawings of the Relevant Facilities, or access information.

- 14.2.6 If the Access Seeker has included in its Site Data Pack Application a request to receive specified additional information in the Site Data Pack, the Access Provider will use its reasonable endeavours to respond to such a request as soon as reasonably practicable if the Access Provider reasonably believes that the additional information is relevant to the Access Seeker's Initial Site Application or Full Site Application, and the timeframes set out in clause 14.2.1 will not apply to the Access Provider providing such additional information. (For example, where the Access Seeker anticipates that it will require certain levels of power capacity at the Relevant Facilities, this information may be requested by the Access Seeker in the Site Data Pack Application for the Access Provider to include specific information (where relevant) on power capacity in the Site Data Pack.)
- 14.2.7 The Access Provider will use best endeavours to inform the Access Seeker of any change to the information contained in the Site Data Pack for particular Relevant Facilities that occurs within ten (10) Working Days from the date on which the Access Seeker receives a Site Data Pack, if such change may materially affect the provision of the Mobile Co-location Service at the Relevant Facilities.

14.3 Initial Site Application

- 14.3.1 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:
- (a) accepts the Site Data Pack, in which case the Access Seeker will either:
 - (i) file a preliminary Application for the Mobile Co-location Service at the Relevant Facilities (an **Initial Site Application**); or
 - (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 15.3; or
 - (b) declines to proceed with filing either an Initial Site Application or a Full Site Application for the Relevant Facilities.
- 14.3.2 The purpose of the Initial Site Application is for the Access Seeker to outline its preliminary proposal relating to the Access Seeker Equipment on or with the Relevant Facilities and to enable the Access Provider to undertake any preparation required in advance of the Detailed Site Design Visit.
- 14.3.3 The Initial Site Application must be made using the Provisioning System and must be in the form set out in Appendix H. The Access Provider must confirm to the Access Seeker that the Access Provider has received the Initial Site Application within four (4) Business Hours of receiving the Application.

14.4 Letter of notice to Landlord

- 14.4.1 Where the Access Seeker's Application relates to a Site that is subject to a right of Relevant Occupation between the Access Provider and a Landlord, and the Access Seeker notifies the Access Provider that it accepts the Site Data Pack in accordance with clause 14.3.1(a) above, within three (3) Working Days from the date on which the Access Provider receives such notification, the Access Provider will:
- (a) send to the Landlord a letter of notice, substantially in the form set out in Appendix G; and
 - (b) provide to the Access Seeker a copy of the letter of notice sent to the Landlord.

- 14.4.2 The letter of notice to the Landlord is intended as an introductory letter to explain:
- (a) the purpose for the supply of the Mobile Co-location Service at the Relevant Facilities;
 - (b) the relationship between the Access Provider and the Access Seeker under the Mobile Co-location Terms, but must also state that no agreement has been entered into between the Parties; and
 - (c) the overall process for implementation of the Mobile Co-location Service.

15 Detailed Site Design – Stage 2

15.1	Overview	15.1.1	The Initial Site Application is a formal request by the Access Seeker to undertake a visit to the Relevant Facilities (the Detailed Site Design Visit) in accordance with this section 15.
		15.1.2	The Detailed Site Design Visit provides the Access Seeker with the opportunity to obtain additional information from the Access Provider for the purpose of the Access Seeker filing a Full Site Application for the Mobile Co-location Service at the Relevant Facilities.
15.2	Detailed Site Design Visit	15.2.1	The Access Provider and the Access Seeker will use best endeavours to jointly conduct a Detailed Site Design Visit at the Relevant Facilities that are the subject of the Access Seeker's Initial Site Application within ten (10) Working Days of receipt of the Initial Site Application. Where ten (10) Working Days is not practical for either the Access Seeker or the Access Provider, the Detailed Site Design Visit will be conducted at a time as mutually agreed by the Access Seeker and the Access Provider.
		15.2.2	The Access Provider's and the Access Seeker's nominated Mobile Co-location Project Managers will each act as the primary manager for each Party for the Detailed Site Design Visit. The role of each of the Mobile Co-location Project Managers is to facilitate communication between the Parties relating to the Detailed Site Design Visit, schedule the Detailed Site Design Visit and take responsibility for any related matters.
		15.2.3	The Access Provider and the Access Seeker must provide representatives to attend the Detailed Site Design Visit that are accredited and competently qualified.
		15.2.4	During the Detailed Site Design Visit, the Access Provider and the Access Seeker will reasonably work together to: <ul style="list-style-type: none"> (a) physically audit the Relevant Facilities; (b) propose the placement of the Access Seeker Equipment on the Relevant Facilities; and (c) gather all additional on-site information required, in order to gather the information required to complete the notes documenting the Detailed Site Design Visit (the Site Design Notes).
		15.2.5	During the Detailed Site Design Visit, the Access Provider and the Access Seeker will use all reasonable endeavours to populate the fields in the Site Design Notes where practical.
		15.2.6	The Site Design Notes must be in the form set out in Appendix I.
		15.2.7	Within ten (10) Working Days following the Detailed Site Design Visit, the

Access Seeker will complete all remaining fields in the Site Design Notes, based on the on-site information gathered at the Detailed Site Design Visit. After the Access Seeker's Project Manager agrees the Site Design Notes, the Access Seeker will provide to the Access Provider a signed copy of the agreed Site Design Notes, as soon as reasonably practical following the completion of the Detailed Site Design Visit. The Access Provider will provide acknowledgement of receipt of the Site Design Notes within four (4) Business Hours of receipt.

- 15.2.8 Within five (5) Working Days after the Access Provider receives the completed Site Design Notes from the Access Seeker, the Access Provider will either:
- (a) confirm to the Access Seeker that the Site Design Notes have been completed in accordance with the Detailed Site Design Visit; or
 - (b) make a request to the Access Seeker for further consultation in relation to the Site Design Notes, after which time the Access Provider and the Access Seeker will use reasonable endeavours to agree the Site Design Notes following such consultation.
- 15.2.9 After the Access Provider's Mobile Co-location Project Manager agrees the Site Design Notes pursuant to clause 15.2.8 above (following any consultation required), the Access Provider will provide to the Access Seeker a signed copy of the agreed Site Design Notes as soon as reasonably practicable.
- 15.2.10 The Access Seeker is responsible for providing all of the equipment, including specialist equipment (for example, a cherry picker), that the Access Seeker requires in order to undertake the Detailed Site Design Visit and complete the Site Design Notes. The Access Seeker is also responsible for all of its costs incurred in relation to the Detailed Site Design Visit, including providing Access Seeker representatives to attend the Detailed Site Design Visit.
- 15.2.11 Following the Detailed Site Design Visit and the approval of the Site Design Notes by the Access Provider, or where the Access Seeker proceeds directly to a Full Site Application in accordance with clause 14.3.1, the Access Seeker will develop and draw up a design for the Access Seeker Equipment on the Relevant Facilities, in accordance with the requirements set out in this Manual (the **Detailed Site Design**).
- 15.2.12 The Detailed Site Design is intended to form the basis for a Full Site Application for the Mobile Co-location Service at the Relevant Facilities. The Detailed Site Design must include sufficiently detailed information, including:
- (a) specifications for all the Access Seeker Equipment that the Access Seeker intends to place on or with the Relevant Facilities;
 - (b) plans for where the Access Seeker Equipment will be located on the Relevant Facilities; and
 - (c) plans and elevation view drawings that show how the Access Seeker Equipment will be attached to the Mast.
- 15.2.13 The Detailed Site Design must not be substantially or materially different from the Site Design Notes, unless (and to the extent that) the Parties have previously mutually agreed to a variation of the Site Design Notes. If the Access Seeker intends to develop a Detailed Site Design that is, or is likely to be, substantially or materially different from the Site Design Notes, the Access Seeker will consult with the Access Provider in relation to the proposed variation prior to completing the Detailed Site Design. Where the

Access Provider does not reasonably agree to the proposed variation to the Site Design Notes, the Access Provider may request the Access Seeker to jointly undertake a second Detailed Site Design Visit.

- 15.2.14 In the event that a Party disputes a matter in relation to the Detailed Site Design Visit, the Site Design Notes or the Detailed Site Design:
- (a) that Party may follow the Dispute resolution procedure under section 35 of the Mobile Co-location General Terms and such a Dispute must be resolved by expert determination; and
 - (b) the relevant Application will not progress until such a Dispute has been resolved.

15.3 Full Site Application

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- 15.3.1 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 14.3.1(a)(ii), the Access Seeker will either:
- (a) file a full Application for the Relevant Facilities that incorporates the Detailed Site Design (a **Full Site Application**); or
 - (b) notify the Access Provider that the Access Seeker declines to proceed with filing a Full Site Application.
- 15.3.2 The Full Site Application must include sufficiently detailed information (including all information set out in Appendix J) from which the Access Provider can make an assessment as to whether to grant Preliminary Site Approval, but must not include the final Project Plan and other implementation requirements for the Access Seeker Build at the Relevant Facilities.
- 15.3.3 The Full Site Application must include either an Agreed Standard Solution or a Disagreed Solution, in accordance with the Interference Management and Design document.
- 15.3.4 If the Access Seeker believes that Site Alterations are required at the Relevant Facilities, the Full Site Application must include detailed information on the proposed alterations in accordance with clause 22.4.1.
- 15.3.5 The Full Site Application must be made using the Provisioning System and must be in the form set out in Appendix J.
- 15.3.6 The Full Site Application is a formal request by the Access Seeker for the Access Provider to issue Preliminary Site Approval for the Mobile Co-location Service at the Relevant Facilities in accordance with clause 15.4 below.

15.4 Preliminary Site Approval

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- 15.4.1 The Access Provider must confirm to the Access Seeker that the Access Provider has received the Full Site Application within four (4) Business Hours of such receipt, at which time the Access Provider will place the Access Seeker in the Queue in accordance with section 11 above.
- 15.4.2 The Access Provider will notify the Access Seeker within five (5) Working Days of receipt of the Full Site Application whether that Full Site Application complies with the Manual (for example, if it contains insufficient or incorrect information, or whether it includes either an Agreed Standard Solution or a Disagreed Solution). Where the Full Site Application is invalid, it will be rejected, and the Access Provider will provide reasons of such rejection. For the avoidance of doubt, if the Access Seeker's Full Site Application has been rejected in accordance with this clause 15.4.2, that Access Seeker will lose its place in the Queue.
- 15.4.3 Within twenty (20) Working Days of receipt of the Full Site Application, the

Access Provider will either:

- (a) issue the Access Seeker with approval of the Full Site Application (the **Preliminary Site Approval**) and include in the Preliminary Site Approval all conditions required to be met by the Access Seeker prior to the Access Provider issuing Final Site Approval for the Mobile Co-location Service at the Relevant Facilities; or
- (b) notify the Access Seeker that the Access Provider rejects the Full Site Application, and includes reasons for such rejection, including where the Access Seeker's Detailed Site Design is substantially or materially different from the agreed Site Design Notes and the Access Provider has not previously approved such a variation.

15.4.4 The conditions which may be contained in the Preliminary Site Approval include, but are not limited to:

- (a) obtaining all consents required from the Landlord, in accordance with the right of Relevant Occupation and the related requirements set out in section 16 below;
- (b) obtaining all consents required from third parties that use the Relevant Facilities (for example, the New Zealand Police), except where the third party user is another Access Seeker receiving the Mobile Co-location Service at the Relevant Facilities;
- (c) complying with the RMA and the related requirements set out in section 17 below;
- (d) providing additional information or requiring further changes to the Detailed Site Design, provided such information or changes are reasonable and necessary in order for the Access Provider to issue the Final Site Approval; and
- (e) if Site Alterations are proposed by the Access Seeker in accordance with clause 22.4.1, obtaining the Access Provider's approval of in accordance with clause 22.4.2.

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

16 Landlord and third party approvals – Stage 3

16.1 General

16.1.1 The Access Seeker must follow the requirements and processes set out in this section 16 in relation to obtaining the necessary Landlord and third party users consents (excluding those third parties that are other Access Seekers receiving the Mobile Co-location Service at the Relevant Facilities) for the supply of the Mobile Co-location Service to the Access Seeker.

16.2 Access Provider obligations

16.2.1 Where the Initial Site Application or Full Site Application relates to a Site which is subject to a right of Relevant Occupation other than by way of ownership by the Access Provider, after the Access Provider issues the Preliminary Site Approval, the Access Provider will:

- (a) provide the Access Seeker with any necessary relevant documents evidencing the right of the Relevant Occupation (which may be a summary) and any other additional information relating to the right of Relevant Occupation that is reasonably necessary for the Access Seeker to obtain the Landlord's approval (excluding any terms that the Access Provider determines are confidential between the Access Provider and the Landlord). This information is deemed to be the Access Provider's Confidential Information under section 30 of the Mobile Co-location General Terms. If the Access Provider believes that a copy of the document evidencing the right of the Relevant Occupation is not required or that the

particular terms are confidential and need to be withheld, then the Access Provider will notify the Access Seeker, including reasons for its decision;

- (b) grant the Access Seeker authority to directly contact the Landlord in order to obtain the Landlord's consent or written acknowledgement for the Mobile Co-location Service at the Relevant Facilities, subject to clause 16.3.5 below; and
- (c) use its best endeavours to provide the Access Seeker with assistance if reasonably requested by the Access Seeker for the purpose of obtaining the Landlord's approval.

16.3 Access Seeker obligations

- 16.3.1 As soon as reasonably practical, but no later than 120 Working Days (subject to clause 11.4) after the Access Provider issues the Preliminary Site Approval, the Access Seeker must:
- (a) where the right of Relevant Occupation requires the consent of the Landlord for the grant of a sub-lease or sub-licence, obtain the written consent of the Landlord;
 - (b) where the right of Relevant Occupation may permit the Access Provider to grant a sub-lease or sub-licence without the express written consent of the Landlord, provide written notice to the Landlord of the intended grant of sub-lease or sub-licence and obtain written acknowledgement from the Landlord of the receipt of this notice;
 - (c) bear all costs arising in relation to obtaining the Landlord's written consent or written acknowledgement; and
 - (d) provide a copy of the Landlord's written consent to the Access Provider, or provide a copy of the notice sent to the Landlord and the Landlord's written acknowledgement.
- 16.3.2 Where the Access Seeker requires more than 120 Working Days to fulfil the conditions in clause 16.3.1, the Access Seeker's relevant Application will lapse and the Access Provider will remove the Access Seeker from the Queue (subject to clause 11.4).
- 16.3.3 The Access Seeker is solely responsible for obtaining the Landlord's written consent or written acknowledgement.
- 16.3.4 The Access Seeker must also obtain all additional consents which may be required from other third parties that use the Relevant Facilities (for example, the New Zealand Police), excluding those third parties that are other Access Seekers receiving the Mobile Co-location Service at the Relevant Facilities.
- 16.3.5 When consulting and negotiating with the Landlord or any other third party pursuant to this section 16, the Access Seeker must:
- (a) conduct itself in a way that will maintain and preserve a mutually beneficial relationship between the Access Provider and the Landlord or the third party;
 - (b) seek to resolve in good faith any issues that may arise, and to work towards a fair and reasonable outcome for all parties concerned; and
 - (c) not make any claims, representations or warranties on behalf of the Access Provider and the Access Seeker will have no authority to, and must not, bind the Access Provider in any way, unless the Access Seeker has first obtained the Access Provider's prior written consent to do so.

16.4 Right of Relevant Occupation

- 16.4.1 The terms of each right of Relevant Occupation may differ and therefore the process which the Access Seeker must follow to obtain the Landlord's written consent or written acknowledgement may differ.
- 16.4.2 Landlord approval may be required under the terms of the right of Relevant Occupation where, for example:
- (a) the right of Relevant Occupation may permit the Access Provider to grant a sub-lease or sub-licence, provided that:
 - (i) the terms of any sub-lease or sub-licence remain within the extent of the rights granted to the Access Provider under the right of Relevant Occupation, including without limitation the number of Antenna specified; and
 - (ii) the Landlord receives from the Access Provider written notice of the grant of a sub-lease or sub-licence.
 - (b) the right of Relevant Occupation may permit the Access Provider to grant a sub-lease or sub-licence, provided that the Landlord provides the Access Provider with prior written approval of the grant of a sub-lease or sub-licence. Prior written approval from the Landlord may or may not be able to be withheld by the Landlord and any withholding of approval may or may not have to be reasonable;
 - (c) the Access Seeker's requirements may extend beyond the scope of the rights granted to the Access Provider under the right of Relevant Occupation, including without limitation the number of Antenna specified. In this case, the Landlord may approve and execute a variation in accordance with clause 16.4.3 below; or
 - (d) the right of Relevant Occupation may not permit the Access Provider to grant a sub-lease or sub-licence. In this case, the Landlord may approve and execute a variation in accordance with clause 16.4.3 below.
- 16.4.3 Where for any reason a variation of the right of Relevant Occupation is required, the Access Seeker will:
- (a) negotiate directly with the Landlord in respect of the terms of the right of Relevant Occupation which may be required to be varied, subject to the provisions below;
 - (b) only agree to vary the terms of the right of Relevant Occupation to the extent that is reasonably required to obtain the Landlord's approval and to meet any conditions set out in the Preliminary Site Approval;
 - (c) only agree to vary the terms of the right of Relevant Occupation where the Access Provider has first agreed in writing to such variations;
 - (d) not agree to any term which will, or is likely to, reduce or alter the rights of the Access Provider under the right of Relevant Occupation;
 - (e) not purport to execute a variation of the right of Relevant Occupation;
 - (f) reasonably communicate with the Access Provider regarding the progress of the negotiations with the Landlord; and
 - (g) include all of the following terms in any such variation:
 - (i) a standard term to the effect that any variation made by the Access Seeker on the Access Provider's behalf will only be valid for as long as the Access Seeker is

occupying the Relevant Facilities that are the subject of the variation and will terminate automatically upon the Access Seeker's use of those Relevant Facilities terminating;

- (ii) an entire agreement clause, ensuring that none of the negotiations between the Access Seeker and the Landlord are kept confidential from the Access Provider, or are implied in the agreement; i.e. everything negotiated by the Access Seeker has to be disclosed to the Access Provider; and
- (iii) a clause stating that a breach of the amendment by the Access Seeker will not enable the Landlord to terminate the entire lease, but only the amendment.

16.5 Access Seeker Agreements

16.5.1 Nothing in this section 16 or in this Manual precludes the Access Seeker from negotiating its own lease and/or agreement directly with the Landlord.

17 Resource Management Act 1991 consents – Stage 3

17.1 General

- 17.1.1 As soon as reasonably practicable, but no later than 120 Working Days (subject to clause 11.4) after the Access Provider issues the Preliminary Site Approval, the Access Seeker must obtain from the relevant Authority all necessary RMA consents that are required for the Access Seeker Equipment on or with the Relevant Facilities for the supply of the Mobile Co-location Service.
- 17.1.2 The Access Seeker must comply with all relevant bylaws, regulations and any District or Regional Plans.
- 17.1.3 The Access Seeker is responsible for all costs associated with the Access Seeker applying for and obtaining RMA consents.

17.2 Access Provider obligations

- 17.2.1 After the Access Provider issues the Preliminary Site Approval, the Access Provider will:
 - (a) use best endeavours to provide the Access Seeker with assistance if reasonably requested by the Access Seeker when the Access Seeker is applying for and obtaining RMA consents; and
 - (b) if contacted by the relevant Authority in relation to the Access Seeker's RMA consent applications, act in good faith to reasonably assist the Access Seeker to the extent that reasonable assistance is required to obtain such RMA consents.

17.3 Access Seeker obligations

- 17.3.1 The Access Seeker must at all times act in accordance with the RMA.
- 17.3.2 The Access Seeker must not:
 - (a) act in any way that is inconsistent with the Access Provider's rights under the RMA, or compromises those rights in any way;
 - (b) accept any condition of any RMA consent from the relevant Authority which may, or is likely to, compromise the Access Provider's rights or restrict the Access Provider's rights under the RMA in the future; and
 - (c) accept any condition of any RMA consent which imposes upon the Access Provider any ongoing obligations (for example, to test or monitor the Relevant Facilities).
- 17.3.3 Where any conditions contained in any RMA consent are imposed on the Access Seeker Equipment, the Access Seeker must ensure that all such

conditions are met and complied with on an ongoing basis.

- 17.3.4 Where the Access Seeker's RMA consent application is deemed by the relevant Authority to be a permitted activity under the RMA (in which case RMA consent does not need to be obtained), the Access Seeker must obtain and provide to the Access Provider a copy of the Access Seeker's RMA certificate of compliance, issued by the relevant Authority.
- 17.3.5 Where any community or third party consultation is required in relation to the application for or obtaining of RMA consents, the Access Seeker must conduct itself in accordance with the manner and standards set out in section 5 above in relation to communications.

17.4 RMA consents

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

17.5 Shared RMA consent applications

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

18 Final Site Approval – Stage 3

18.1 Preliminary Notice

- 18.1.1 At the date of expiry of the Preliminary Site Approval, the Access Seeker must provide the Access Provider with its notice that it has fulfilled the conditions (the **Preliminary Notice**), which will either:
- (a) confirm to the Access Provider that the Access Seeker has fulfilled all of the conditions contained in the Preliminary Site Approval, including providing sufficient information to demonstrate that the conditions have been fulfilled, in accordance with clause 18.2 below; or
 - (b) advise the Access Provider that one or more of the conditions contained in the Preliminary Site Approval have not been met.
- 18.1.2 Where the Access Seeker notifies the Access Provider in the Preliminary Notice that it has not fulfilled one or more of the conditions:
- (a) the Access Seeker must ensure that it does not proceed with any work relating to the Preliminary Site Approval, including not installing, testing, operating, maintaining, repairing or removing the Access Seeker Equipment on or with the Relevant Facilities;
 - (b) the Access Seeker must inform the Access Provider of the detailed reasons for not fulfilling the conditions; and
 - (c) the Access Seeker may either:
 - (i) apply to the Access Provider for an Extension Application under clause 11.4; or
 - (ii) make a request to the Access Provider for a variation of the condition(s).

18.1.3 The Preliminary Notice must contain all information as set out in clause 18.2, and must be in the form set out in Appendix L.

18.2 Demonstration of fulfilment of conditions

18.2.1 Where the Access Seeker has obtained the written consent or written acknowledgement of the Landlord under the right of Relevant Occupation for the Mobile Co-location Service at the Relevant Facilities, the Access Seeker will notify the Access Provider in the Preliminary Notice of the Landlord's written consent or written acknowledgement and include copies of the relevant documents, pursuant to clause 16.3.1 above, with its Preliminary Notice.

18.2.2 Where the Access Seeker and the Landlord have negotiated terms which may require a variation of the right of Relevant Occupation in accordance with clause 16.4.3:

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

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

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

18.3 Final Site Approval

18.3.1 The Access Provider must confirm (in writing) to the Access Seeker that the Access Provider has received the Access Seeker's Preliminary Notice within four (4) Business Hours of such receipt.

18.3.2 The Access Provider will, within five (5) Working Days of receiving the Preliminary Notice, either:

- (a) notify the Access Seeker that the Access Provider is satisfied that the Preliminary Notice demonstrates that all of the conditions contained in the Preliminary Site Approval have been fulfilled, and issue the Access Seeker with approval of the Preliminary Notice (the **Final Site Approval**); or
- (b) notify the Access Seeker that the Access Provider is not satisfied that the Preliminary Notice demonstrates that all of the conditions contained in the Preliminary Site Approval have been fulfilled, including reasons for such rejection.

18.3.3 If the Access Provider rejects the Preliminary Notice in accordance with clause 18.3.2(b) above, within 20 Working Days of receiving such rejection the Access Seeker will either:

- (a) submit an amended Preliminary Notice; or
- (b) notify the Access Provider that it declines to proceed with the Application for the Relevant Facilities.

- 18.3.4 Where the Access Seeker declines to proceed with the Application in accordance with clause 18.3.3(b) above, the Access Provider will remove the Access Seeker from the Queue.
- 18.3.5 The Final Site Approval must be in the form set out in Appendix M.

18.4 Schedule of Site-Specific Conditions

- 18.4.1 After the Access Provider issues the Final Site Approval, the Access Provider will provide to the Access Seeker a schedule of Site-specific conditions detailing:
- (a) any agreed Charges in respect of the provision of the Mobile Co-location Service at the specific Relevant Facilities; and
 - (b) the interests of any third parties that may need to be considered by the Parties as part of the ongoing provision of the Mobile Co-location Service at the specific Relevant Facilities,
- (the **Schedule of Site-Specific Conditions**).
- 18.4.2 The purpose of the Schedule of Site-Specific Conditions is to provide transparency any certainty for both the Access Provider and the Access Seeker in respect of the provision of the Mobile Co-location Service at the Relevant Facilities.
- 18.4.3 The Schedule of Site-Specific Conditions must be in the form set out in Appendix N.

19 Project Plan – Stage 4

19.1 Overview

- 19.1.1 No later than 20 Working Days after the Access Seeker receives the Final Site Approval, the Access Seeker will develop and submit to the Access Provider a Project Plan. Where the Access Seeker fails to submit the Project Plan within the 20 Working Days from the receipt of the Final Site Approval, that Final Site Approval will lapse.
- 19.1.2 The Access Seeker will develop the detailed Relevant Facilities-specific implementation work plan for the Access Seeker Build at the Relevant Facilities (the **Project Plan**). The Project Plan is intended to describe the scope of the work required for the Access Seeker Build and to set out the indicative timeline for completion of the Access Seeker Build.

19.2 Project Plan

- 19.2.1 The Project Plan must be submitted to the Access Provider using the Provisioning System and must be made according to the form set out in Appendix O. The Access Seeker must complete all fields in the Project Plan, including providing the necessary details and specifications.
- 19.2.2 The Project Plan must not be substantially or materially different from the Detailed Site Design approved by the Access Provider in the Final Site Approval, unless (and to the extent that) the Parties have previously mutually agreed to a variation of the Detailed Site Design.
- 19.2.3 The Access Provider will acknowledge receipt of the Access Seeker's Project Plan within four (4) Business Hours.

19.3 Approval to Build

- 19.3.1 After the Access Provider receives the Project Plan, it will review the Project Plan. Within ten (10) Working Days of receipt of the Project Plan, the Access Provider will either:
- (a) approve the Project Plan and issue the Access Seeker with approval of the Project Plan (the **Approval to Build**); or
 - (b) notify the Access Seeker that the Access Provider does not

approve the Project Plan, including reasons for rejection, provided such rejection is only given in circumstances where the Access Provider reasonably believes that:

- (i) the Project Plan is not sufficiently complete and/or specific; or
- (ii) the Detailed Site Design in the Project Plan is materially or substantially different from the Detailed Site Design approved by the Access Provider in the Final Site Approval.

19.3.2 If the Access Provider rejects the Project Plan under clause 19.3.1(b) above, the Access Provider will follow the process in this clause 19.3.2. The Access Provider will:

- (a) request the Access Seeker to submit an amended Project Plan within ten (10) Working Days following the rejection under clause 19.3.1(b);
- (b) provide the Access Seeker with reasonable assistance if requested by the Access Seeker in order to amend the Project Plan;
- (c) confirm to the Access Seeker that the Access Provider has received the amended Project Plan; and
- (d) acknowledge receipt of the amended Project Plan within four (4) Business Hours.

19.3.3 The Access Provider will review the amended Project Plan and:

- (a) if the Access Provider approves the amended Project Plan (approval not to be unreasonably withheld), within ten (10) Working Days of receiving the amended Project Plan, approve the Project Plan and issue the Access Seeker with the Approval to Build; or
- (b) if the Access Provider does not approve the amended Project Plan, reject the Project Plan, including reasons for rejection.

19.3.4 The Approval to Build must be in the form set out in Appendix P.

20 Mobile Co-location Site Build – Stage 5

20.1 Overview

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

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

(Mobile Co-location Site Build).

20.2 Mobile Co-location Pre-build Phase

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

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

Facilities.

20.2.2 During the Mobile Co-location Pre-build Phase, the Access Seeker is required to obtain all necessary Permits to Work from the Access Provider in accordance with section 51.

20.3 Mobile Co-location Build Period

20.3.1 Subject to clause 20.3.2, the Access Seeker will have a period of time during which the Access Seeker will undertake all physical work required for the Access Seeker Build (the **Mobile Co-location Build Period**), including:

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

20.3.2 The Access Seeker must give at least one week's Notice to the Access Provider, and any other Access Seekers who are currently receiving the Mobile Co-location Service at the Relevant Facilities, prior to undertaking any of the physical work required for the Access Seeker Build.

20.3.3 The Access Seeker must not radiate signal(s) from the Access Seeker Equipment or otherwise operate the Access Seeker Equipment at the Relevant Facilities prior to the Access Seeker meeting all relevant requirements set out in the Interference Management and Design document.

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

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

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

20.4.1 The Access Seeker will provide the Access Provider with sufficient information to confirm that the Access Seeker Build was undertaken and

completed in accordance with the Project Plan and other “as built” documentation (the **Project Closure Checklist**). Clauses 20.5 and 20.6 set out the Access Seeker requirements for Project Closure.

20.5 Phase 1: Build Closure

- 20.5.1 After the Mobile Co-location Build Period and after the Access Seeker complies with all procedures and requirements for interference management in accordance with clauses 9.4.3 to 9.4.20 (in relation to Agreed Standard Solutions) or 9.5.5 to 9.5.38 (in relation to Disagreed Solutions) of the Interference Management and Design document, the Access Seeker will provide the Access Provider with the Project Closure Checklist completed in respect of all Phase 1 matters, including sufficiently detailed information on:
- (a) the “as built” configurations for the Access Seeker Build, which must include without limitation the cabling and the location and power-loading of all Access Seeker Equipment installed on or around the Relevant Facilities, and the location of the Access Provider Equipment and equipment of other users of the Relevant Facilities;
 - (b) the Access Seeker Equipment installed on or around the Relevant Facilities;
 - (c) the relevant acceptance criteria as contained in the Project Plan, approved in writing by the Access Provider;
 - (d) the procedure to facilitate the suspension of Access Seeker Equipment; and
 - (e) approved RF interference testing in accordance with clauses 9.4.20 and 9.5.38 of the Interference Management and Design document.
- 20.5.2 Once the Access Seeker has provided the Project Closure Checklist, completed in accordance with clause 20.5.1 to the Access Provider, and the Access Provider has approved that Project Closure Checklist in respect of all Phase 1 matters, the Access Seeker may commence radio transmission and proceed to Phase 2 of Project Closure, and undertake all procedures and requirements for interference management in accordance with clauses 9.4.21 to 9.4.27 (in relation to Agreed Standard Solutions) or 9.5.39 to 9.5.49 (in relation to Disagreed Solutions) of the Interference Management and Design document. The Access Provider may switch off the Access Seeker’s Equipment at any time during the Phase 2 Probationary Period in accordance with clauses 9.4.28 and 9.5.47 of the Interference Management and Design document.

20.6 Phase 2: Probationary Period

- 20.6.1 Following completion of all procedures and requirements for interference management in accordance with clauses 9.4.21 to 9.4.27 (in relation to Agreed Standard Solutions) or 9.5.39 to 9.5.49 (in relation to Disagreed Solutions) of the Interference Management and Design document, the Access Seeker will provide the Access Provider with the fully completed Project Closure Checklist (including all Phase 1 and Phase 2 matters).

20.7 Project Closure Checklist

- 20.7.1 The Project Closure Checklist must be in the form set out in Appendix Q.
- 20.7.2 After the Access Seeker provides the Project Closure Checklist to the Access Provider in accordance with clauses 20.5 and 20.6, the Access Provider will either:
- (a) approve the Project Closure Checklist and confirm to the Access Seeker the completion of the relevant phase of the Mobile Co-location Build Period, then issue the Access Seeker with approval of the Project Closure Checklist for that phase. Project Closure shall occur on issue by the Access Provider of approval of the

Project Closure Checklist provided under clause 20.6 (the **Project Closure**); or

- (b) notify the Access Seeker that it does not approve the Project Closure Checklist, including reasons for rejection, and require the Access Seeker to rectify any items to enable the Project Closure Checklist to be approved by the Access Provider.

20.7.3 The Project Closure must be in the form set out in Appendix R.

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

20.7.5 After the Access Provider issues the Access Seeker with the Project Closure, the Access Seeker will be allowed to commence radio transmission (**Go Live**). For the avoidance of doubt, any switching on of the Access Seeker's Equipment prior to Project Closure and the Go Live date will be for the purposes of completion of all procedures and requirements for interference management in accordance with clauses 9.4.21 to 9.4.27 or 9.5.39 to 9.5.49 in accordance with the Interference Management and Design document.

21 Record keeping

21.1 General

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

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

21.1.2 Any information provided to the Access Provider by the Access Seeker under this section 21 will be the Access Seeker's Confidential Information for the purposes of section 30 of the Mobile Co-location General Terms.

PART 4 – SITE ALTERATIONS

22 Site Alterations

<p>22.1 Overview</p>	<p>22.1.1 This section 22 sets out the process to determine whether alterations are required to the Access Provider's Relevant Facilities in order to supply the Mobile Co-location Service to the Access Seeker at the Relevant Facilities (Site Alterations).</p> <p>22.1.2 Site Alterations means:</p> <ul style="list-style-type: none"> (a) Mast replacement, extension or revision (b) rearrangement of the Access Provider's existing Antenna; and/or (c) Antenna Minimisation; <p>22.1.3 For the purposes of this Part 4, the term Antenna refers to the primary antennas that are used to provide the cellular coverage and does not include any other antennas such as microwave dishes (and the term Antenna Minimisation will be interpreted accordingly).</p> <p>22.1.4 This section 22 applies subject to the Mobile Co-location General Terms.</p>
<p>22.2 Purpose of Site Alterations</p>	<p>22.2.1 Site Alterations may be necessary in certain circumstances, in order to enable the accommodation of the Access Seeker Equipment on the Relevant Facilities, for example:</p> <ul style="list-style-type: none"> (a) for the purpose of supplying the Mobile Co-location Service without compromising existing services supplied at or with the Relevant Facilities; or (b) where the capacity of the existing Mast cannot accommodate both the Access Provider's current and reasonable forecast requirements for capacity on the Relevant Facilities as well as the interests of other users of the Relevant Facilities (including other Access Seekers), <p>(the Site Alteration Purpose).</p>
<p>22.3 Site Alterations</p>	<p>22.3.1 The Access Seeker may propose any form of Site Alterations that it considers:</p> <ul style="list-style-type: none"> (a) to be reasonable and necessary in order to meet the Site Alteration Purpose; and (b) complies with the interference management considerations set out in the Mobile Co-location Interference Management and Design document, <p>(the Site Alteration Conditions).</p> <p>22.3.2 The Access Seeker may reasonably request information from the Access Provider regarding the alternative forms of Site Alterations set out in clause 22.1.2 in relation to the Relevant Facilities that are the subject of the Access Seeker's Application. This information will be for the purpose of assisting the Access Seeker in selecting the most appropriate form of Site Alterations at the Relevant Facilities, and may include details of the likely costs associated with each of the alternatives.</p> <p>22.3.3 The Access Provider will use all reasonable endeavours to comply with a request received in accordance with clause 22.3.2 as soon as reasonably practicable.</p>

22.4	Process for Site Alterations	22.4.1	When submitting a Full Site Application the Access Seeker may include a proposal for Site Alterations. The Full Site Application will include detailed information on how the proposal for Site Alterations satisfies the Site Alteration Conditions.
		22.4.2	Subject to clause 12.6.5, the Access Provider must accept a Full Site Application, including the proposal for Site Alterations, submitted under clause 22.4.1 above unless in the Access Provider's reasonable opinion: <ul style="list-style-type: none"> (a) the proposed Site Alterations are unworkable (e.g. the proposed Site Alterations would leave the Relevant Facilities structurally unsound); or (b) the proposed Site Alterations are inconsistent with the interference management considerations set out in the Mobile Co-location Interference Management and Design document.
		22.4.3	Where the Access Seeker's Full Site Application is rejected, the Access Provider will include detailed reasons for such a decision, and will endeavour to suggest an alternative arrangement for consideration by the Access Seeker.
		22.4.4	Where the Access Seeker's Full Site Application is rejected by the Access Provider under clause 22.4.3, the Access Seeker will be able to either: <ul style="list-style-type: none"> (a) follow the Dispute resolution procedure under clause 35 of the Mobile Co-location General Terms; or (b) notify the Access Provider that it no longer wishes to proceed with the Application.
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22.5	Mast replacement, extension or revision	22.5.1	Where a Full Site Application proposing replacement, extension or revision of a Mast is accepted under clause 22.4.2 above, the Access Seeker must: <ul style="list-style-type: none"> (a) develop and complete the design of the replaced, extended or revised Mast, which must: <ul style="list-style-type: none"> (i) accommodate the Access Seeker Equipment, the Access Provider's existing Access Provider Equipment, any equipment which is the subject of the Access Provider's current or reasonable forecast requirements for capacity and the equipment of any other third party (including other Access Seekers) using the Relevant Facilities; and (ii) be consistent with the Access Provider's generic Mast design(s); (b) produce a Project Plan for the replacement, extension or revision of the Mast, which must take into account the Access Provider's current and reasonable forecast requirements for capacity on the Relevant Facilities; and (c) if it is reasonable and practical to do so (taking into account any constraints under the RMA), the design of the replaced, extended or revised Mast must also take into account the reasonable future requirements of any other Access Seekers who are currently receiving, or may potentially receive, the Mobile Co-location Service at the Relevant Facilities.
		22.5.2	For the avoidance of doubt, for the purpose of Mast replacement, extension or revision, the term "Mast" includes the foundation of the Mast.
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22.6	Access Provider's Forecast	22.6.1	Where the Access Provider's Forecast will require that Access Provider to upgrade its Mast, the Access Provider will contact the Access Seeker and negotiate a joint build.

23 Mast revision / extension

23.1 Mast revision / extension	23.1.1	This section 23 only applies where the proposed revision or extension of a Mast is part of a Full Site Application accepted under clause 22.4.2.
23.2 Property rights	23.2.1	<p>Where the Access Seeker is to revise or extend a Mast:</p> <p>(a) the revised or extended Mast will be owned by the Access Provider; and</p> <p>(b) the Access Seeker Equipment will remain the property of the Access Seeker.</p>
23.3 Rights and obligations	23.3.1	<p>Unless the Access Seeker and the Access Provider otherwise agree:</p> <p>(a) the Access Seeker is responsible for:</p> <p style="margin-left: 40px;">(i) designing and undertaking all the work necessary for the revision or extension of the Mast (Necessary Work) including obtaining any necessary consents or permits in accordance with clause 6.1.8 of the Mobile Co-location Access Terms; and</p> <p style="margin-left: 40px;">(ii) ensuring that temporary sites are established where required by the Access Provider to ensure that any interruption to the services that the Access Provider provides to its Customers is to the extent reasonably practicable, avoided, or, if unavoidable, minimised; and</p> <p>(b) the Access Provider must promptly provide all cooperation that the Access Seeker reasonably requires in undertaking the Necessary Work and obtaining all relevant consents and permits in relation to the Necessary Work.</p>
	23.3.2	In carrying out the Necessary Work, the Access Seeker must take all reasonable steps to ensure that all such work is carried out in accordance with the Project Plan (as referred to in clause 23.4 below), and must notify the Access Provider of any delays which it anticipates as soon as practicable after becoming aware that such delays will occur.
23.4 Project Plan	23.4.1	Once the Access Seeker has received the Final Site Approval, as part of the formulation of the Project Plan in accordance with section 19, the Access Seeker and the Access Provider must agree on assigned places on the revised or extended Mast and/or Relevant Facilities for each of the Access Seeker and the Access Provider to locate its own equipment (and the equipment of any other Access Seeker or third party using the Relevant Facilities) and a timetable for the installation of equipment. However, in no circumstances shall the Access Provider's existing Access Provider Equipment, or any equipment which is the subject of the Access Provider's current and reasonable forecast requirements for capacity, be placed in a location or position which, in the Access Provider's reasonable opinion, is any less favourable than the location or position of such equipment prior to the revision or extension of the Mast. In addition, the Project Plan must be prepared by a suitably qualified and experienced engineer.
	23.4.2	For the avoidance of doubt, and subject to the Mobile Co-location Terms, to the extent that there is any space on the revised or extended Mast in excess of the space required to accommodate the Access Seeker Equipment, such space shall be at the unrestricted disposal of the Access Provider and shall not be Access Seeker Space.
23.5 Implementation of	23.5.1	Upon receipt by the Access Seeker of the Approval to Build, the Access

the Project Plan

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- Seeker may commence work in accordance with the Project Plan.
- 23.5.2 Unless the Access Seeker and the Access Provider otherwise agree, each of the Access Seeker and the Access Provider will be responsible for the installation of its own equipment on the revised or extended Mast once completed.
- 23.5.3 Unless the Access Seeker and the Access Provider otherwise agree, all the equipment installed on an existing Mast must be transferred, in accordance with the reasonable directions of the Access Provider, to the revised or extended Mast in a manner that:
- (a) to the extent reasonably practicable, avoids; or
 - (b) if unavoidable, to the extent reasonably practicable, minimises;
- any outage in transferring the equipment to the revised or extended Mast. To minimise the impact of any outage, the Access Seeker and the Access Provider must schedule the transference of the equipment at a time when, in the reasonable opinion of the Access Provider, that equipment is carrying the least traffic but also at a time that is reasonably practical to do that work.
- 23.5.4 In relation to the construction of the revised or extended Mast, the provisions of section 22 shall apply.
- 23.5.5 Once the location of the Access Provider Equipment upon the revised or extended Mast has been determined, and any part of it is installed, the Access Seeker must not (except with the prior written consent of the Access Provider) require that it be relocated elsewhere upon the revised or extended Mast.
- 23.5.6 If either the Access Seeker or the Access Provider does not consider that the other Party has met its obligations under this section 23, then either Party may follow the Dispute resolution procedure under section 35 of the Mobile Co-location General Terms. Any Dispute in relation to Mast revision or extension is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

24 Mast replacement

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|-------------|-------------------------------|--------|---|
| 24.1 | Mast replacement | 24.1.1 | This section 24 applies only where the proposed construction of a replacement Mast is part of a Full Site Application accepted under clause 22.4.2. |
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| 24.2 | Property Rights | 24.2.1 | Where the Access Seeker is to construct a replacement Mast: |
| | | | <ul style="list-style-type: none"> (a) the replacement Mast will be owned by the Access Provider; (b) the Access Seeker Equipment will remain the property of the Access Seeker; and (c) the original Mast which has been replaced will be owned by the Access Seeker. |
| <hr/> | | | |
| 24.3 | Rights and Obligations | 24.3.1 | Unless the Access Seeker and the Access Provider otherwise agree: |
| | | | <ul style="list-style-type: none"> (a) the Access Seeker is responsible for: <ul style="list-style-type: none"> (i) designing and undertaking all the work necessary for the construction of the replacement Mast (Necessary Work), including obtaining any necessary consents or permits in accordance with clause 6.1.8 of the Mobile Co-location Access Terms; and (ii) ensuring that temporary sites are established where |
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required by the Access Provider to ensure that any interruption to the services that the Access Provider provides to its Customers is to the extent reasonably practicable, avoided, or, if unavoidable, minimised; and

- (b) the Access Provider must promptly provide all cooperation that the Access Seeker reasonably requires in undertaking the Necessary Work and obtaining all necessary consents or permits in relation to the Necessary Work.

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

24.4 Other Provisions

24.4.1 Clauses 23.4 and 23.5 shall apply to this section 24, mutatis mutandis, as though references to "Mast revision or extension" (or words similar to these) are instead references to "Mast replacement".

25 Antenna rearrangement / Antenna Minimisation

25.1 Antenna rearrangement / Antenna Minimisation

25.1.1 This section 25 applies only where the proposed rearrangement of the Access Provider's existing Antenna or Antenna Minimisation is part of a Full Site Application accepted under clause 22.4.2.

25.2 Property rights

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

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

25.2.2 Where the Access Seeker is to require Antenna Minimisation:

- (a) the new Antenna (that replaced the Access Provider's existing Antenna) will be owned by the Access Provider; and
- (b) the Access Seeker Equipment will remain the property of the Access Seeker.

25.3 Rights and Obligations

25.3.1 Where the Access Seeker requires either rearrangement of the Access Provider's existing Antenna, or Antenna Minimisation, the Access Seeker must:

- (a) in consultation with the Access Provider, develop and complete the design of the proposed Antenna locations, which must:
 - (i) accommodate the Access Seeker Equipment, the Access Provider's existing Access Provider Equipment, any equipment which is the subject of the Access Provider's current or reasonable forecast requirements for capacity and the equipment of any other third party (including other Access Seekers) using the Relevant Facilities; and
 - (ii) be consistent with the Access Provider's generic Mast design(s);
- (b) obtain any appropriate statutory, regulatory or other consents or permits in accordance with clause 6.1.8 of the Mobile Co-location Access Terms; and

(c) include the rearrangement of the Access Provider's existing Antenna in the Project Plan.

25.3.2 The Access Provider must promptly provide all cooperation that the Access Seeker reasonably requires in undertaking the Necessary Work and obtaining all necessary consents or permits in relation to the Necessary Work.

25.3.3 In carrying out the work set out in clause 25.3.1, the Access Seeker must take all reasonable steps to ensure that all such work is carried out in accordance with the Project Plan, and must notify the Access Provider of any delays which it anticipates as soon as practicable after becoming aware that such delays will occur.

25.4 Project Plan

25.4.1 Once the Access Seeker has received the Final Site Approval, as part of the formulation of the Project Plan in accordance with section 19, the Access Seeker and the Access Provider must agree on assigned places on the Mast and/or Relevant Facilities for each of the Access Seeker and the Access Provider to locate its own equipment (and the equipment of any other Access Seeker or third party using the Relevant Facilities) and a timetable for the installation of equipment. In addition, the Project Plan must be prepared by a suitably qualified and experienced engineer.

25.5 Implementation of the Project Plan

25.5.1 Upon receipt by the Access Seeker of the Approval to Build, the Access Seeker may commence work in accordance with the Project Plan.

25.5.2 Unless the Access Seeker and the Access Provider otherwise agree, each of the Access Seeker and the Access Provider will be responsible for the installation of its own equipment in the revised position.

25.5.3 Unless the Access Seeker and the Access Provider otherwise agree, all work required to rearrange the Antenna or install the new Antenna must be performed, in accordance with the reasonable directions of the Access Provider, in a manner that:

- (a) to the extent reasonably practicable, avoids; or
- (b) if unavoidable, to the extent reasonably practicable, minimises;

any outage. To minimise the impact of any outage, the Access Seeker and the Access Provider must schedule the transference of the equipment at a time when, in the reasonable opinion of the Access Provider, that equipment is carrying the least traffic but also at a time that is reasonably practical to do that work.

25.5.4 Once the location of the Access Provider Equipment upon the Mast has been determined, and any part of it is installed, the Access Seeker must not (except with the prior written consent of the Access Provider or as anticipated by these Mobile Co-location Terms) require that it be relocated elsewhere upon the Mast.

25.5.5 If either the Access Seeker or the Access Provider does not consider that the other Party has met its obligations under this section 25, then either Party may follow the Dispute resolution procedure under section 35 of the Mobile Co-location General Terms. Any Dispute in relation to Antenna rearrangement or Antenna Minimisation that is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

PART 5 – TENURE

26 Relinquishment

26.1 Overview	26.1.1	The reduction of any Access Seeker Space supplied to the Access Seeker as part of the Mobile Co-location Service (Relinquishment) must be included in the Access Seeker's Mobile Co-location Forecast as a change to existing Access Seeker Space.
	26.1.2	Relinquishment may be for the entire Access Seeker Space or for a portion (i.e. some of the Access Seeker Equipment) of the Access Seeker Space.
26.2 Relinquishment Application	26.2.1	Prior to removing all or the relevant portion of the Access Seeker Equipment from the Relevant Facilities, the Access Seeker must apply to the Access Provider for the Relinquishment (a Relinquishment Application).
	26.2.2	Any Relinquishment Application must be made using the Access Provider's designated Planned Work System (details on the Planned Work System are set out in Part 11). In the Relinquishment Application, the Access Seeker must clearly state whether the entire Access Seeker Space, or state which portion of the Access Seeker Equipment within the Access Seeker Space, is the subject of the Relinquishment.
	26.2.3	The Access Provider will confirm to the Access Seeker that it has received the Relinquishment Application within four (4) Business Hours of receiving same.
26.3 Relinquishment	26.3.1	For the purposes of clause 26.3.6 below, the date of Relinquishment of the entire or a portion of the Access Seeker Space will be the date which is three (3) months after the date the Access Provider receives the Relinquishment Application in relation to that Access Seeker Space (or less by mutual agreement between the Parties) (the Relinquishment Date).
	26.3.2	The Access Seeker is required to remove all or the relevant portion of the Access Seeker Equipment which is the subject of the Relinquishment Application from within any relinquished Access Seeker Space prior to the Relinquishment Date and all of the Access Seeker Equipment no longer required at the Relevant Facilities prior to the Relinquishment Date.
	26.3.3	The Access Seeker must liaise with the Access Provider's Mobile Co-location Project Manager in relation to its Relinquishment.
	26.3.4	The Access Seeker must obtain a Permit to Work in order to remove the Access Seeker Equipment.
	26.3.5	The Access Seeker will notify the Access Provider once all or the relevant portion of the Access Seeker Equipment has been removed from the relinquished Access Seeker Space and all the Access Seeker Equipment no longer required at the Relevant Facilities has been removed from the Relevant Facilities.
	26.3.6	The Access Seeker's liability for all ongoing Charges in relation to its occupation of a relinquished Access Seeker Space will cease from the later of: <ul style="list-style-type: none"> (a) the Relinquishment Date; or (b) the date the Access Provider is satisfied that all or the relevant portion of the Access Seeker Equipment has been removed from

the Relevant Facilities and any reinstatement obligations under the section 13 of the Mobile Co-location Access Terms have been met.

- 26.3.7 The Access Provider will use all reasonable endeavours to inspect the Relevant Facilities for the purpose of satisfying itself under clause 26.3.6(b) as soon as practicable after the Access Seeker requests it to do so.
- 26.3.8 If the Access Seeker fails to remove all or the relevant portion of the Access Seeker Equipment within ten (10) Working Days from the Relinquishment Date, the Access Provider will use all reasonable endeavours to give the Access Seeker Notice of the Access Provider's rights under section 13 of the Mobile Co-location Access Terms.
- 26.3.9 If the Access Seeker has not removed all or the relevant portion of the Access Seeker Equipment within 40 Working Days from the Relinquishment Date, the Access Provider will be entitled to treat the Access Seeker Equipment as its own and may retain or dispose of it as the Access Provider sees fit.
- 26.3.10 The Access Seeker is responsible for all costs associated with Relinquishment, including where the Access Provider is entitled to retain or dispose of the Access Seeker Equipment pursuant to clause 26.3.9 above.

27 Relocation

27.1	Overview	27.1.1	This section 27 outlines the circumstances in which the Access Provider may reasonably request the Access Seeker to relocate the Access Seeker Equipment and describes the procedure for Relocation.
27.2	Relocation	27.2.1	The Access Provider may reasonably request the Access Seeker to relocate the Access Seeker Equipment from the existing Access Seeker Space to a different Access Seeker Space on the same, or any replacement, Relevant Facilities (Relocation).
		27.2.2	The Access Seeker will not unreasonably withhold or delay its consent to a Relocation. Reasonable grounds for the withholding of consent will only be if the Relocation is likely to, in the Access Seeker's reasonable opinion, result in a detrimental effect to the supply of the Access Seeker's services to its Customers.
		27.2.3	The Access Provider will consider the interests of any other users of the Relevant Facilities prior to requesting the Relocation.
		27.2.4	The Access Provider will be responsible for all reasonable costs associated with the Relocation.
27.3	Relocation procedure	27.3.1	<p>The procedure for the Relocation of the Access Seeker Equipment is similar to the provisioning procedure under sections 12 to 21, save that:</p> <ul style="list-style-type: none"> (a) the Access Provider must first give six (6) months' Notice to the Access Seeker that it will request the Access Seeker to relocate. The Access Provider's Notice must specify which Access Seeker Space will be requested for a Relocation and when the Relocation will be requested for; (b) the Access Seeker must acknowledge receiving the Access Provider's Notice and provide the Access Provider with any relevant requests it has in relation to the Relocation; (c) the Access Provider will then issue to the Access Seeker a plan for the Relocation, which will include the proposed configuration and timeframe for the Relocation as well as any temporary solutions to ensure continuity of the operation of the Access

Seeker Equipment (the **Relocation Plan**);

- (d) the Access Seeker must then accept the Relocation Plan or request amendment to the Relocation Plan on the same basis that the Access Provider would accept or request amendment to a Project Plan (in accordance with section 19 above); and
- (e) the Access Seeker must then provide the Access Provider with a quote for its own costs and timeframes for the Access Seeker Build, Relocation and installation. The Access Provider may accept, supply an alternative or reject the Access Seeker's quote. If the Access Provider rejects the quote, it may choose not to proceed with the Relocation.

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

27.3.3 The Access Provider and the Access Seeker will work closely with each other to facilitate the Relocation procedure. In the event that the Access Provider and the Access Seeker cannot resolve a Relocation issue, either Party may choose to initiate the Dispute resolution procedure under section 35 of the Mobile Co-location General Terms. Any Dispute in relation to Relocation is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

28 Termination

28.1 General

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

PART 6 – BILLING

29 Billing

29.1 Overview	29.1.1	Billing is driven by Applications for the Mobile Co-location Service made by the Access Seeker.
	29.1.2	This section covers: <ul style="list-style-type: none"> (a) invoicing; and (b) billing enquiries.
29.2 Invoicing	29.2.1	The Access Provider will invoice the Access Seeker for all Charges on the basis agreed between the Parties pursuant to the Mobile Co-location General Terms. Invoices for all Charges will be in electronic format. The electronic formatted invoice takes the place of a paper invoice. An electronic formatted monthly GST summary will be provided to the Access Seeker. A hardcopy paper invoice will be available to the Access Seeker on request.
	29.2.2	The Access Provider will provide the Access Seeker with electronic files in an email or through some other agreed electronic billing system.
	29.2.3	The Access Provider will send the electronic formatted invoice to the Access Seeker's Mobile Co-location Billing Manager's contact email address in accordance with this clause 29.2. The Access Provider will set up access rights if an electronic billing system is to be used.
	29.2.4	The Access Provider will provide an electronic invoice and a monthly GST summary to the Access Seeker free of charge.
	29.2.5	The Access Provider will maintain one or more separate accounts for services provided to the Access Seeker. The Access Provider may alter the account structure as it considers appropriate.
29.3 Billing enquiries	29.3.1	If the Access Seeker wishes to raise a billing enquiry, it may contact the Access Provider's Mobile Co-location Service Manager by emailing the Mobile Co-location Service Manager's contact email address.
	29.3.2	The email must include the following information: <ul style="list-style-type: none"> (a) a header reading "Billing Query"; and (b) a completed "Billing Enquiry Form" (listed in the Procedures and Technical Specifications in Appendix AA).
	29.3.3	The Access Provider will acknowledge the query and use all reasonable endeavours to respond within the current billing period. Any billing enquiries submitted without the use of a "Billing Enquiry Form" will be rejected.

29.3.4 The procedure set out in this section is an informal enquiry procedure that does not limit the Mobile Co-location General Terms. If the Access Seeker wishes to initiate an Invoice Error Dispute in relation to an invoice, it must follow the procedure set out in section 15 of the Mobile Co-location General Terms.

PART 7 – DATABASE AND SITE TYPES

30 Common Format Site Database

<p>30.1 Overview</p>	<p>30.1.1 The Access Provider will maintain a database (in the form of a Microsoft Excel spreadsheet) containing information on all of the Access Provider's Relevant Facilities excluding only those specific types of Relevant Facilities that are listed in clause 30.3.2 that are deemed to not be reasonably and/or practicably capable of supporting the Mobile Co-location Service (the Common Format Site Database).</p> <p>30.1.2 The purpose of the Common Format Site Database is to enable an Access Seeker to identify the Relevant Facilities that may be suitable for the Access Seeker to apply to the Access Provider for the supply of the Mobile Co-location Service.</p>
<p>30.2 Access Provider obligations</p>	<p>30.2.1 The Access Provider is responsible for populating and updating, on a monthly basis, the information contained in the Common Format Site Database (including, without limitation, its current and reasonable forecast requirements for capacity, as set out in clauses 30.3.1(j) and 30.3.1(k) below).</p> <p>30.2.2 In accordance with clause 30.2.1 above, the Access Provider will ensure that the information contained in the Common Format Site Database is updated on the last Working Day of each month (subject to clause 9.1.8).</p> <p>30.2.3 The Access Provider must use its best endeavours to ensure that:</p> <ul style="list-style-type: none"> (a) the information contained in the Common Format Site Database is true and correct to the best of its knowledge; and (b) the Common Format Site Database is accessible by all Access Seekers and the Commission, 24 hours a day, seven days a week.
<p>30.3 Common Format Site Database</p>	<p>30.3.1 The Common Format Site Database, which must be in the form set out in Appendix S, will include the following information about the Relevant Facilities:</p> <ul style="list-style-type: none"> (a) a unique identifier for the Relevant Facilities that will be the Access Provider's reference for the Relevant Facilities, which will generally be a numbered code or lettered acronym; (b) a name for the Relevant Facilities that will correspond to the unique identifier, which will generally be based on a location description; (c) the District in which the Relevant Facilities are located; (d) the physical location of the Relevant Facilities (e.g. coordinates), expressed on the New Zealand Map Grid (NZMG) projection with NZGD 49 datum; (e) the reference value from the <i>locationid</i> field in the Ministry of Economic Development's Spectrum Search Lite database (Prism.mdb) that corresponds to the Relevant Facilities; (f) the description of the existing Mast types (e.g. mono-pole, lattice); (g) the description of the headframe type attached to the Mast (e.g. armed head, cluster); (h) the number of existing Antenna on the Mast(s) (e.g. panel, dish);

- (i) the number of existing feeder cables inside the Mast;
- (j) the Access Provider's current and reasonable forecast requirements for capacity, expressed as the number of panel and/or dish Antenna;
- (k) the Access Provider's current and reasonable forecast requirements for capacity, expressed as the number of feeder cables inside the Mast;
- (l) any spare Mast structural capacity, which is an estimation of the approximate spare structural capacity of the Mast remaining after the structural loading of the existing Antenna (of the Access Provider or any other user) and the Access Provider's Antenna in its current and reasonable forecast requirements for capacity is calculated. This will be expressed as a percentage of the total structural capacity of the Mast; For the avoidance of doubt, this may take into account factors such as foundations and wind loading;
- (m) Mast height and total Mast height (including Antennas), where Mast height means height to the top of the Mast and total Mast height means height to the top of the top of the Antenna or the height to the top of the Mast, whichever is higher;
- (n) total radiated power from the Relevant Facilities (EIRP - equivalent isotropic radiated power), which takes into account system gains and losses between the radio transmitter and the Antenna, expressed in dBm;
- (o) the number of other current users of the Relevant Facilities; and
- (p) the number of all Access Seekers currently in the Queue for the Relevant Facilities.

30.3.2 For the purposes of clause 30.1.1, the following types of Relevant Facilities shall be deemed not to be reasonably and/or practicably capable of supporting the Mobile Co-location Service:

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

31 Standard Site Types

31.1	Overview	31.1.1	Various groups of Relevant Facilities are able to be identified where those Relevant Facilities have sufficient commonality in their substantive structural features, and which are most relevant to the planning and assessment relating to the provision of the Mobile Co-location Service (Standard Site Types).
31.2	Identification of Standard Site Types	31.2.1	Standard Site Types can be identified by the Access Seeker through the use of the Common Format Site Database (as set out in section 30), and in particular by selecting those groups of Relevant Facilities which have a common Mast type and a common headframe type.
31.3	Standard Site Type Solution	31.3.1	A solution for Standard Site Types may be developed in order for the solution to be applied to Applications that the Access Seeker may submit to the Access Provider (a Standard Site Type Solution).
		31.3.2	The purpose of a Standard Site Type Solution is to produce a typical design for a particular Standard Site Type, which is agreed in principle

between the Access Provider and the Access Seeker, that can be applied to the relevant Standard Site Type when the Access Seeker submits an Application for the Mobile Co-location Service.

- 31.3.3 The development of a Standard Site Type Solution enables the Access Provider and the Access Seeker to evaluate typical design considerations and develop a nominally agreed design envelope for each Standard Site Type.
- 31.3.4 The Standard Site Type Solution will:
- (a) determine the typical design of how the Access Provider's Mast and headframe can be modified in order to accommodate the Access Seeker Equipment; and
 - (b) specify where the Access Seeker's Antenna can be located on the Mast and headframe; and
 - (c) specify solutions to potential RF interference issues as defined in accordance with the Interference Management and Design document.
- 31.3.5 The Parties acknowledge that each of the Relevant Facilities may be different in some way, and therefore each Initial Site Application, Full Site Application or Multi-Site Application will be evaluated by the Access Provider on an individual basis, pursuant to the provisioning process set out in sections 12 to 21.

31.4 Standard Site Type Solution development process

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- 31.4.1 The Standard Site Type Solution development process is initiated by the Access Seeker, in accordance with the tasks and target timeframes for Standard Site Type Solutions set out in Appendix T (the **Standard Site Type Solution Tasks**).
- 31.4.2 Prior to the Access Seeker initiating the Standard Site Type Solution development process, the Access Provider and the Access Seeker must have determined an Agreed Standard Solution that the Standard Site Type Solution will be applied to, in accordance with the terms in the Interference Management and Design document.
- 31.4.3 The Access Provider and the Access Seeker will use all reasonable endeavours to exchange information and to develop a Standard Site Type Solution in accordance with the timeframes set out in the Standard Site Type Solution Tasks.

31.5 Access Seeker's proposal

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- 31.5.1 The Access Seeker may submit to the Access Provider a proposal to request the development of an agreed Standard Site Type Solution.
- 31.5.2 The Access Seeker's proposal must:
- (a) state the relevant Standard Site Type;
 - (b) reference the Agreed Standard Solution;
 - (c) provide preliminary information including the dimensions, weight and specifications of the relevant Access Seeker Equipment; and
 - (d) provide a preliminary plan that will illustrate the Access Seeker's suggested design for the Standard Site Type Solution.

31.6 Access Provider's response to proposal

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- 31.6.1 Within five (5) Working Days after the Access Provider receives the Access Seeker's proposal to develop a Standard Site Type Solution, the Access Provider will either:
- (a) notify the Access Seeker that the Access Provider approves the Access Seeker's proposal to develop the Standard Site Type Solution; or
 - (b) notify the Access Seeker that the Access Provider rejects the
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Access Seeker's proposal, including reasons for rejecting.

- 31.6.2 The Access Provider may not unreasonably withhold its consent in response to the Access Seeker's proposal to develop a Standard Site Type Solution. When assessing the Access Seeker's proposal for developing a Standard Site Type Solution, the Access Provider may take into account the following:
- (a) whether the Access Seeker's proposal is within the scope of the Agreed Standard Solution; and
 - (b) whether the Access Seeker's proposal is complete and sufficiently detailed.
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31.7 Exchange of technical information

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

- 31.8.1 Within twenty (20) Working Days after the meeting to exchange technical information, the Access Seeker will develop a draft design detailing the proposed Standard Site Type Solution and send to the Access Seeker the draft design.
- 31.8.2 The Access Seeker's draft design will be substantively in the form of design drawings, prepared by a competently qualified civil engineer and based upon the technical information exchanged between the Parties.
- 31.8.3 Within five (5) Working Days after the Access Provider receives the Access Seeker's draft design of the proposed Standard Site Type Solution, the Access Provider will either:
- (a) notify the Access Seeker that the Access Provider approves the draft design; or
 - (b) notify the Access Seeker that the Access Provider declines the draft design, including reasons for declining. In this event, the Access Seeker may choose to return to a previous step in the process to develop a Standard Site Type Solution.
- 31.8.4 The Access Provider must not unreasonably withhold approval of the Access Seeker's draft design.
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31.9 Standard Site Type Solution design

- 31.9.1 Where the Access Provider approves the Access Seeker's draft design in accordance with clause 31.8.3(a) above, the Access Seeker will develop a final design of the Standard Site Type Solution within twenty (20) Working Days and send to the Access Provider the final design.
- 31.9.2 The Access Seeker's final design will be in the form of detailed drawings and technical specifications of the Standard Site Type Solution. This final design will enable the Access Seeker to prepare Applications for the Mobile Co-location Service.
- 31.9.3 The Access Provider will provide the Access Seeker with a reference for the Standard Site Type Solution which the Access Seeker must use in all subsequent Applications which relate to the Standard Site Type Solution.

31.9.4 After the Access Provider has received the final design for the Standard Site Type Solution and the reference in accordance with this clause 31.9, the Access Seeker may use the Standard Site Type Solution in relevant Applications for the Mobile Co-location Service.

31.10 Review of Standard Site Type Solutions

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

PART 8 – MOBILE CO-LOCATION UTILITY SERVICES

32 Utility Services

32.1 Overview	32.1.1 This Part 8 describes the operating standards and procedures in relation to the use and supply of the Utility Services.
32.2 Utility Services	<p>32.2.1 The Access Seeker may propose which utility services it requests to utilise in relation to the Relevant Facilities. The Access Seeker must notify the Access Provider of such utility services in its Initial Site Application and/or Full Site Application (as applicable). In accordance with clause 32.2.2 below, the Access Provider may, at all times acting reasonably and in good faith, decide that some of those Utility Services shall not form part of the utility services at the Relevant Facilities.</p> <p>32.2.2 When deciding which (if any) utility services may form the Utility Services for the Mobile Co-location Service, the Access Provider will take into account the availability of the utility services at the Relevant Facilities including, without limitation:</p> <ul style="list-style-type: none"> (a) the control and ownership of the relevant utility services; and (b) the availability of spare capacity of the relevant utility services. <p>32.2.3 In the event that the Access Provider and the Access Seeker cannot agree on which utility services will comprise the Utility Services, either Party may choose to initiate the Dispute resolution procedure under section 35 of the Mobile Co-location General Terms.</p> <p>32.2.4 After the Access Provider notifies the Access Seeker which (if any) utility services form the Utility Services for the Mobile Co-location Service, the Access Seeker may choose to incorporate those utility services as part of the Mobile Co-location Service, which will become the Utility Services.</p> <p>32.2.5 The Utility Services may include, but are not limited to:</p> <ul style="list-style-type: none"> (a) lighting; (b) air-conditioning; (c) power, including AC main power feed and transformer; (d) access track; (e) fencing, including security fence and gate; (f) maintenance; and (g) electrical and lightning earthing. <p>32.2.6 The Utility Services will be supplied and used in accordance with the provisions in this Part 8.</p>
32.3 Use and maintenance	32.3.1 The Access Provider will be responsible for the maintenance of the Utility Services at the Relevant Facilities, except where expressly provided otherwise in the Mobile Co-location Terms.

33 Replacement and upgrade of Utility Services

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| 33.1 | Request for replacement or upgrade of Utility Services | <p>33.1.1 This section 33 establishes the procedure for determining the process to replace or upgrade a Utility Service used on or with the Relevant Facilities.</p> <p>33.1.2 Where either the Access Provider or the Access Seeker wishes to replace or upgrade a Utility Service (the requesting party):</p> <p style="margin-left: 20px;">(a) if the Access Seeker is the requesting party it must seek approval from the Access Provider before proceeding with such replacement or upgrade; or</p> <p style="margin-left: 20px;">(b) where the Access Provider is the requesting party it needs to provide reasonable notice to the Access Seeker before proceeding with such replacement or upgrade.</p> <p>33.1.3 Any upgrades required to the Utility Service must take into account the Access Provider's current and reasonable forecasts and the interests of other Access Seekers and users of the Relevant Facilities.</p> <p>33.1.4 The requesting party will be responsible for carrying out all necessary works in order to implement the replacement or upgrade of the Utility Service, and will obtain all necessary consents for any such work.</p> <p>33.1.5 The Parties will work together to develop and agree on a work plan which must include a construction timetable and an agreed scope of works. The requesting party must carry out the works in accordance with this work plan.</p> |
| 33.2 | Ownership | <p>33.2.1 The Access Provider will retain ownership of the Utility Service following the replacement or upgrade.</p> |

34 Lighting

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| 34.1 | General | <p>34.1.1 The Access Provider will be responsible for maintaining any lighting that is already provided at the Relevant Facilities, prior to any Application by the Access Seeker for the Mobile Co-location Service.</p> <p>34.1.2 Except to the extent that additional lighting is required as a matter of law at the Relevant Facilities and such requirement does not arise as a result of the Access Seeker's activities at those Relevant Facilities (in which case the Access Provider will be required to provide the additional lighting at its own cost), the Access Provider will not be required to provide any lighting at the Relevant Facilities where, at the time the Access Provider receives an Application for the Mobile Co-location Service at the Relevant Facilities from the Access Seeker, the Access Provider does not already provide lighting at those Relevant Facilities.</p> |
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35 Air Conditioning

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| 35.1 | General | <p>35.1.1 The Access Provider will be responsible for maintaining any air-conditioning that is already provided at the Relevant Facilities, prior to any Application by the Access Seeker for the Mobile Co-location Service.</p> <p>35.1.2 The Access Provider will not be required to provide any air-conditioning at the Relevant Facilities where, at the time the Access Provider receives an Application for the Mobile Co-location Service at the Relevant Facilities</p> |
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from the Access Seeker, the Access Provider does not already provide air-conditioning at those Relevant Facilities.

36 Power

36.1 Normal operating standards

- 36.1.1 The default power source supplied to the Access Seeker Equipment at the Relevant Facilities will be 230V AC power.
- 36.1.2 The Access Seeker's Initial Site Application and/or Full Site Application (as applicable) must specify the Access Seeker's projected total AC power load.
- 36.1.3 Each Party will ensure that all power connections to the AC power system at the Relevant Facilities will be undertaken only by employees or contractors of the relevant electricity lines.
- 36.1.4 Each Party will ensure that it does not cause power loss to other equipment on or around the Relevant Facilities, including other Access Provider Owned Equipment, Access Provider Equipment, Access Seeker Equipment and equipment of other users of Relevant Facilities, which may be connected to the same power distribution source. In the event that either Party causes power loss to other equipment, that Party must immediately restore power on or with the Relevant Facilities.

36.2 Power connection to the Access Seeker Equipment

- 36.2.1 The Access Seeker will be responsible for the connection of the Access Seeker Equipment to the power source.
- 36.2.2 The Access Seeker must request to the relevant electricity lines company to supply a transformer or power feed directly to the Access Seeker Equipment at the Relevant Facilities and that the transformer or power feed be separately metered.
- 36.2.3 Where the relevant electricity lines company agrees to separate metering pursuant to clause 36.2.2 above, the Access Seeker will be responsible for paying the lines company directly for the Access Seeker's use of power.
- 36.2.4 Where the relevant electricity lines company does not agree to separate metering pursuant to clause 36.2.2 above, the Access Seeker will pay to the Access Provider the cost of its AC power use, calculated on the basis of the maximum amperage rating of the AC circuit breaker feeding the Access Seeker Equipment.
- 36.2.5 For the avoidance of doubt, "power" referred to in this clause 36 excludes emergency back-up power.

37 Access Track

37.1 General

- 37.1.1 Where an access track that is used to access a Site is included in the Utility Services, the Access Provider will be responsible for maintaining the access track to and on the Site to a standard that is safe, and in a manner that is consistent with all terms and conditions of the right of Relevant Occupation.
- 37.1.2 The Parties acknowledge that each access track that is used to access each Site may require a different standard of maintenance. The standards of maintenance for the access track(s) to and on the Site will be included by the Access Provider in the Site Data Pack issued to the Access Seeker. Any further conditions relating to the access track on the Site will be

identified by the Access Provider at the Detailed Site Design Visit and will be included in the Access Provider's subsequent Preliminary Site Approval.

38 Fencing

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| 38.1 | General | <p>38.1.1 The Access Provider will be responsible for maintaining any fencing that is already provided on the Site, prior to any Application by the Access Seeker for the Mobile Co-location Service.</p> <p>38.1.2 The Access Provider will not be required to provide any fencing on the Site where, at the time the Access Provider receives an Application for the Mobile Co-location Service from the Access Seeker, the Access Provider does not already provide fencing at the Site.</p> <p>38.1.3 If the Access Seeker Equipment can be reasonably accommodated within an existing fenced area on the Site, the Access Provider will be responsible for the ongoing maintenance and repair of that fencing on the Site.</p> |
| 38.2 | Extensions to fencing | <p>38.2.1 Where the Access Seeker Equipment cannot be reasonably accommodated within an existing fenced area on the Site, the Access Seeker will undertake all necessary works in order to extend the fencing area on the Site. Such extension works will be carried out by the Access Seeker in accordance with any reasonable directions from the Access Provider, and in a manner that is consistent with all terms and conditions of the right of Relevant Occupation.</p> <p>38.2.2 After the Access Seeker completes the extension of the fencing pursuant to clause 38.2.1 above, the Access Provider will be responsible for the ongoing maintenance of that fencing on the Site.</p> <p>38.2.3 If the Access Seeker installs its fencing outside of the Site in a location which is not within the Site boundary, then the Access Seeker will be responsible for erecting and maintaining its own fencing, all at its own cost.</p> |

39 Electrical and lightning earthing

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| 39.1 | Normal operating standards | <p>39.1.1 Where the Access Seeker installs electrical and lightning earthing, the Access Seeker must comply with the Access Provider's Electrical and Lightning Protection Earthing Standards set out in the Procedures and Technical Specifications document in Appendix AA.</p> <p>39.1.2 The electrical and lightning earthing designs for installation at the Relevant Facilities must be submitted to and be approved by the Access Provider as part of the Access Seeker's Detailed Site Design that is submitted with the Full Site Application.</p> <p>39.1.3 The Access Seeker must include the details relating to electrical and lightning earthing in the Project Closure Checklist for the Access Provider to approve in Project Closure.</p> <p>39.1.4 The Access Seeker will be responsible for the installation of new or upgraded electrical and lightning earthing at the Relevant Facilities that is reasonably required for the supply of the Mobile Co-location Service to the Access Seeker.</p> |
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PART 9 – FAULTS

40 Faults

<p>40.1 Overview</p>	<p>40.1.1 This section describes:</p> <ul style="list-style-type: none"> (a) the Access Seeker's and the Access Provider's respective responsibilities for faults; (b) the steps the Parties must take before reporting a fault; and (c) how to report a fault.
<p>40.2 Relationship with the Mobile Co-location General Terms</p>	<p>40.2.1 The faults section of this Manual applies subject to the Mobile Co-location General Terms. The Access Seeker's and the Access Provider's respective responsibilities for faults are set out in section 21 of the Mobile Co-location General Terms.</p>
<p>40.3 General</p>	<p>40.3.1 The Access Provider will have either a web-based or paper-based system for managing faults (Fault Management System). The Access Provider will notify the Access Seeker of the Access Provider's designated Fault Management System and will use its reasonable endeavours to ensure that the Fault Management System is available to Access Seekers 24 hours a day, 7 days a week.</p> <p>40.3.2 The Fault Management System allows the Access Seeker to:</p> <ul style="list-style-type: none"> (a) create a new trouble ticket; (b) retrieve a trouble ticket; (c) update a trouble ticket; (d) report Mobile Co-location Service faults; and (e) report faults in the Access Seeker Equipment that may have an impact on the Access Provider Owned Equipment, the Access Provider Equipment or the equipment of other users of the Relevant Facilities.
<p>40.4 Training and Support</p>	<p>40.4.1 The Access Provider will offer to the Access Seeker reasonable initial set-up training for the Access Provider's Fault Management System.</p> <p>40.4.2 "Reasonable initial set-up training" in this context consists of a workshop, held at an Access Provider location, covering the items below (relating to the Fault Management System):</p> <ul style="list-style-type: none"> (a) overview of forms for fault reporting; (b) basic details of the Fault Management System (including demonstration of the system); and (c) any questions. <p>40.4.3 Access Seekers will ensure that a reasonable number of staff (up to a maximum of ten (10)) attend any training provided the Access Seeker in respect of the Fault Management System.</p>

40.5	Additional functionalities within or enhancements to the Fault Management System	<p>40.5.1 Where the Access Provider creates any additional functionality within, or makes any enhancement to, the Fault Management System, the Access Provider will notify the Access Seeker. The Access Seeker will modify its own fault systems and its own operational procedures to the extent required. The Access Provider must consult with the Access Seeker before notifying the Access Seeker of any additional functionality within or enhancement to the Fault Management System which affect the use of the Fault Management System in relation to the Mobile Co-location Service.</p> <p>40.5.2 The Access Seeker will utilise the additional functionality within or enhancement to the Fault Management System as notified by the Access Provider from the date specified in the Access Provider's Notice (at the latest).</p>
40.6	Terms of use	<p>40.6.1 The Access Seeker must only use the Fault Management System for purposes authorised by the Access Provider.</p> <p>40.6.2 Although the Access Provider intends to take reasonable steps to prevent the introduction of viruses or other destructive features to the Fault Management System, the Access Provider does not guarantee that it is free of such viruses or other destructive features.</p> <p>40.6.3 Only trained and accredited employees of the Access Seeker may use the Fault Management System.</p>
40.7	Costs	<p>40.7.1 The Access Provider will be solely responsible for the Access Provider's costs of designing and developing the Fault Management System, including any modifications and enhancements.</p> <p>40.7.2 The Access Seeker will be solely responsible for the costs of modifying its processes to work with the Fault Management System and its systems to interface with the Fault Management System (if applicable).</p>

41 Diagnosing faults

41.1	General	<p>41.1.1 The Access Seeker must operate a faults reporting service for Customers of the Access Seeker. The Access Provider will not accept any report of a fault from a Customer of the Access Seeker. Any Customer of the Access Seeker mistakenly contacting the Access Provider will be advised to contact the Access Seeker. The Access Seeker must ensure that all of its Customers are informed that faults must be reported to the Access Seeker and not the Access Provider.</p> <p>41.1.2 Where either Party detects a fault with the other Party's equipment on or around the Relevant Facilities (the detecting party), the detecting party will notify the other Party of the fault as soon as reasonably practicable.</p> <p>41.1.3 The detecting party will perform an initial fault diagnosis to determine who is responsible for fixing a fault before reporting it to the other Party. Where the detecting party is the Access Seeker, the Access Seeker's full obligations in relation to initial fault diagnosis are set out in section 22 of the Mobile Co-location General Terms.</p>
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42 Responsibility for faults

42.1	The Access Provider's responsibility	<p>42.1.1 The Access Provider is responsible for fixing faults in the Access Provider's Network, the Access Provider Owned Equipment or the Access Provider Equipment which affect the Mobile Co-location Service supplied to the</p>
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Access Seeker (except where a fault is the Access Seeker's responsibility because it is due to any act or omission of the Access Seeker or a Customer of the Access Seeker, pursuant to clause 42.2 below).

42.2 The Access Seeker's responsibility

- 42.2.1 The Access Seeker is responsible for fixing all faults with the Access Seeker Equipment or within the Network of the Access Seeker (except where a fault is the Access Provider's responsibility because it is due to any act or omission of the Access Provider or a Customer of the Access Provider).
- 42.2.2 The Access Seeker's responsibility for faults also includes any faults due to any act or omission of the Access Seeker or a Customer of the Access Seeker.
- 42.2.3 Where the Access Seeker is responsible for fixing some faults outside of the Access Seeker Space, the Access Seeker will not have an unconditional right of access to the Relevant Facilities.
- 42.2.4 Where work must be undertaken on or around the Relevant Facilities for the purpose of fixing a fault outside of the Access Seeker Space where the fault is the responsibility of the Access Seeker, the Access Provider will decide whether the fault will be repaired either by:
 - (a) the Access Provider or an Access Provider representative; or
 - (b) the Access Seeker itself, upon request by the Access Provider, in which case the Access Seeker cannot unreasonably withhold or delay its consent to undertake such work.
- 42.2.5 The Access Seeker will notify the Access Provider, via the Access Provider's Fault Management System, of any faults on the Access Seeker's Equipment that may have an impact on the Access Provider Equipment or equipment of other users of the Relevant Facilities.

43 Reporting faults to the Access Provider

43.1 Overview

- 43.1.1 The Access Provider will operate a faults reporting service for the Access Seeker. The Access Seeker should report faults that are the Access Provider's responsibility via the Access Provider's Fault Management System.
- 43.1.2 Where the detecting party under section 41 is the Access Seeker, the Access Seeker will report faults to the Access Provider in accordance with this section 43.

43.2 Reporting faults to the Access Provider

- 43.2.1 Subject to clause 43.2.2 the Access Seeker must use the Access Provider's Fault Management System for reporting all faults regarding the Mobile Co-location Service. If the Access Seeker uses any other method to report a fault, the Service Levels under the Mobile Co-location Service Level Terms will not apply in relation to the fault.
- 43.2.2 If the Access Provider's Fault Management System is unavailable:
 - (a) the Access Provider will advise the Access Seeker that the Fault Management System is unavailable, using all reasonable endeavours to advise the Access Seeker immediately upon becoming aware that the Fault Management System is unavailable;
 - (b) the Access Seeker must submit fault reports to the Access Provider by calling the fault reporting service number provided by the Access Provider; and
 - (c) the Access Provider will use its reasonable endeavours to ensure

that the fault reporting service is available 24 hours a day, 7 days a week.

- 43.2.3 After the Access Seeker has provided its initial fault diagnosis, complied with section 22 of the Mobile Co-location General Terms and determined that it requires the Access Provider's assistance to resolve the fault, the following information must be provided by the Access Seeker when reporting a fault to the Access Provider:
- (a) confirmation that the initial fault diagnosis has been completed;
 - (b) contact name and phone number of the Access Seeker staff member logging the fault;
 - (c) full details of the location of the Access Seeker Equipment that is experiencing the fault (where appropriate);
 - (d) fault type and description;
 - (e) time the fault occurred;
 - (f) address and contact details for the site of the fault (where appropriate); and
 - (g) any other relevant information.

43.3 Fault Management System fault processing

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- 43.3.1 The Access Provider will use all reasonable endeavours to ensure that all fault reports entered into the Fault Management System by the Access Seeker outside of Fault Restoration Hours are processed in the first Fault Restoration Hour of the next day. For the purpose of determining whether the Access Provider has met any relevant Service Levels under the Mobile Co-location Service Level Terms for dealing with faults, any fault reports submitted to the Access Provider outside of Fault Restoration Hours will be deemed to have been received by the Access Provider in the first Fault Restoration Hour of the following day.
- 43.3.2 When a fault report is received, the Access Provider will notify the Access Seeker of receipt of the fault report within half a Fault Restoration Hour of the fault being reported, subject to clause 43.3.1, and provide the Access Seeker with a unique fault reference number that will be used by the Access Provider in relation to the fault report.
- 43.3.3 If, for each fault report that is submitted, the Access Seeker does not comply with clause 43.2, the relevant Service Levels in the Mobile Co-location Service Level Terms will not apply.
- 43.3.4 The Access Provider will perform a validation check of each fault report that it receives. The validation check will determine whether the fault report complies with the requirements of this Manual.
- 43.3.5 The Access Provider will use its fault prioritisation systems to provide the Access Seeker with notification of the expected fault restoration time within 8 Fault Restoration Hours of the fault being reported.
- 43.3.6 The Access Provider will use all reasonable endeavours to meet the notified expected fault restoration time as provided to the Access Seeker pursuant to clause 43.3.5.
- 43.3.7 Where the Access Provider has allocated an expected fault restoration time to a fault and it subsequently becomes apparent that the fault restoration time cannot be met, the Access Provider will notify the Access Seeker of a revised fault restoration time. In that situation the Service Levels in the Mobile Co-location Service Level Terms will continue to apply to the originally notified expected restoration time, rather than the revised fault restoration time.

43.4 Fixing faults

- 43.4.1 Faults that are the Access Provider's responsibility will be fixed by the Access Provider representatives during Fault Restoration Hours. If a fault is logged outside of those hours, it is possible the Access Provider will only start working on the fault as from 7.00 am the following day.
- 43.4.2 Emergency faults reported to the Access Provider outside of Fault Restoration Hours will be treated on a case by case basis and extended fault restoration hours may apply. In the first instance, the Access Provider will propose a temporary solution. However, in the absence of a viable temporary solution, the Access Provider may schedule a callout to respond to emergency faults.
- 43.4.3 Where the Access Provider repairs an emergency fault pursuant to clause 43.4.2 above for which the Access Seeker is responsible under clause 43.2, the Access Seeker must pay the Access Provider to fix that emergency fault on the Access Seeker's behalf.

43.5 Irregularities

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

PART 10 – WORKING ON THE ACCESS PROVIDER'S NETWORK – THE ACCESS PROVIDER

44 Outages

44.1	Overview	44.1.1	Work may be required on the Access Provider's Network which may affect the Mobile Co-location Service supplied to the Access Seeker. Section 20 of the Mobile Co-location General Terms sets out the Access Provider's responsibilities in respect of Planned Outages and Unplanned Outages undertaken on the Access Provider's Network.
44.2	Relationship with the Mobile Co-location General Terms	44.2.1	This section 44 applies subject to the Mobile Co-location General Terms. The Access Provider's responsibilities in respect of outages are set out in section 20 of the Mobile Co-location General Terms.
44.3	General	44.3.1	The Access Provider must, where practicable, give the Access Seeker reasonable Notice of any thing that the Access Provider is aware of which is likely to adversely affect the Mobile Co-location Service to the same extent that it provides advice and notification to any Customers or other part of the Access Provider responsible for selling services to Customers of the Access Provider.
44.4	Planned Outages	44.4.1	The Access Provider may Suspend supply of the Mobile Co-location Service for the purpose of conducting works, routine maintenance, remedial work or upgrades to the Access Provider's Network (Planned Outage).
		44.4.2	The Access Provider must: <ul style="list-style-type: none"> (a) use all reasonable endeavours to conduct any Planned Outage between the hours of 12.00 am to 7.00 am inclusive where the Access Provider believes that is practicable and in such manner as to minimise, to the extent practicable, any impact on the provision of the Mobile Co-location Service to the Access Seeker; (b) give the Access Seeker Notice in advance of any Planned Outage: <ul style="list-style-type: none"> (i) to the same extent that the Access Provider provides advice and notification to any Customer or other part of the Access Provider responsible for selling services to Customers of the Access Provider; but (ii) at least within the timeframe set out in the Mobile Co-location Service Level Terms; and (c) in respect of any Notice of a Planned Outage, provide the following information: <ul style="list-style-type: none"> (i) a brief explanation of the reason for the Planned Outage; (ii) the intended date, time and duration of the Planned Outage; (iii) a description of the Mobile Co-location Service (or the relevant part of it) which will be affected by the Planned Outage; and (iv) the name and contact details of the Access Provider's representative(s) who gave the advice.
		44.4.3	Prior to conducting a Planned Outage, the Access Provider may choose to notify the Access Seeker that the Access Seeker may undertake work at the Relevant Facilities concurrently with the Access Provider when it

conducts the Planned Outage, provided that the Access Seeker has fulfilled all requirements under the Mobile Co-location Terms in order to undertake the work (for example, obtaining the necessary Permits to Work). Where the Access Provider provides such notification to the Access Seeker, the Access Provider will endeavour to coordinate with the Access Seeker a suitable time for the Access Provider's Planned Outage and the Access Seeker's work. However, if the Access Provider and the Access Seeker have not agreed a suitable time prior to the intended date and time of the Planned Outage, the Access Provider may carry out the Planned Outage at that intended date and time.

44.5 Unplanned Outages

- 44.5.1 The Access Provider may Suspend supply of the Mobile Co-location Service:
- (a) due to any unplanned unavailability of the Access Provider's Network or the Mobile Co-location Service; or
 - (b) in order to provide or safeguard service to the emergency or other essential services,
- (Unplanned Outage).**
- 44.5.2 The Access Provider must:
- (a) use all reasonable endeavours to give the Access Seeker as much advice as possible of the existence of any Unplanned Outage;
 - (b) advise the Access Seeker of any Unplanned Outage within the timeframe set out in the Mobile Co-location Service Level Terms; and
 - (c) use all reasonable endeavours to answer any reasonable questions from the Access Seeker about the extent and duration of any Unplanned Outage.
- 44.5.3 The Access Provider must act reasonably and in good faith in:
- (a) planning and implementing any Planned Outage; and
 - (b) managing any Unplanned Outage,
- with a view to minimising the impact on the Access Seeker and Customers of the Access Seeker.
- 44.5.4 If the Access Seeker becomes aware of any Unplanned Outage before it receives Notice from the Access Provider under clause 44.5.2 above, the Access Seeker will use reasonable endeavours to notify the Access Provider as soon as reasonably practicable.

PART 11 – WORKING AT THE ACCESS PROVIDER'S RELEVANT FACILITIES – THE ACCESS SEEKER

45 General

45.1 Overview

- 45.1.1 This Part 11 identifies the process which must be followed for all Planned Work undertaken on or around the Access Provider's Relevant Facilities.
- 45.1.2 Prior to any Planned Work being undertaken at the Access Provider's Relevant Facilities, the Access Seeker must make a Planned Work Application to the Access Provider using the Access Provider's designated system for the Planned Work (the **Planned Work System**). The Access Provider will notify the Access Seeker of its designated Planned Work System (which may be the same as the Provisioning System) and of the availability of the Planned Work System (e.g. during Business Hours).

45.2 Terms of use and costs

- 45.2.1 The Access Seeker must only use the Planned Work System for the purpose of conducting Planned Work at the Relevant Facilities.
- 45.2.2 The Access Provider will be solely responsible for the Access Provider's costs of designing and developing the Planned Work System, including any modifications and enhancements. The Access Provider will notify the Access Seeker that it plans to make any modifications and enhancements.
- 45.2.3 The Access Seeker will be solely responsible for the costs of modifying its systems to interface with the Planned Work System (if applicable).

46 Planned Work – Inside the Access Seeker Space

46.1 Overview

- 46.1.1 This section 46 sets out the requirements that the Access Seeker must follow in order to undertake Planned Work in the Access Seeker Space on the Access Provider's Relevant Facilities.
- 46.1.2 The purpose of the Planned Work System is to enable the Access Provider to evaluate the scope of the work and to determine whether:
- (a) the Access Seeker's Planned Work Application can be processed using the Planned Work System in accordance with the tasks and target timeframes set out Appendix U (the **Planned Work Tasks**); or
 - (b) the Access Seeker is required to submit an Initial Site Application and/or Full Site Application in accordance with the provisioning process set out in sections 12 to 21.

46.2 Requirements

- 46.2.1 The Access Seeker will be responsible for undertaking all Planned Work inside the Access Seeker Space at the Access Provider's Relevant Facilities. To undertake this work, the Access Seeker will need:
- (a) access (through either accreditation and security clearance or an Access Provider escort);
 - (b) the Access Provider's permission to undertake the work (i.e. a valid Permit to Work); and
 - (c) to meet all of the Access Provider's work standards.
- 46.2.2 These requirements are dealt with in detail in Parts 12, 13 and 14.

46.3 Planned Work

- 46.3.1 The following are examples of work that is minor work on or around the Relevant Facilities (**Planned Work**):
- (a) moving the Access Seeker Equipment within the Access Seeker Space (for example, a minor physical move of the location of an Antenna);
 - (b) adding new equipment to the existing Access Seeker Equipment within the Access Seeker Space (for example, the addition of a remote electrical tilt unit to an existing Antenna); and
 - (c) upgrading or making enhancements to the existing Access Seeker Equipment within the Access Seeker Space (for example, increasing the capacity within an existing agreed component of the Access Seeker Equipment).
- 46.3.2 Planned Work excludes, without limitation:
- (a) maintenance, repairs or fault rectification to the Access Seeker Equipment, which must be undertaken in accordance with clause 46.3.3 below and all related requirements; and
 - (b) any other work in the Access Seeker Space that is more than minor (for example, increasing the number of Antenna beyond the number specified and approved in the Final Site Approval), which must be undertaken in accordance with clause 46.3.4 below and all related requirements.
- 46.3.3 Where the Access Seeker intends to undertake work that is within the type of work in clause 46.3.2(a) above, the Access Seeker will only be responsible for obtaining the relevant Permits to Work from the Access Provider, but a Planned Work Application is not required.
- 46.3.4 Where the Access Seeker intends to undertake work that is within the type of work in clause 46.3.2(b) above, the Access Seeker must submit a new Initial or Full Site Application, in order to undertake the work (and follow the provisioning process set out in sections 12 to 21).
- 46.3.5 When the Access Seeker is intending to undertake work in the Access Seeker Space, in determining whether the work may require a Planned Work Application, the Access Seeker will take into account whether the work will cause, or is likely to cause, any detrimental effects, which may include:
- (a) new health and safety hazards; and
 - (b) non-compliance with any procedures and/or requirements for interference management as set out in the Interference Management and Design document.

46.4 Planned Work Application

- 46.4.1 The Access Seeker must submit an application for the Planned Work (**Planned Work Application**) using the Access Provider's designated Planned Work System. The Planned Work Application must be made in the form set out in Appendix V.
- 46.4.2 The Access Seeker's Planned Work Application must include sufficient detailed information relating to the nature and extent of the Planned Work.
- 46.4.3 As part of the Planned Work Application, the Access Seeker may propose that a single Planned Work Project Plan (as described in clause 46.5.1) may be utilised for an activity that is common to multiple Planned Work Applications, and will provide necessary details to enable the Access Provider to evaluate that proposal. This approach may be appropriate where the Planned Work is standard, of a low impact nature and has substantially similar requirements for several sites. The Access Provider

may accept or reject the proposal at its reasonable discretion.

- 46.4.4 The Access Provider must confirm to the Access Seeker that the Access Provider has received the Planned Work Application within four (4) Business Hours of receiving same.
- 46.4.5 After the Access Provider receives the Planned Work Application, the Access Provider will consider the scope of the work to the Access Seeker Equipment and determine whether the work may be managed as Planned Work or will require a new Initial Site Application.
- 46.4.6 Within five (5) Working Days of receipt of the Access Seeker's Planned Work Application, the Access Provider will either:
- (a) approve the Access Seeker's Planned Work Application and notify the Access Seeker of such approval;
 - (b) request the Access Seeker to make changes to its Planned Work Application; or
 - (c) reject the Access Seeker's Planned Work Application, including reasons for such rejection, and notify the Access Seeker that it must make an Initial Site Application for the work to the Access Seeker Equipment.
- 46.4.7 Where the Access Provider requests the Access Seeker to make changes to the Planned Work Application pursuant to clause 46.4.6(b) above, the Access Seeker may amend the Planned Work Application and re-submit the amended Planned Work Application to the Access Provider.
- 46.4.8 For the same types of work which the Access Seeker may need to undertake more than once, the Access Provider and Access Seeker may agree that only one Planned Work Project Plan is required.

46.5 Planned Work Project Plan

- 46.5.1 After the Access Provider approves the Access Seeker's Planned Work Application, the Access Seeker will submit to the Access Provider a project plan for the Planned Work (the **Planned Work Project Plan**).
- 46.5.2 The Planned Work Project Plan must be in the form set out in Appendix W.
- 46.5.3 Within five (5) Working Days of receipt of the Access Seeker's Planned Work Project Plan, the Access Provider will review the Access Seeker's Planned Work Project Plan and will either:
- (a) notify the Access Seeker that the Access Provider approves the Planned Work Project Plan;
 - (b) request the Access Seeker to make changes to the Planned Work Project Plan; or
 - (c) notify the Access Seeker that the Access Provider rejects Planned Work Project Plan, including reasons for rejection.
- 46.5.4 Where the Access Provider requests the Access Seeker to make changes to the Planned Work Project Plan pursuant to clause 46.5.3(b) above, the Access Seeker may amend the Planned Work Project Plan and re-submit the amended Planned Work Project Plan to the Access Provider.

46.6 Planned Work Build

- 46.6.1 After the Access Provider approves the Access Seeker's Planned Work Project Plan, the Access Provider will issue to the Access Seeker an approval to undertake the work in the Planned Work Project Plan as soon as reasonably practicable (the **Planned Work Approval to Build**).
- 46.6.2 The Planned Work Approval to Build must be in the form set out in

Appendix X.

- 46.6.3 The Access Seeker will proceed with the build of the work in the Planned Work Project Plan (the **Planned Work Build**). After the completion of the Planned Work Build and prior to the Access Provider issuing the Planned Work Project Closure, the Access Seeker must comply with all procedures and requirements for interference management as set out in the Interference Management Document.
- 46.6.4 After the Access Seeker completes the Planned Work Build and complies with all procedures and requirements for interference management in accordance with clause 46.6.3 above, the Access Seeker will provide the Access Provider with sufficient information to confirm that the Planned Work Build was undertaken in accordance with the Planned Work Project Plan, the Planned Work Approval to Build and other “as built” documentation (the **Planned Work Project Closure Checklist**).
- 46.6.5 The Planned Work Project Closure Checklist must be in the form set out in Appendix Y.
- 46.6.6 Within ten (10) Working Days of receipt of the information from the Access Seeker referred to in clause 46.6.4, the Access Provider will either:
- (a) approve the Planned Work Project Closure Checklist and confirm the completion of the Planned Work Build, then issue the Access Seeker with approval of the Planned Work Project Closure Checklist (the **Planned Work Project Closure**); or
 - (b) notify the Access Seeker that it does not approve the Planned Work Project Closure Checklist, including reasons for rejection, and require the Access Seeker to rectify any items to enable the Planned Work Project Closure Checklist to be approved by the Access Provider.
- 46.6.7 The Planned Work Project Closure must be in the form set out in Appendix Z.

47 Planned Work – Outside the Access Seeker Space

47.1 Overview

- 47.1.1 All work on the Access Provider’s Relevant Facilities outside of the Access Seeker Space must be undertaken by an Access Provider representative, subject to clause 47.2.1 below.

47.2 Work outside of the Access Seeker Space

- 47.2.1 Where work on the Access Provider’s Relevant Facilities outside the Access Seeker Space is requested by the Access Seeker and for the benefit of the Access Seeker, the Access Provider will decide whether the work will be undertaken either by:
- (a) the Access Provider or an Access Provider representative on behalf of the Access Seeker; or
 - (b) the Access Seeker itself, upon request by the Access Provider, in which case the Access Seeker cannot unreasonably withhold or delay its consent to undertake such work.
- 47.2.2 A request by the Access Seeker made under this clause 47.2 for work outside of the Access Seeker Space must be made using the Access Provider’s designated Planned Work System.

PART 12 – SECURITY AND ACCREDITATION

48 General

48.1	Overview	48.1.1	To access the Relevant Facilities a representative of the Access Seeker must have accreditation and may also need security clearance in certain circumstances. Accreditation involves training and familiarisation with the Access Provider's procedures and work standards. A security clearance check may be required or performed by the Access Provider before access is granted to an accredited person.
		48.1.2	In addition, representatives of the Access Seeker that undertake work on the Relevant Facilities must have appropriate work type accreditation and must be competently qualified to undertake such work.

49 Accreditation

49.1	Overview	49.1.1	This section 49 outlines the procedure for becoming accredited to access and work on the Access Provider's Relevant Facilities. The Access Provider's accreditation procedure is listed in the Procedures and Technical Specifications set out in Appendix AA.
49.2	Accreditation procedure	49.2.1	The Access Provider's accreditation procedure describes the requirements for accreditation in detail, which include: <ul style="list-style-type: none"> (a) all persons engaged in any work on the Access Provider's Relevant Facilities or other infrastructure comprising the Access Provider's Network must successfully complete the accreditation training and competency requirements before access to any Relevant Facilities will be granted; (b) accreditation must be maintained by annual refresher courses; and (c) training records must be kept by the Access Seeker and made available to the Access Provider upon request.
49.3	Work type accreditation	49.3.1	All work that requires industry licensing or specific technical accreditation (e.g. electrical work and working at heights) must meet the appropriate standard and be done by someone with the appropriate qualifications. Upon completion, all work must be certified by the person undertaking it as complying with all relevant standards.

50 Security clearance

50.1	Overview	50.1.1	Accredited representatives of the Access Seeker may be required to apply for access to be granted to any Relevant Facilities. Access is granted by the Access Provider issuing the representative with a device which the Access Seeker must use to gain access to the Relevant Facilities (e.g. an access card or a key) (the Access Control Device).
		50.1.2	The Access Provider may specify conditions on any person's right of access to the Relevant Facilities at the time the Access Provider issues the Access Control Device. Such conditions may be amended subsequently at

the Access Provider's discretion (to be exercised reasonably).

50.2 Access security	<p>50.2.1 Access to Relevant Facilities within the Access Provider's Network may be controlled by Access Control Devices. Use of an Access Control Device is subject to the access rules. The access rules are listed in the Procedures and Technical Specifications set out in Appendix AA).</p> <p>50.2.2 Access will be limited to areas that are essential for an accredited representative of the Access Seeker to complete his or her work (i.e. access to and from the Mobile Co-location Relevant Facilities).</p> <p>50.2.3 Unauthorised interference with any part of the Access Provider's access control system by a representative of the Access Seeker will result in access for that representative being removed permanently.</p>
50.3 Escorted access	<p>50.3.1 A representative of the Access Seeker will require escorted access (i.e. to be accompanied by an Access Provider representative) where the Access Seeker representative is not accredited and not the holder of a valid security Access Control Device (where such security is required).</p> <p>50.3.2 An Access Seeker will not require escorted access from the Access Provider for a representative who does not hold a valid security access card and is not accredited, where an emergency affecting the Access Seeker Space requires access for a period of less than one day, provided that:</p> <ul style="list-style-type: none"> (a) the Access Seeker has requested escorted access from the Access Provider as soon as the Access Seeker becomes aware that such access is required and the Access Provider informs the Access Seeker that the Access Provider is unable to provide an escort, but is willing to allow the Access Seeker to provide the escort. The Access Provider must not unreasonably withhold its consent to the Access Seeker providing the escort; (b) the Access Seeker ensures that the representative is escorted by a second representative who holds a valid security Access Control Device and is accredited; and (c) the Access Seeker is responsible and liable for the actions of the unaccredited representative.
50.4 Access Control Device Application	<p>50.4.1 Applications for Access Control Devices are required in the following circumstances:</p> <ul style="list-style-type: none"> (a) for all new, replacement and expired Access Control Devices; and (b) for any amendments to the scope of access required. <p>50.4.2 Applications must be accompanied by evidence of accreditation (and, if relevant, annual refresher courses). Further, the accredited representative of the Access Seeker must:</p> <ul style="list-style-type: none"> (a) complete the Access Control Device form (listed in the Procedures and Technical Specifications set out in Appendix AA); and (b) submit the form to the Access Provider to be processed. Approved Access Control Device forms will be provided to the address specified in the form.
50.5 Security clearance	<p>50.5.1 The Access Provider may require the Access Seeker to provide a security check in relation to any accredited Access Seeker representative who applies to the Access Provider for an Access Control Device. The Access Provider may reject any application based on a security check at its</p>

reasonably exercised discretion.

50.5.2 The Access Provider may also conduct its own security check.

50.5.3 The Access Provider may audit and monitor the Access Seeker's use of the Access Control Device(s). Breach of the access rules may result in the temporary and/or permanent withdrawal of access to any Relevant Facilities.

50.6 Costs

50.6.1 The Access Provider will provide an Access Control Device to every successful applicant under clause 50.4.2.

50.6.2 The Access Provider may have guards and/or third party security at the Relevant Facilities.

50.7 Lost or damaged Access Control Devices

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

50.8 Surrendering Access Control Devices

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

PART 13 – PERMIT TO WORK

51 Permit to Work

<p>51.1 Overview</p>	<p>51.1.1 This section 51 explains the Access Provider's Permit to Work procedure. The Access Seeker will be required to obtain a permit for work within the Relevant Facilities (a Permit to Work). The purpose of the Permit to Work procedure is to provide the Access Provider with prior notice of activity on the Relevant Facilities so the Access Provider can respond appropriately in the event of an outage or a complaint or enquiry from the Landlord, an Authority, or where such work may impact either the Access Provider's services other Access Seekers or other users of the Relevant Facilities.</p>
<p>51.2 General</p>	<p>51.2.1 The Access Provider's Permit to Work team is part of the NOC. The NOC is responsible for ensuring that all work on the Relevant Facilities is visible so that any risks to the Access Provider's Network can be controlled and mitigated.</p>
<p>51.3 Permit to Work procedure</p>	<p>51.3.1 The Permit to Work procedure is intended to minimise disruption to the Relevant Facilities by timing and enforcing standard work practices. It provides:</p> <ul style="list-style-type: none"> (a) a real time view for the NOC of all planned and unplanned work on or around the Relevant Facilities; (b) contention checking to identify and eliminate conflict at the Relevant Facilities; (c) a check of work timing against specified requirements; and (d) an interface with the network events notification procedure to provide Customers with notifications of Planned Work.
<p>51.4 Permit to Work applications</p>	<p>51.4.1 Permit to Work applications are made using the Access Provider's designated Permit to Work system, which may be subject to future changes, or by contacting the Access Provider's NOC.</p>
<p>51.5 When to apply for a Permit to Work</p>	<p>51.5.1 A Permit to Work is required when:</p> <ul style="list-style-type: none"> (a) the Access Seeker carries out any Access Seeker Build or Planned Work Build on or around the Relevant Facilities (including the installation of and any subsequent work on the Access Seeker Equipment); (b) work creates a risk or a loss of service to the Access Provider's Network (or a risk or a loss of service to any equipment which supports the Access Provider's Network (such as AC power); and (c) work is undertaken on the Relevant Facilities.
<p>51.6 After hours Permit to Work</p>	<p>51.6.1 An after-hours Permit to Work is defined as one required after 5.00 pm and where the work is to take place before 8.00 am the next day. The NOC is responsible for processing and approving after-hours Permits to Work. The Access Seeker is responsible for contacting the Access Provider's NOC.</p>
<p>51.7 Service-impacting faults and Permit to Work requirements</p>	<p>51.7.1 In the event of a service-impacting fault, permission may be given by the Access Provider to commence work without a Permit to Work. The Access Seeker is responsible for contacting the Access Provider's NOC in such an event.</p>

PART 14 – WORK PROCEDURES

52 Work procedures

52.1 Overview

- 52.1.1 The following rules apply for managing work on the Access Provider's Relevant Facilities:
- (a) all work must comply with the appropriate generally accepted best practice industry standards including any relevant generally applicable Access Provider standards, being those which the Access Provider would apply to its own activities;
 - (b) all work must comply with the relevant Permit(s) to Work; and
 - (c) the Access Seeker must comply with the requirements of all relevant laws (including all consents and permits, etc) prior to and during any work.

52.2 Work plan

- 52.2.1 The Access Seeker must follow all relevant procedures required by the Access Provider for work plan development. To ensure all work procedures are robust and that all work proceeds with a structured risk management plan:
- (a) the Access Seeker must develop a work plan that is fully compliant with the Access Provider's accreditation procedures before work starts;
 - (b) the work plan must be approved by the Access Provider's field services contact;
 - (c) the work plan must be available on-site at the Relevant Facilities at all times during any work and must be used by the Access Seeker's accredited representatives; and
 - (d) all work must comply with the Permit to Work procedure set out in section 51.
- 52.2.2 The Access Provider's accreditation procedures require a work plan for any work to be undertaken on the Relevant Facilities. The Access Seeker's work plan must address the following points:
- (a) the scope and purpose of the work;
 - (b) the location of the work on or around the Relevant Facilities;
 - (c) the contact details of the Access Provider's and the Access Seeker's representatives;
 - (d) the name and contact details of the person responsible for carrying out the work;
 - (e) the duration of work (including dates if known);
 - (f) a copy of the approved Permit(s) to Work;
 - (g) the number of people required, their trades and their accreditation requirements;
 - (h) the names and services provided by any sub-contractors or third parties;
 - (i) the risks and hazards identified;
 - (j) any parts of the Access Provider's Network requiring isolation and

for how long;

- (k) the control and isolation points identified;
- (l) a mitigation plan, in relation to work affecting the Access Provider's Network;
- (m) any storage requirements;
- (n) a dust management plan;
- (o) a waste management plan;
- (p) any work that produces spark or flame (hot work);
- (q) the tools and protective equipment required (e.g. power tools less than 1 kW, power tools greater than 1 kW, isolating transformers, vacuum cleaners, gas operated equipment, non combustible fire blankets, anti static dust sheets, fire extinguishers and sand bags); and
- (r) any specific access requirements.

52.3 Working on the Relevant Facilities

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

52.4 Electric tools and appliances

-
- 52.4.1 Use of portable electrical equipment with a power rating of less than 1 kW is permitted in the vicinity of all of the Access Provider's telecommunications equipment. An isolating transformer must be used with 230 V equipment that is not clearly labelled as double insulated.
 - 52.4.2 Electrical equipment with a power rating greater than 1 kW must not be used within 1 metre of any of the Access Provider telecommunications equipment. 230V equipment over 1kW must not be plugged into an outlet on any of the Access Provider telecommunications equipment frame, cabinet or rack. Only the outlets on a building's wall may be used. An isolating transformer must be used if the equipment is not insulated – RCDs do not provide the necessary earth isolation.
 - 52.4.3 Where it is proposed to use electrical equipment with a power rating greater than 2 kW, the approval of an Access Provider site manager must first be obtained. Any conditions for use attached to the approval must be strictly adhered to.

52.5 Static electricity

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

53 Health and Safety

53.1 Overview	53.1.1	All work performed by the Access Provider and the Access Seeker must comply with the relevant health and safety guidelines. The Access Seeker must make itself aware of all identified hazards and comply with all emergency and evacuation plans that apply to each Relevant Facility.
53.2 Health and safety compliance	53.2.1	The Access Provider and the Access Seeker must comply with the requirements found in the: <ul style="list-style-type: none"> (a) Health and Safety in Employment Act 1992; (b) Health and Safety in Employment Amendment Act 2002; (c) Approved Codes of Practice; and (d) relevant Health and Safety Guidelines.
	53.2.2	The Access Provider must: <ul style="list-style-type: none"> (a) ensure that the Relevant Facilities are safe, in accordance with statutory requirements; and (b) identify all known hazards at each Relevant Facility.
	53.2.3	The Access Seeker must: <ul style="list-style-type: none"> (a) comply with the relevant safety guidelines and standards maintained by the Access Provider at each Relevant Facility. These safety guidelines and standards are listed in the Procedures and Technical Specifications set out in Appendix AA; (b) identify any new hazards and use reasonable endeavours to notify the Access Provider of any new hazards as soon as is practical; (c) ensure that only Access Seeker representatives that are accredited and competently trained persons carry out work at the Relevant Facilities and that those persons conduct work on the Relevant Facilities in a safe manner, in accordance with the relevant safety guidelines and standards; and (d) comply with all terms and conditions for health and safety set out in the Mobile Co-location General Terms and the Mobile Co-location Access Terms.
53.3 Generic hazards	53.3.1	Hazards that are generic to the Relevant Facilities may include, but are not limited to: <ul style="list-style-type: none"> (a) work needed to be performed in confined spaces; (b) work needed to be performed at heights; (c) work needed to be performed with the use of elevating platforms; (d) work performed by helicopter access; (e) exposure to electromagnetic radiation; (f) four-wheel driving; (g) work performed alone or remotely; (h) work performed in adverse weather conditions; and (i) electricity hazards.

53.4 Cumulative Radio-frequency effects

- 53.4.1 The Access Provider and the Access Seeker must comply with the NZS2772.1: 1999 Radio-frequency Fields (the **New Zealand RF Standard**) and all applicable requirements of the relevant Authority in relation to Radio-frequency exposure.
- 53.4.2 The Access Provider and the Access Seeker must work together to ensure that the requirements set out in this clause 53.4 are met when undertaking work on any Relevant Facilities.
- 53.4.3 The Access Provider will, upon a request from the Access Seeker, provide to the Access Seeker information relating to the Radio-frequency exposure for all existing services and future services at the Relevant Facilities where the Access Provider has obtained resource consent for such services. For example, this may include the maximum power, the Antenna gain, and the down-tilt options at the Relevant Facilities.
- 53.4.4 Where a Party undertakes any work on or around the Relevant Facilities and such work generates Radio-frequency fields and requires an RMA consent or certificate of compliance (including in the case of section 17 above):
- (a) prior to that Party commencing any such work on or around the Relevant Facilities (the **working party**), the working party must:
 - (i) send to the relevant Authority a written notice of the location of the Relevant Facilities where the work will be undertaken and a cumulative Radio-frequency exposure report prepared by an accredited and competently qualified engineer, engineering technician or physical scientist stating whether the New Zealand RF Standard will be complied with on the Relevant Facilities; and
 - (ii) provide to the other Party and to any other Access Seeker receiving the Mobile Co-location Service at the Relevant Facilities a summary of the cumulative Radio-frequency exposure report prepared in accordance with the New Zealand RF Standard; and
 - (b) the working party must ensure that there is appropriate protection against:
 - (i) occupational exposures to the Radio-frequency fields generated by the work, in accordance with section 9 of the New Zealand RF Standard; and
 - (ii) general public exposures to the Radio-frequency fields generated by the work, in accordance with section 10 of the New Zealand RF Standard.
 - (c) the working party must apply for any consents in relation to such work.

APPENDIX A – GLOSSARY

Term	Meaning
Access Control Device	has the meaning given in clause 50.1.1.
Access Provider's Forecast	has the meaning given in clause 9.1.2.
Access Seeker Build	means any works undertaken by the Access Seeker for the purpose of installing, maintaining, repairing, altering, removing and/or replacing the Access Seeker Equipment, in accordance with the Mobile Co-location Tasks and the terms and conditions of this Manual.
Agreed Standard Solution	has the meaning given in the Interference and Management Design document.
Antenna Minimisation	means the process whereby an Access Provider's existing Antenna are replaced with Antenna that will facilitate the accommodation of Access Seeker Antenna on the Relevant Facilities. For example, this may include replacing multiple Antennas with a single cross-polarisation Antenna or a single multi-band Antenna.
Application	means any application made by the Access Seeker in relation to any part of the Mobile Co-location Service.
Approval to Build	has the meaning given in clause 19.3.1.
Authority	includes a government, statutory or regulatory authority.
Business Hours	means 8.00am to 5.00pm on any Working Day (where the first Business Hour in a Working Day is consecutive to the last Business Hour in the preceding Working Day).
Common Format Site Database	has the meaning given in clause 30.1.1.
Preliminary Notice	has the meaning given in clause 18.1.1.
Preliminary Site Approval	has the meaning given in clause 15.4.3.
Detailed Site Design	has the meaning given in clause 15.2.11.
Detailed Site Design Visit	has the meaning given in clause 15.1.1.
Disagreed Solution	has the meaning given in the Interference and Management Design document.
District	has the meaning given in section 5 of the Local Government Act 2002.
Escalation Protocol	means the protocol set out in Appendix B.
Extension Application	has the meaning given in clause 11.4.1.
Fault Management System	has the meaning given in clause 40.3.1.
Fault Restoration Hours	means 7:00am to 11:00pm, seven days a week and Fault Restoration Hour means one hour within this period.
Final Site Approval	has the meaning given in clause 18.3.2.
Forecast	means any or all (as the context requires) of the forecasts required to be provided by the Access Seeker in this Manual, and includes the Mobile Co-location Forecast.
Forecast Date	has the meaning given in clause 8.1.7.
Forecast Timeframe	has the meaning given in clause 9.1.3.

Term	Meaning
Full Site Application	has the meaning given in clause 15.3.1.
Go Live	has the meaning given in clause 20.7.5.
Initial Site Application	has the meaning given in clause 14.3.1.
Interference Desktop Studies	means any interference desktop studies undertaken pursuant to clause 9.1.6 of the Interference Management and Design document.
Landlord	has the meaning given in the Mobile Co-location Access Terms.
Manual	means this Mobile Co-location Operations Manual.
Mobile Co-location Build Period	has the meaning given in clause 20.3.1.
Mobile Co-location Forecast	has the meaning given in clause 8.1.1.
Mobile Co-location Forecasting Spreadsheet	has the meaning given in clause 8.1.6.
Mobile Co-location Site Build	has the meaning given in clause 20.1.1.
Mobile Co-location Pre-build Phase	has the meaning given in clause 20.2.1.
Mobile Co-location Project Manager	means the person who will liaise with the other Party in relation to the implementation and supply of the Mobile Co-location Service at the Relevant Facilities, and each Party must nominate such a person (which may be a separate person for each of the Relevant Facilities).
Mobile Co-location Service Manager	means the person responsible for the overall relationship between the Parties with respect to the Mobile Co-location Service, and each Party must nominate such a person, who will have the specific responsibilities set out in clause 2.2.
Mobile Co-location Tasks	has the meaning given in clause 12.1.7, and is set out in Appendix D.
month	means a calendar month.
Multi-Site Application	has the meaning given in clause 13.1.1.
Multi-Site Project Plan	has the meaning given in clause 13.2.9.
Necessary Work	has the meaning given in clause 23.3.1 and 24.3.1.
New Zealand RF Standard	has the meaning given in clause 53.4.1.
NOC	means the Access Provider's network operations centre (or equivalent facility).
Operational Date	The date on which the Access Seeker Equipment on the Relevant Facilities may be operationalised following completion of all tasks required for the work (in either the Mobile Co-location Tasks or the Planned Work Tasks).
Permit to Work	has the meaning given in clause 51.1.1.
Planned Work	has the meaning given in clause 46.3.1.
Planned Work Application	has the meaning given in clause 46.4.1.
Planned Work Approval to Build	has the meaning given in clause 46.6.1.

Term	Meaning
Planned Work Build	has the meaning given in clause 46.6.3.
Planned Work Project Closure	has the meaning given in clause 46.6.6.
Planned Work Project Plan	has the meaning given in clause 46.5.1.
Planned Work System	has the meaning given in clause 45.1.2.
Planned Work Tasks	has the meaning given in clause 46.1.2, and is set out in Appendix U.
Project Closure	has the meaning given in clause 20.7.2.
Project Closure Checklist	has the meaning given in clause 20.4.1.
Project Plan	has the meaning given in clause 19.1.2.
Provisioning System	has the meaning given in clause 12.1.3, and includes any upgrades, new version or replacement system.
quarter	means the three month period commencing on the first Working Day of February, May, August and November respectively.
Queue	has the meaning given in clause 11.2.1.
Relinquishment	has the meaning given in clause 26.1.1.
Relinquishment Application	has the meaning given in clause 26.2.1.
Relinquishment Date	has the meaning given in clause 26.3.1.
Relocation	has the meaning given in clause 27.2.1.
Relocation Plan	has the meaning given in clause 27.3.1.
RMA	means the Resource Management Act 1991, and all amendments.
Site Agreement	has the meaning given in clause 18.4.1.
Site Alterations	has the meaning given in clause 22.1.1.
Site Alteration Conditions	has the meaning given in clause 22.3.1.
Site Alteration Purpose	has the meaning given in clause 22.2.1.
Site Design Notes	has the meaning given in clause 15.2.4.
Site Data Pack	has the meaning given in clause 14.2.1.
Site Data Pack Application	has the meaning given in clause 14.1.1.
Standard Site Type(s)	has the meaning given in clause 31.1.1.
Standard Site Type Solution	has the meaning given in clause 31.3.1.
Standard Site Type Solution Tasks	has the meaning given in clause 31.4.1, and is set out in Appendix T.

APPENDIX B

ESCALATION PROTOCOL

Escalation Rule		Further Explanation
1	Identify correct escalation path	Before any issue is escalated, sufficient investigation should be undertaken to ensure that the functional group that will most likely be responsible for resolving the issue has been correctly identified.
2	Attempt to resolve issues at BAU level before escalating them	Every effort should first be made to resolve an operational issue at the BAU level, i.e. direct communication between the originator and the recipient.
3	First escalation should be via email	In the first instance an escalation at BAU level should be sent by email with the subject line beginning with "ESCALATION". The email should contain the relevant history of the issue, including any escalation history and when applicable the customer name, the name of the Relevant Facilities and fault/service order numbers.
4	Level one and two escalations shall be peer to peer	If an operational issue can not be resolved at the BAU level it must first be raised by the team member with his or her own team leader/manager. If the team leader/manager agrees that the issue warrants being escalated to the other Party they shall contact his or her peer in the other organisation and endeavour to resolve the issue between them - this would normally be the level one escalation point. Under no circumstance should this step in the escalation path be bypassed unless every reasonable attempt to communicate with his or her peer in the other organisation has failed. Only then should the level one contact in Party A attempt to escalate the issue to the level two contact in Party B. Subject to the above, level two escalations should also be peer to peer.
5	A mutually agreed plan of action to resolve an issue shall not be interfered with by other individuals	If a plan of action to address an escalated issue has been agreed to by both Parties then no other individual from either organisation should attempt to interfere with that agreement. If another individual has a concern with an already agreed plan of action they should raise it in the first instance with the person in his or her own organisation that was Party to the original agreement.
6	People who do not follow the above rules will be redirected to the correct point of escalation	If, as part of an escalation, an individual is contacted by a person from the other Party and it is discovered that the contacting person has not followed the protocol described above, then the person contacted can at his or her discretion respectfully redirect the contacting person to the correct point of escalation.

APPENDIX C
MOBILE CO-LOCATION FORECASTING SPREADSHEET

Mobile Co-location Forecasting Template

Access Seeker:

Access Provider:

Date:

Item		Year 1												Year 2											
		Quarter 1			Quarter 2			Quarter 3			Quarter 4			Quarter 1			Quarter 2			Quarter 3			Quarter 4		
		Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3
Multi-Site Applications	Number of Multi-Site Applications																								
	Average number of Relevant Facilities in each Multi-Site Application																								
[District]	Site Data Pack Applications																								
	Initial Site Applications																								
	Full Site Applications																								
	Interference Desktop Studies																								
	Changes to Access Seeker Space/Equipment																								
	Mobile Co-location Build Period commencement																								

[Repeat as required for different Districts]

Notes

Quarters are February, May August and November

District has the meaning given in section 5 of the Local Government Act 2002

Forecasts of Multi-Site Applications must include an estimate of the average number of Relevant Facilities in each Multi-Site Application

Multi-Site Applications are not required to be forecasted by District

Example Mobile Co-location Forecast

Access Seeker:

Access Provider:

Date:

		Year 1												Year 2											
Item		Quarter 1			Quarter 2			Quarter 3			Quarter 4			Quarter 1			Quarter 2			Quarter 3			Quarter 4		
		Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3
Multi-Site Applications	Number of Multi-Site Applications	4																							
	Average number of Relevant Facilities in each Multi-Site Application	25																							
Auckland City	Site Data Pack Applications	5	5	5																					
	Initial Site Applications	4	4	4																					
	Full Site Applications	2	2	2																					
	Interference Desktop Studies	3	3	3																					
	Changes to Access Seeker Space/Equipment	1																							
	Mobile Co-location Build Period commencement	2																							
Wellington City	Site Data Pack Applications	20	5	2																					
	Initial Site Applications	10	12	6																					
	Full Site Applications	9	4	8																					
	Interference Desktop Studies	6	3	7																					
	Changes to Access Seeker Space/Equipment	0																							
	Mobile Co-location Build Period commencement	4																							

APPENDIX D

MOBILE CO-LOCATION TASKS

Mobile Co-location Tasks (Single Site)	Target timeframes (Working Days)
<p>Stage 1 - Site Desktop Assessment AS submits Site Data Pack Application AP issues Site Data Pack AS submits Initial Site Application, notifies AP that it intends to proceed directly to Full Site Application, or declines to proceed AP sends letter of notice to Landlord</p>	<p>18 days 0 days 5 days 10 days 3 days</p>
<p>Stage 2 - Detailed Site Design AP confirms that AS Initial Site Application received (if applicable) AP and AS conduct Detailed Site Design Visit (if applicable) AS submits Full Site Application, which includes Detailed Site Design AP confirms Full Site Application received, AP issues Preliminary Site Approval or rejects with reasons</p>	<p>50 days 0 days 10 days 20 days 20 days</p>
<p>Stage 3 - Landlord/Third Party Approvals, RMA consents and Final Site Approval AS obtains Landlord and third party approvals, AS obtains RMA consents AS provides Preliminary Notice to AP that all conditions in Preliminary Site Approval fulfilled AP confirms Preliminary Notice received, AP issues Final Site Approval or rejects with reasons</p>	<p>125 days 120 days 0 days 5 days</p>
<p>Access Seeker Build Stage 4 - AS seeks Approval to Build AS submits Project Plan AP reviews Project Plan, approves Project Plan and issues Approval to Build or requests changes to Project Plan if required AS re-submits Project Plan with amendments if changes required AP approves Project Plan and issues Approval to Build or rejects with reason</p>	<p>250 days* 50 days 20 days 10 days 10 days 10 days</p>
<p>Stage 5 - Mobile Co-location Site Build Mobile Co-location Pre-build Phase Mobile Co-location Build Period Protocol for deployment of solution (in accordance with Interference Management and Design document) Project Closure</p>	<p>200 days* 120 days 60 days * 20 days</p>

* Refer to Interference Management and Design document for timeframes relating to the protocol for the deployment of a solution

APPENDIX E

SITE DATA PACK APPLICATION

Site Data Pack Application

This form is to be completed by the Access Seeker. All fields must be completed. If a field is not relevant to this particular application mark as not applicable.

Access Provider	
Access Seeker	

Information from the Common Format Site Database	
AP Unique Identifier	
Name of Relevant Facilities	

Access Seeker Project Manager	
Name	
Email	
Phone Number	

Additional Information
The Access Seeker requests that the Access Provider include the following additional information in the Site Data Pack:

Date of Application	
----------------------------	--

APPENDIX F

SITE DATA PACK

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

Date	
-------------	--

Site Data Pack

The Site Data Pack is prepared by the Access Provider. The form needs to be completed and the checklist sets out the required information to be provided with this form to complete the Site Data Pack.

Relevant Facilities Details	
Site Address	
AP Unique Identifier	<i>From Common Format Site Database</i>
Mast Type	<i>From Common Format Site Database</i>
Headframe Type	<i>From Common Format Site Database</i>
Spare Structural Capacity (%)	<i>From Common Format Site Database</i>
Access Providers Housing Type	<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor
Additional information regarding the above	

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AP Project Number:

Date	
-------------	--

Checklist of Site Data Pack Information				
If any of the information listed below is not included in the Site Data Pack state the reason for this in the "Comments" column				
Item Number	Description	Attached	Document Name/Reference	Comments
1	Right of Relevant Occupation Outlining information on the Access Provider's current property rights relevant to co-location including conditions/limitations on right to sub-let or sub-licence	<input type="checkbox"/>		
2	Site Plan Detailing space in use, planned and available	<input type="checkbox"/>		
3	Access Information Detailing any special access requirements. The Access Provider to include details regarding the level/standard of maintenance of the existing track (eg. metalled, 4WD only, dirt track)	<input type="checkbox"/>		
4	RF Information Antenna types and EME Plumes for both integrated and planned antenna	<input type="checkbox"/>		
5	Hazards Identify any known hazards or health and safety issues	<input type="checkbox"/>		
6	Special Circumstances/Conditions Any other relevant special circumstances or conditions that may impact on the Access Seeker's Initial Site Application or Full Site Application	<input type="checkbox"/>		

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AP Project Number:

Date	
-------------	--

Checklist of Site Data Pack Information				
If any of the information listed below is not included in the Site Data Pack state the reason for this in the "Comments" column				
Item Number	Description	Attached	Document Name/Reference	Comments
7	Access Provider's Forecast Detailing the Access Provider's current and reasonable forecast requirements for capacity at the Relevant Facilities. This must include details of the expected date of deployment of the Access Provider Forecast	<input type="checkbox"/>		
8	Additional Information Requested by Access Seeker Additional information requested by the Access Seeker in the Site Data Pack Application	<input type="checkbox"/>		
9	Other Additional Information Any other relevant information the Access Provider considers relevant to a co-location at this site	<input type="checkbox"/>		

APPENDIX G
LETTER OF NOTICE TO LANDLORD

[ACCESS PROVIDER'S LETTERHEAD]

[DATE]

[ACCESS PROVIDER'S ADDRESS]

LETTER OF NOTICE OF PROPOSED CO-LOCATION-[NAME OR REFERENCE OF FACILITY]

I refer to the agreement between [landlord] and [Access Provider] dated [insert date] regarding our mobile telecommunications facility on your property ("**Facility [X]**").

The Commerce Commission has prepared a final standard terms determination in relation to the co-location on cellular mobile transmission sites in New Zealand. Co-location allows the mobile equipment of a network operator to be installed on another operator's tower. This can reduce the costs associated with the setting up of cell sites by sharing facilities between network operators.

In this context, [Access Provider] has received from [Access Seeker] notification that [Access Seeker] intends to apply for co-location at Facility [X].

At this preliminary stage, an arrangement for co-location at Facility [X] has not been concluded between [Access Provider] and [Access Seeker].

Should [Access Seeker] choose to progress a proposal for co-location, there are several steps which it must follow in order to establish a shared facility. These may include visiting the facility, developing a design, and discussing with you any specific details in relation to Facility [X].

[Access Seeker] is also responsible for obtaining any necessary consents in relation to [Access Seeker's] proposal for co-location, including your consent if this is a requirement under our agreement.

Should [Access Seeker's] proposal proceed to implementation, equipment would need to be installed at Facility [X].

[Access Seeker representative name and contact details] will be the principle point of contact in relation to [Access Seeker's] proposal, and will deal directly with you.

If you have any queries or concerns in relation to [Access Seeker's] proposal please do not hesitate to contact [Name of contact person] of [Access Provider] on [direct dial number] or [email address].

Yours sincerely
[Access Provider]

[Name]
[Designation]

APPENDIX H

INITIAL SITE APPLICATION

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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Initial Site Application

This form is to be completed by the Access Seeker. This is the Access Seeker's formal request to undertake a Detailed Site Visit with the Access Provider. In this Initial Site Application the Access Seeker outlines its preliminary proposal so the Access Provider can prepare for the Detailed Site Design Visit.

SECTION 1: ACCESS PROVIDER, ACCESS SEEKER & RELEVANT FACILITIES DETAILS

Access Provider		Access Seeker	
------------------------	--	----------------------	--

Information from the Common Format Site Database

AP Unique Identifier	<i>From Common Format Site Database</i>
Name of Relevant Facilities	<i>From Common Format Site Database</i>
District	<i>From Common Format Site Database</i>
Co-ordinates	<i>From Common Format Site Database</i>
Mast Type	<i>From Common Format Site Database</i>
Head frame Type	<i>From Common Format Site Database</i>

Description of Access Seeker's Service & Reason for Equipment	
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Date of Application	
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Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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SECTION 2: CELLULAR ANTENNAS (ANT)

Proposed Cellular Antennas

Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>	ANT1	ANT2	ANT3	ANT4	ANT5	ANT6	ANT7	ANT8	ANT9
Technology (UMTS, GSM etc)									
Operating Frequency Band <i>(eg. 900, 1800, 2100, 900/2100)</i>									
Make & Model									
Dimensions (H x W x D)									
Wind load									
Weight (Kg)									
Azimuth (TN)									
Polarity									

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
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Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>		ANT1	ANT2	ANT3	ANT4	ANT5	ANT6	ANT7	ANT8	ANT9
Gain (dBi)										
Vertical beam width (dBi)										
Horizontal beam width (dBi)										
Indicative mounting height (to top of antenna)										
Indicative centre height of antenna										
Maximum power per carrier (W)										
Number of carriers										
Band width per carrier										
Frequency Range (MHz)	Transmit									
	Receive									

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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Cellular Antenna Ancillaries

Set out below any ancillary items to the cellular antennas such as MHA's, diplexer/triplexers, filters etc. Provide a description and complete the other columns as far as they are relevant to the particular item.

Item	Description	Make and Model	Weight (kg)	Dimensions/Size

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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Support Infrastructure for Cellular Antennas and Ancillaries

All cellular antennas and cellular antenna ancillaries to be attached to the Mast or the head frame must be listed below.

Item (eg. ANT1, ANT2, MHA) (Items can be grouped if they are being attached in the same way. eg. ANT1-ANT6)	Method of Attachment (the Access Seeker needs to set how they propose to attach the item)					Existing/New (Is the support infrastructure already installed?)
	Attach to the Mast/ Head frame	Support Type	Make and Model	Weight (kg)	Dimensions/ Size	

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
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SECTION 3: MICROWAVE DISH ANTENNAS

Proposed Microwave Dish Antennas

Ref	Make & Model	Size	Weight (Kg)	Azimuth (TN)	Polarity	Operative Frequency	Indicative mounting height (to centre of dish)
MW1							
MW2							
MW3							

Support Infrastructure for Microwave Dish Antennas

Details must be completed for each microwave dish antenna listed in the table above.

Item	Method of Attachment (the Access Seeker needs to set how they propose to attach the item)					Existing/New (Is the support infrastructure already installed?)
	Attach to the Mast/ Head frame	Support Type	Make and Model	Weight (kg)	Dimensions/ Size	
MW1						
MW2						
MW3						

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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SECTION 4: HOUSING

Proposed Housing					
Housing Type (eg. cabinet)	Number to be installed	Make & Model	Dimensions (H x W x D)	Weight (kg)	Carrier Capacity

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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SECTION 5: FEEDERS

Feeders						
	Cellular Feeder/ Microwave Feeder	Feeder type/ size	Number to be installed	Make & Model	Antenna(s) connected by these feeders <i>ALL cellular antennas and microwave dish antennas set out in Sections 2 and 3 of this form need to be referred to (individually or as groups). - eg: ANT1-6, MW1</i>	Length
Group1						
Group2						
Group3						

Support Infrastructure for Feeders

The proposed method for running each group of feeders from the housing to each of the antennas (or group of antennas) must be set out below.

Feeder Group	Method (eg. overhead cable tray from proposed housing to Mast, then inside Mast up to antennas)	Existing/New (Propose to use existing support infrastructure?)
Group1		
Group2		
Group3		

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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SECTION 6: SITE PLANS

Assessment of Site Type Solution				
Structure	Is the proposal a Standard Site Type? (Site Type = Mast type + head frame type)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____
RF	Is the proposal an RF Agreed Standard Solution or an RF Disagreed Solution?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____
Solution	Is the proposal a Standard Site Type Solution? (Note: if the answer to <u>either</u> of the above questions is “No” then the answer here has to be “No”)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____

Plans to be Provided	
The Access Seeker is to provide with this Initial Site Application a Plan view drawing and an Elevation view drawing indicating all existing and proposed equipment. The Access Seeker can use the drawings of the Relevant Facilities provided in the Site Data Pack (or, where the proposal is a Standard Site Type Solution, the standard drawings), and amend as required.	
The Access Seeker must ensure drawings show ALL the following:	
1.	Placement of Access Seeker’s proposed equipment housing <input type="checkbox"/>
2.	Placement of each of the Access Seeker’s proposed cellular antenna and microwave dish antenna. Please use the reference numbers from Sections 2 and Section 3 (eg. ANT1, ANT2, MW1 etc) so corresponding antenna information and feeder information can be related back to proposed antenna placement <input type="checkbox"/>
3.	Horizontal and vertical distance between existing antennas and the Access Seekers proposed antennas <input type="checkbox"/>
4.	Placement of the Access Seeker’s proposed antenna ancillaries <input type="checkbox"/>

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
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5. RF Plumes on both Plan view and Elevation view drawings. Must show plumes for both existing and proposed (cumulative, if applicable). Plumes must relate to current NZ Standard requirements AND any other local authority requirements	<input type="checkbox"/>
--	--------------------------

SECTION 7: OTHER INFORMATION

Power Requirements

Do you wish to connect to the Access Providers power supply?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "Yes" , please complete the information below
Load (Kw)	Phases	Supply (V)	Separate Meter	Total Heat – Output Load (kw)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Statutory Electro Magnetic Radiation Calculation (Compliance with NZS 2772 Part 1 1999 = Safe working distance from antennas)	Ensure standards are stated and shown on the drawings as set out at Section 3
---	---

Access

State anticipated access requirements following completion and integration of equipment (eg. days and times, anticipated number of site visits per week/year)	
Do you wish use the Access Providers existing access route?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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SECTION 8: CHECKLIST

Use this checklist to ensure your application is complete	
Information in Sections 1 to 7 are complete	<input type="checkbox"/>
Plan and Elevation drawings attached	<input type="checkbox"/>
Plan and Elevation drawings include all information required, as set out in Section 6	<input type="checkbox"/>

Access Seeker Project Manager	
Name	
Email	
Contact Number	

APPENDIX I

SITE DESIGN NOTES

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Site Design Notes

This form is intended to gather information during the Detailed Site Design Visit for completion of the Detailed Site Design and to physically audit the Relevant Facilities. This document is controlled by the Access Seeker.

Not all fields have to be completed during the Detailed Site Design Visit. However all fields must be completed by the Access Seeker before it submits these Site Design Notes for Access Provider approval. If a field is not relevant in this particular case mark the field as not applicable.

SECTION 1: ATTENDEES AND REVIEW OF EXISTING FACILITY

Attendees				
	Access Provider		Access Seeker	
	Name	Signature	Name	Signature
Mobile Co-location Project Manager				
RF Engineer				
Transmission Engineer				
Project Engineer				
Planning Consultant				
Civil Consultant				
Land owner's Representative				
Other (specify) _____				

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date of Detailed Site Design Visit	
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Snap Shot of the Relevant Facilities	
Site Address	
Mast Type	<input type="checkbox"/> Climbable Monopole <input type="checkbox"/> Non-Climbable Monopole <input type="checkbox"/> Lattice Tower <input type="checkbox"/> Other (specify)
Head Frame Type	<input type="checkbox"/> Carousel <input type="checkbox"/> Stacked <input type="checkbox"/> Armed (2 way/3way) <input type="checkbox"/> Other (specify)
Antenna Type Installed	<input type="checkbox"/> Microwave <input type="checkbox"/> Cellular <input type="checkbox"/> Other (specify)
Antenna Cover	<input type="checkbox"/> Shrouded <input type="checkbox"/> Not Shrouded
Housing Type	<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor <input type="checkbox"/> Other (specify)

Drawings	
Check the Relevant Facilities is as per the Access Provider's drawings, including support infrastructure. Note any discrepancies below:	
Item	Comments

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 2: CELLULAR ANTENNAS

Existing Cellular Antennas									
	Existing Antenna 1	Existing Antenna 2	Existing Antenna 3	Existing Antenna 4	Existing Antenna 5	Existing Antenna 6	Existing Antenna 7	Existing Antenna 8	Existing Antenna 9
Mounting Height (to top of antenna)									
Antenna Type									
Azimuth (TN)									
MHA installed?									
Other Information									
Note any comments:									

Access Seeker's Proposed Additional Cellular Antennas									
Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>	ANT1	ANT2	ANT3	ANT4	ANT5	ANT6	ANT7	ANT8	ANT9
Make & Model									
Dimensions (H x W x D)									

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Access Seeker's Proposed Additional Cellular Antennas									
Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>	ANT1	ANT2	ANT3	ANT4	ANT5	ANT6	ANT7	ANT8	ANT9
Operating Frequency Band (eg. 900, 1800, 2100, 900/2100)									
Weight (Kg)									
Azimuth (TN)									
Polarity									
Gain (dBi)									
Vertical beam width (dBi)									
Horizontal beam width (dBi)									
Indicative mounting height (to top of antenna)									
Technology (UMTS, GSM etc)									
Maximum power per carrier (W)									

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Access Seeker's Proposed Additional Cellular Antennas									
Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>	ANT1	ANT2	ANT3	ANT4	ANT5	ANT6	ANT7	ANT8	ANT9
Number of carriers									
Band width per carrier									
Frequency Range (MHz)	Transmit								
	Receive								
MHA to be installed?									
Note any comments:									

Access Seeker's Proposed Cellular Antenna Ancillaries				
Set out below any ancillary items to the cellular antennas such as MHA's, filters etc. Provide a description and complete the other columns as far as they are relevant to the particular item.				
Item	Description	Make and Model	Weight (kg)	Dimensions/Size

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Support Infrastructure for Access Seeker's Proposed Additional Cellular Antennas and Ancillaries

All proposed additional cellular antennas and cellular antenna ancillaries to be attached to the Mast or the head frame must be listed below.

Item (eg. ANT1, ANT2, MHA) (Items can be grouped if they are being attached in the same way. eg. ANT1-ANT6)	Method of Attachment (set out how the item will be attached)					Existing/New (Is the support infrastructure already installed?)
	Attach to the Mast/ Head frame	Support Type	Make and Model	Weight (kg)	Dimensions/ Size	

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 3: MICROWAVE DISH ANTENNAS

Existing Microwave Dish Antennas

Ref	Antenna Type	Size	Weight (Kg)	Azimuth (TN)	Polarity	Operative Frequency	Indicative mounting height (to centre of dish)
MW1							
MW2							
MW3							

Access Seeker's Proposed Additional Microwave Dish Antennas

Ref	Make & Model	Size	Weight (Kg)	Azimuth (TN)	Polarity	Operative Frequency	Indicative mounting height (to centre of dish)
MW1							
MW2							
MW3							

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Support Infrastructure for Access Seeker's Proposed Addition Microwave Dish Antennas						
Details must be completed for each proposed additional microwave dish antenna.						
Item	Method of Attachment (the Access Seeker needs to set how they propose to attach the item)					Existing/New (Is the support infrastructure already installed?)
	Attach to the Mast/ Head frame	Support Type	Make and Model	Weight (kg)	Dimensions/ Size	
MW1						
MW2						
MW3						

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 4: HOUSING

Existing Housing				
Housing Type (eg. cabinet)	Number installed	Make & Model	Dimensions (H x W x D)	Weight (kg)

Access Seeker's Proposed Additional Housing					
Housing Type (eg. cabinet)	Number to be installed	Make & Model	Dimensions (H x W x D)	Weight (kg)	Carrier Capacity

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 5: FEEDERS

Existing Feeders

	Cellular Feeder/ Microwave Feeder	Feeder type/ size	Number installed	Feeder route	Existing Support Infrastructure	Capacity Available on Existing Support Infrastructure
Group1						
Group2						
Group3						

Access Seeker's Proposed Additional Feeders

	Cellular Feeder/ Microwave Feeder	Feeder type/ size	Number to be installed	Make & Model	Antenna(s) connected by these feeders <i>Use references from Sections 2 and 3 of this form (individually or as groups). - eg: ANT1-6, MW1</i>	Length
Group1						
Group2						
Group3						

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Support Infrastructure for Access Seeker's Proposed Additional Feeders		
The proposed method for running each group of proposed additional feeders from the housing to each of the antennas (or group of antennas) must be set out below.		
Feeder Group	Method (eg. overhead cable tray from proposed housing to Mast, then inside Mast up to antennas)	Existing/New (Using existing support infrastructure?)
Group1		
Group2		
Group3		

Access Provider (AP):


AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

SECTION 6: SKETCH OF PROPOSED SITE DESIGN



Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 7: ASSESSMENT OF PROPOSED SITE DESIGN

Assessment of Site Type Solution

Structure	Is the proposal a Standard Site Type? (Site Type = Mast type + head frame type)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____
RF	Is the proposal an RF Agreed Standard Solution or an RF Disagreed Solution?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____
Solution	Is the proposal a Standard Site Type Solution? (Note: if the answer to <u>either</u> of the above questions is “No” then the answer here has to be “No”)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____

Structural Assessment

Once these Site Design Notes are completed and approved the Access Seeker will proceed with their Detailed Site Design and submit a Full Site Application. The Access Seeker must provide with their Full Site Application either certification from a qualified structural engineer or a PS1. Please refer to explanations below. The Access Seeker is to indicate below which document it will be submitting with its Full Site Application.

Certification from a qualified structural engineer Confirming that the structural capacity of the existing structure is sufficient for all existing equipment, the Access Provider’s current and reasonable forecast requirements as set out in the Common Format Site Database, and the Access Seeker’s proposed equipment	<input type="checkbox"/>
PS1 from a qualified structural engineer If the engineer is not satisfied that the structural capacity of the existing structure is sufficient for all existing equipment, the Access Provider’s reasonable future equipment as set out in the Common Format Site Database, and the Access Seeker’s proposed equipment then the engineer will need to complete a PS1. A PS1 is a formal statement that the structural aspect of the proposal has been designed in accordance with certain standards and the building code.	<input type="checkbox"/>

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 8: SITE ACCESS

Existing Site Access

Access Restrictions	<input type="checkbox"/> None (can access Relevant Facility 24/7 throughout the year) <input type="checkbox"/> Business Hours Only (can only access Relevant Facility during business hours Monday to Friday) <input type="checkbox"/> Other (specify)
Vehicle Access Track	(note surface type, any conditions for vehicle access and standard track is to be maintained at)
Cherry Picker Access	<input type="checkbox"/> Not possible <input type="checkbox"/> Possible (specify any conditions)
Note any land owner conditions or requirements regarding access	
Check Access Provider's current access notes. Note here any changes required to be made to access notes.	

Access Seekers Proposed Site Access

Do you wish use the Access Providers existing access route?	<input type="checkbox"/> Yes <input type="checkbox"/> No
State anticipated access requirements following completion and integration of equipment (eg. days and times, or anticipated number of site visits per week/year)	
Is the existing access track sufficient for Access Seeker's requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the Access Seeker required cherry picker access?	<input type="checkbox"/> Required <input type="checkbox"/> Not required
Note any land owner conditions or requirements regarding access	

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 9: CIVIL REQUIREMENTS

Item	Comments	Item	Comments
Fencing / Retaining walls/ Bollards		Environmental issues (eg. Salt, Sulphur)	
Planting		Noise conditions	
Geotech		Lightning Risk (estimate)	
Visual impact of Site (minimised)		Lighting Requirements	
Overhead cables		Traffic Management	
Obstacles (eg. trees)		Parking	
Site security		Existing Services	
Boundary or neighbour issues		High Wind	
Lease Plan Area		Lease Drawing Requirements	<input type="checkbox"/> Plan <input type="checkbox"/> Elevation <input type="checkbox"/> Photomontages
Any comments			

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 10: POWER REQUIREMENTS

Existing Power Supply

Item	Comments	Item	Comments
Nearest AC Source		Power Authority	
Existing Current load		Main Meter or Check Meter	
Single or 3 Phase supply		Spare phases available	
Spare Circuit Breakers available		Generator Plug Fitted, note plug type	
Type of DB Board		Other	
Any comments:			

Access Seekers Power Requirement

Item	Comments	Item	Comments
Nearest AC Source		Main Meter or Check Meter	
Transformer requirements		Space for generator Portable/Trailer	
Overhead cable available		Generator Plug position	
Length of power run		Type of DB Board	
Power Authority		Other	
Any comments:			

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Sketch of Electrical Design – include AC supply, generator and earthing

A large, empty rectangular box with a thin black border, intended for a hand-drawn sketch of an electrical design. The box is currently blank.

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 11: RISK ASSESSMENT

Site Specific Risk Assessment Checklist

To be completed onsite Risks Identified as MEDIUM OR HIGH must have control measures identified on back of sheet

				L	M	H					L	M	H					L	M	H
No	ACCESS/EGRESS/HAZARDS					No	SITE CONDITIONS (cont'd)					No	WORKING AT HEIGHT							
1	Vehicle access/egress/movement					30	Electrical safety					60	Vehicle access in drop zone							
2	Vehicle parking					31	Display screen equipment / Laptop					61	Inaudible fire/emergency alarms							
3	Pedestrian access/egress					32	Steam/hot gases					62	Anchor points/fall arrest equipment							
4	Public access to height					33	Machinery & equipment					63	Fragile roof surfaces (inc skylights)							
5	Generator access/egress					34	Batteries/battery rooms					64	Unprotected edges							
6	Portable ladders access					35	Air Conditioning Units/Cooling towers					65	Sharps/discarded needles etc.							
7	Trap doors/skylight access					36	Slip & trip hazards					66	Sloping roof surfaces							
8	Lone Working					37	Mould, moss & other growths					67	Use of cranes							
9	Remote Working					38	Rubbish/debris					68	Use of EWP's or Scaffold							
10	Fixed ladders					39	Hazardous substances					TOOLS AND MATERIALS TAKEN TO SITE:								
11	Public/vehicle access within drop zone					40	Can worker be trapped by fire (rooftop)					69	Power tools							
12	Personal security, verbal, physical					41	Noise e.g. bell towers, motors					70	Compressed gases							
13	Night access					42	Confined spaces					71	Flammable materials							
14	Unprotected stairway					43	Lighting/visibility					72	Hazardous substances							
15	Site security arrangements					44	Asbestos					73	RF sources							
16	Fire evacuation arrangements					45	Hot/cold substances or surfaces					74	Laser sources							
17	Uneven Terrain					46	Bulk Fuel Storage					75	Personal Protective Equipment							
ENVIRONMENTAL HAZARDS					47	Window cleaning machinery					76	Other								
18	Extreme weather					48	Structural damage					EXTERNAL ALARMS								
19	Contaminated land					49	Hazardous Waste					77	Intruder Door							
20	Livestock					50	Overhead lines/obstructions					78	Intruder Infra Red							
21	Flooding					51	Power generation equipment					Other Hazards								
22	Ice (both falling and slip hazard)					52	Other activities at site					79	RF signage fitted							
23	Crop/grass fire					53	Other site conditions					80	Protection from RF sources							
24	Lightning/electrical storms					54	Rubbish and Debris					81	Third Party RF sources							
25	Vermin/bird droppings					55	3 RD Party induction or PPE required					82	EMI to Third party equipment							
26	Traffic Activity					MANUAL HANDLING					Other Hazards									
SITE CONDITIONS					56	Lifting/lowering heavy equipment					83	Lambing								
27	Fumes/gases/emissions/dusts					57	Use of lifting aids					84	Guard dogs							
28	Lift motor rooms					58	Carrying personal equipment/materials					85	Other							

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

SECTION 12: APPROVAL

Date of Detailed Site Design Visit:

These Site Design Notes are APPROVED by the Access Seeker's Mobile Co-location Project Manager

Signature:
Name:
Designation:
Date:

These Site Design Notes are APPROVED by the Access Provider's Mobile Co-location Project Manager

Signature:
Name:
Designation:
Date:

APPENDIX J

FULL SITE APPLICATION

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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Full Site Application

This form is to be completed by the Access Seeker. This is the Access Seeker's formal request for Preliminary Site Approval for the Mobile Co-location Service at the Relevant Facilities. The form needs to be completed and the checklist sets out the required information to be provided with this form to complete the Full Site Application.

If the Access Seeker elects to skip the Initial Site Application stage and proceeds directly to a Full Site Application, the Access Seeker must ensure that its Full Site Application also includes all relevant information required in accordance with Appendix H (Initial Site Application).

Assessment of Site Type Solution				
Structure	Is the proposal a Standard Site Type? (Site Type = Mast type + head frame type)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "Yes" specify reference: _____
RF	Is the proposal an RF Agreed Standard Solution or an RF Disagreed Solution?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "Yes" specify reference: _____
Solution	Is the proposal a Standard Site Type Solution? (Note: if the answer to <u>either</u> of the above questions is "No" then the answer here has to be "No")	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "Yes" specify reference: _____

Checklist of Full Site Application Requirements				
If any of the information listed below is not included in this Full Site Application state the reason for this in the "Comments" column				
Item Number	Description	Attached	Document Name/Reference	Comments
1	Site Design Notes A copy of the completed and approved Site Design Notes and any correspondence setting out the mutually agreed variations to the Site Design Notes. Ensure all issues/conditions noted in the Site Design Notes have been	<input type="checkbox"/>		

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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Item Number	Description	Attached	Document Name/ Reference	Comments
	addressed in this Full Site Application			
2	Plan View Drawing Showing existing and proposed equipment	<input type="checkbox"/>		
3	Elevation View Drawing Showing existing and proposed equipment and how the proposed equipment will be attached to the Mast	<input type="checkbox"/>		
4	Equipment Specifications Detailed specifications of all proposed equipment	<input type="checkbox"/>		
5	Infrastructure Drawings Show all additional infrastructure as per Site Design Notes	<input type="checkbox"/>		
6	Electrical Drawings Show connections to power source	<input type="checkbox"/>		
7	EME Drawings Show EME plumes for both existing and planned antennas	<input type="checkbox"/>		
8	Site Alterations Proposal for Site Alterations, including detailed information on how the proposal for Site Alterations satisfies the Site Alteration Conditions	<input type="checkbox"/>		

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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Site Design Notes Issues	
Address here any issues/conditions/requirements raised at the Detailed Site Design Visit and noted in the Site Design Notes not addressed in the attachments of this Full Site Application.	
Access issues/requirements (if any)	
Land owner issues/requirements (if any)	
Other (if any)	

APPENDIX K

PRELIMINARY SITE APPROVAL

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Preliminary Site Approval

Following the processing of the Access Seeker's Full Site Application this form is to be completed by the Access Provider. All fields must be completed. If a field is not relevant to this particular approval mark as not applicable.

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

Date of Issue	
Date of Expiry	

<i>Please delete one of the following</i>
The Access Provider GRANTS the Access Seeker a Preliminary Site Approval on the conditions set out below in the table headed "Conditions"
The Access Provider REJECTS the Access Seekers Full Site Application for the reasons set out below in the table headed "Reasons for Rejection"

Conditions	
The conditions imposed on the approval are as follows:	
1.	
2.	

Reasons for Rejection	
The Access Provider's reasons for rejection are as follows:	
1.	
2.	

Utility Services	
The Access Provider notifies the Access Seeker of the following Utility Services at the Relevant Facilities:	
1.	

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

2.	
----	--

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

APPENDIX L

PRELIMINARY NOTICE

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Preliminary Notice

Following the Access Seeker's satisfaction of the conditions set out in the Preliminary Site Approval, this form is to be completed by the Access Seeker and submitted to the Access Provider. If a field is not relevant to this particular approval mark as not applicable.

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

Date of Preliminary Notice	
-----------------------------------	--

Conditions	
The conditions imposed on the approval have been met as set out below:	
1.	
2.	

Issued by the Access Seeker's Mobile Co-location Project Manager	
Name	
Signature	

APPENDIX M

FINAL SITE APPROVAL

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Final Site Approval

This form is to be completed by the Access Provider following receipt of the Access Seeker's Preliminary Notice confirming satisfaction of the conditions set out in the Preliminary Site Approval. All fields must be completed. If a field is not relevant to this particular approval mark as not applicable.

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

Date of Issue	
---------------	--

<i>Please delete one of the following</i>
The Access Provider GRANTS the Access Seeker a Final Site Approval
The Access Provider REJECTS the Access Seekers Preliminary Notice for the reasons set out below in the table headed "Reasons for Rejection"

Reasons for Rejection	
The Access Provider's reasons for rejection are as follows:	
1.	
2.	

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

APPENDIX N
SCHEDULE OF SITE-SPECIFIC CONDITIONS

SCHEDULE OF SITE-SPECIFIC CONDITIONS

DESCRIPTION OF RELEVANT FACILITIES

The Relevant Facilities that are the subject of this Schedule of Site-Specific Conditions are (**Specific Relevant Facilities**):

- (a) *[Parties to include details identifying the Relevant Facilities that are the subject of this Schedule]*

AGREED CHARGES

The Access Provider and the Access Seeker have agreed that the following Charges apply in respect of the provision of the Mobile Co-location Service at the Specific Relevant Facilities:

- (a) *[Parties to include details of any agreed Charges]*

THIRD PARTY INTERESTS

The Access Provider and the Access Seeker acknowledge that the following third party interests apply in respect of the provision of the Mobile Co-location Service at the Specific Relevant Facilities:

	Third Party	Third Party Interest
1.	<i>[Parties to include name of third party]</i>	<i>[Parties to include details of any third party interests]</i>

APPENDIX O

PROJECT PLAN

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

Project Plan

After the Access Seeker receives the Final Site Approval, the Access Seeker will develop and submit to the Access Provider this Project Plan. All fields must be completed. If a field is not relevant to this particular project mark as not applicable.

Relevant Facilities Information	
Mast Type Reference:	
Headframe Type Reference:	
RF Agreed Standard Solution/Disagreed Solution Reference:	
Standard Site Type Solution Reference:	

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

1. Introduction

The Project Plan is a document completed by the Access Seeker’s Mobile Co-location Project Manager to assimilate all relevant information for all the disciplines needed to complete the implementation and physical construction of the proposal.

The Project Plan is to be treated as instructions to those disciplines to complete work in accordance with the relevant scope of work and any contractual arrangements in place with the Access Provider.

The Project Plan may make reference to various associated documents such as the Mobile Co-location Operations Manual, and should be read in conjunction with those documents. A list of the associated documents is contained in the Project Plan. If the Access Seeker does not have access to the referenced documents, or require further instructions, it is the Access Seeker’s responsibility to contact the Access Provider Mobile Co-location Project Manager immediately.

The required disciplines are :

- Civil Engineering Scope – Civil and electrical design, civil/electrical construction monitoring, contract administration, quality control and civil handover
- Civil Construction Scope- The civil and electrical construction of the site
- Technical Scope - The technical scoping of the installation, construction monitoring, quality control and final inspection of the technical works
- Technical Installation Scope- The physical installation and commissioning of the equipment on site
- Integration - The integration of the built and commissioned defect free telecommunications equipment on the Access Provider’s site

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

2. Associated documents

This project plan is to be read in conjunction with the following supporting documents.

Document	Version
Mobile Co-location Operations Manual	Version included in final STD

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

3. Contact list

The following contacts list is to be used in conjunction with the overall project communication plan.

Project Role	Company details	Contact person
Access Seeker Mobile Co-location Project Manager	[Access Seeker]	Name: Email: Phone:
Access Provider Mobile Co-location Project Manager	[Access Provider]	Name: Email: Phone:
Access Seeker Design Engineer	[Company]	Name: Email: Phone:
Access Seeker Planning Consultant	[Company]	Name: Email: Phone:
Access Seeker Civil / Electrical	[Company]	Name: Email: Phone:
Access Seeker Technical Installation Contractor Project Manager	[Company]	Name: Email: Phone:
Technical Installation Contractor Site Manager	[Company]	Name: Email: Phone:
Site Contact	[Company]	Name: Email: Phone:

A copy of the Project Plan has been distributed to these Project Team members

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

4. Project Schedule

Item	Description	Milestone Date	
		Planned Start	Planned Complete
1.	AS submits Project Plan (20WD)		
2.	AP reviews Project Plan and issues Approval to Build or requests changes (10WD)		
3.	AS Mobile Co-location Pre-build Phase (120WD)		
4.	AS Mobile Co-location Build Period (60WD)		
5.	AS Mobile Co-location Project Closure (20WD)		

WD = Working Days

Please note that the above dates are the latest acceptable dates for completion of each task. It is expected that every effort will be made to complete the tasks as early as possible, prior to the above dates.

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

5. Risk Management

Components to risk handling, to be performed through the project are:

1. Risk Identification – identify all risks associated with the project. This should involve selecting common project risks from the risk register (to be prepared) and identifying any other risks.
2. Risk Analysis – prioritise identified risks in order to determine how, if at all, to manage them. This will be done already for all common project risks in the risk register.
3. Risk Evaluation – use the following matrix to assess the overall risk rating. Again, this will be done for all common project risks in the risk register:

		IMPACT			
		Minor	Moderate	Major	Critical
L I K E L I H O O D	Likely	Moderate	High/Major	High/Major	High/Major
	Moderate	Low/Trivial	Significant	High/Major	High/Major
	Unlikely	Low/Trivial	Moderate	Significant	High/Major

4. Risk Planning – decide how the identified risks will be treated. This should be done in conjunction with all stake holders who understand the risks, and will involve categorising the risk management option as follows:
 - AV = Avoidance – do not proceed with the activity that gives rise to this risk.
 - T = Transference – achieved by transferring the risk to a 3rd party with a better capacity to handle the risk (contracts, insurance etc)
 - AC = Acceptance – accept the risk and assume that you can handle the consequence
 - RL = Reduced Likelihood – achieved by continually monitoring and changing the project conditions so the probability of the risk occurring is reduced (eg. Adding resources to the schedule)
 - M = Mitigation – This involves minimising the probability and impact of the risk to an acceptable level (e.g. changing design, conducting more testing etc).
5. Risk Treatment & Control – the risk register in the Project Plan should be reviewed and updated regularly to review the project risks, plan risk treatments and monitor the course of the risk treatments.

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

Risk register

Risk ID	Risk	Potential Impact	Likelihood Rating (Unlikely/ Likely)	Impact Rating (Critical/ Major)	Risk Owner	Risk Status (Open or Closed)	Risk Management Treatment (Avoidance, Transference, Acceptance, Reduced Likelihood, Mitigation)	Triggers
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

6. Occupational Health & Safety

Health & Safety requirements for Access Seeker's contractors

It must be the Access Seeker's policy to give health and safety-related issues the highest priority when tendering, contracting with, and managing work performed by contractors, to enable the Access Seeker to meet its OH&S and corporate responsibilities. The Access Seeker and its contractors share an obligation and duty of care to ensure the health and safety of employees, and others, who may be affected by the way activities are conducted by, or on behalf of, the Access Seeker. The Access Seeker is not confined to simply monitoring and controlling the actions of the Access Seeker's personnel but the personnel of the Access Seeker's contractors as well.

Every contractor, performing work on behalf of the Access Seeker, should have access to a copy of the Access Seeker's Health & Safety Policy. Every contractor is required to comply with all statutory OH&S requirements and to meet any specific required standard of safety, for this project, as advised by the Access Provider Mobile Co-location Project Manager, in addition to all statutory requirements. A hazard risk treatment schedule and plan is included in this Project Plan detailing specific hazards, identified as relating to this project, as at the Project Plan issue date. Any failure, by a contractor or its personnel, to comply with OH&S requirements, could result in the termination of its agreement to co-locate with the Access Provider.

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

Hazard risk treatment schedule and plan

The following hazards have been identified (having a Risk Level Score of moderate or higher), to date, in relation to this project. If you become aware of any additional hazards, please notify the Access Seeker Mobile Co-location Project Manager immediately. The Access Seeker Mobile Co-location Project Manager will immediately notify the Access Provider Mobile Co-location Project Manager.

Hazard	Possible treatment/ control options	Preferred option	Risk score*	Person responsible for implementing option	Date for implementation	How treatment/ control option to be monitored

*

Likelihood	Consequences				
	Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
A (almost certain)	H	H	E	E	E
B (likely)	M	H	H	E	E
C (moderate)	L	M	H	E	E
D (unlikely)	L	L	M	H	E
E (rare)	L	L	M	H	H

Legend:

- E: Extreme risk; immediate reaction required
- H: High risk; senior management attention needed
- M: Moderate risk; management responsibility must be specified
- L: Low risk; manage by routine procedures

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

10. Checklist

The Access Seeker Mobile Co-location Project Manager is to complete the following checklist to ensure that all aspects of this project have been considered and reflected in this Project Plan.

1.	Contact list	<input type="checkbox"/>
2.	Project schedule	<input type="checkbox"/>
3.	Risk identification – these are any risks that may jeopardise the successful or timely completion of the project	<input type="checkbox"/>
4.	Hazard identification – these are any hazards on site, such as asbestos, access track problems etc. - Hazards should be identified by any person accessing the site and communicated to the Access Seeker Mobile Co-location Project Manager who will in turn advise the Access Provider Mobile Co-location Project Manager	<input type="checkbox"/>
5.	Civil design scope of works	<input type="checkbox"/>
6.	Civil construction scope of works	<input type="checkbox"/>
7.	Technical scope of works	<input type="checkbox"/>
8.	A copy of the Access Provider’s Final Site Approval is attached to this Project Plan	<input type="checkbox"/>
9.	The Access Seeker has obtained and reviewed the Access Provider’s acceptance requirements for Project Closure including civil acceptance, technical acceptance, interference testing and as-built documentation	<input type="checkbox"/>

Access Seeker Project Manager	
Signature	
Name	
Email	
Phone Number	

Date submitted to Access Provider	
--	--

APPENDIX P

APPROVAL TO BUILD

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Approval to Build

Following the processing of the Access Seeker's Project Plan this form is to be completed by the Access Provider. All fields must be completed. If a field is not relevant to this particular approval mark as not applicable.

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

<i>Please delete one of the following</i>
The Access Provider GRANTS the Access Seeker Approval to Build.
The Access Provider REJECTS the Access Seekers Project Plan for the reasons set out below in the table headed "Reasons for Rejection":

Reasons for Rejection	
The Access Provider's reasons for rejection are as follows:	
1.	
2.	

Issued by the Access Provider's Mobile Co-location Project Manager	
Name	
Signature	
Date of Issue	

APPENDIX Q
PROJECT CLOSURE CHECKLIST

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Project Closure Checklist

This form is to be completed by the Access Seeker. The form needs to be completed and the checklist table sets out the information to be provided to the Access Provider with this form.

Relevant Facilities Information	
Mast Type Reference:	
Headframe Type Reference:	
RF Agreed Standard Solution/Disagreed Solution Reference:	
Standard Site Type Solution Reference:	

Project Closure Responsibilities – Phase 1 – Build Closure:	Date:
1. Ensure all snags are cleared and all civil and technical implementation has been completed and approved	
2. Ensure Access Provider has confirmed there is no Unacceptable Performance Degradation in accordance with clauses 9.4.3 to 9.4.20 (in relation to Agreed Standard Solutions) or 9.5.5 to 9.5.38 (in relation to Disagreed Solutions) of the Interference Management and Design Document	
3. Ensure all relevant compliance certificates have been obtained	
4. Complete the as-built documentation	
5. Submit the project closure checklist	
6. Ensure any other information required by the Access Provider for the Project Plan Approval has been provided	
7. Complete certification below	

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Checklist

If any of the information listed below is not provided with this form please state the reason for this in the "Comments" column

Item Number	Description	Attached	Checked by AS Mobile Co-location Project Manager (initial)	Document Name/ Reference	Comments
1	Civil Acceptance All snags cleared and civil acceptance obtained from Access Provider	<input type="checkbox"/>			
2	Technical Acceptance All snags cleared and technical acceptance obtained from Access Provider	<input type="checkbox"/>			
3	Interference Testing RF interference testing completed and approved by Access Provider	<input type="checkbox"/>			
4	As Built Documentation Drawings showing the "as-built" configurations. The drawings must include EME plumes, the cabling, the location and power-loading of all Access Seeker Equipment installed, and the location of the Access Provider Equipment and equipment of other users of the Relevant Facilities.	<input type="checkbox"/>			
5	Data to be Updated Set out the data to be loaded into Common Format Site Database by the Access Provider	<input type="checkbox"/>			

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Checklist

If any of the information listed below is not provided with this form please state the reason for this in the "Comments" column

Item Number	Description	Attached	Checked by AS Mobile Co-location Project Manager (initial)	Document Name/ Reference	Comments
6	No Outstanding OSH Issues Updated site access and hazard report for Access Provider	<input type="checkbox"/>			
7	Procedure to facilitate suspension of Access Seeker Equipment	<input type="checkbox"/>			

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Project Closure Responsibilities – Phase 2 – Probationary Period:	Date:
1. Ensure Access Provider has confirmed no Unacceptable Performance Degradation has occurred under Probationary Monitoring in accordance with clauses 9.4.21 to 9.4.27 (in relation to Agreed Standard Solutions) or 9.5.39 to 9.5.49 (in relation to Disagreed Solutions) of the Interference Management and Design document	

Checklist					
If any of the information listed below is not provided with this form please state the reason for this in the "Comments" column					
Item Number	Description	Attached	Checked by AS Mobile Co-location Project Manager (initial)	Document Name/ Reference	Comments
1	Interference Testing All Interference Testing completed and approved by the Access Provider	<input type="checkbox"/>			

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Access Seeker		
Approved to handover:	<i>(Name of Access Seeker authorised to approve)</i>	<i>Date</i>
<p>The person signing this form certifies that:</p> <p>(a) He or she is an authorised representative of the Access Seeker;</p> <p>(b) The information provided with this Project Closure Checklist is accurate; and</p> <p>(c) The work undertaken on behalf of the Access Seeker complies with (where relevant):</p> <ul style="list-style-type: none"> ▪ The design, configuration and equipment details of advised to the Access Provider as part of the Full Site Application ▪ Any PTW approved in respect of the work ▪ All of the Access Seeker's obligations under the Mobile Co-location Terms ▪ Interference Management and Design document requirements. 		

APPENDIX R

PROJECT CLOSURE

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Project Closure

Following the processing of the Access Seeker's Project Closure Checklist this form is to be completed by the Access Provider. All fields must be completed. If a field is not relevant to this particular approval mark as not applicable.

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

<i>Please delete one of the following</i>
The Access Provider approves the Project Closure Checklist, confirms the completion of the Mobile Co-location Build Period and GRANTS to the Access Seeker this Project Closure.
The Access Provider REJECTS the Access Seeker's Project Closure Checklist for the reasons set out below.

Reasons for Rejection	
The Access Provider's reasons for rejection are as follows:	
1.	
2.	

Issued by the Access Provider's Mobile Co-location Project Manager	
Name	
Signature	
Date of Issue	

APPENDIX S

COMMON FORMAT SITE DATABASE

Common Format Site Database Template

The Access Provider's Common Format Site Database must be in the form and layout set out in the following template:

COMMON FORMAT SITE DATABASE																				
Access Provider Name	AP unique Identifier (AP Site Code)	Name of Relevant Facilities (AP Site Name)	District	Co-ordinates (NZMG)		Locationid (from MED database)	Mast Type	Headframe Type	Mast Height (m)	Total Height (m)	Existing Equipment			AP's current and reasonable forecast requirements for capacity			Total Power (EIRP) dBm	Spare Structural Capacity (%)	Number of Other Current Users	Number of Access Seekers in the Queue
				Easting	Northing						Cellular Antenna	Microwave Dish Antenna	Feeders	Cellular Antenna	Microwave Dish Antenna	Feeders				
VFNZ	64090UOW	Upper Orewa	Auckland City	2659113	6510342	1234	Monopole Type E	Armed Headframe	18	19	3	3	6	3	2	6	58	15%	0	0

Example data included for illustrative purposes

Common Format Site Database Explanatory Notes

The following table sets the requirements to be followed by the Access Provider when populating each of the fields in its Common Format Site Database:

Field Name	Information Type (Alpha/ Numeric/ Boolean)	Units	Notes	Sample data
Access Provider Name	4 Alpha Characters		A four letter abbreviation of the name of the Access Provider. For example, Vodafone New Zealand = VFNZ.	VFNZ
AP unique identifier (AP Site Code)	Alpha-numeric		A unique identifier for the Relevant Facilities, which will generally be a numbered code or lettered acronym.	64090UOW
Name of Relevant Facilities (AP Site Name)	Alpha		A name for the Relevant Facilities that will correspond to the unique identifier, which will generally be based on a location description.	Upper Orewa
District	Alpha		The District in which the Relevant Facilities are located, where "District has the meaning given in section 5 of the Local Government Act 2002.	Auckland City
Co-ordinates - Easting	Numeric	Metres	The physical location (easting coordinate) of the Relevant Facilities, expressed on the New Zealand Map Grid (NZMG) projection with NZGD 49 datum.	2659113
Co-ordinates - Northing	Numeric	Metres	The physical location (northing coordinate) of the Relevant Facilities, expressed on the New Zealand Map Grid (NZMG) projection with NZGD 49 datum.	6510342
Locationid	Numeric	Positive Integer	The reference value from the <i>locationid</i> field of the Ministry of Economic Development's Spectrum Search Lite database (Prism.mdb) that corresponds to the Relevant Facilities.	1234
Mast Type	Alpha		A description of the existing Mast type (e.g. monopole, lattice). Each Access Provider will provide a standard list of their Mast types as part of its Common Format Site Database.	Monopole Type E
Headframe Type	Alpha		A description of the headframe type attached to the Mast (e.g. armed head, cluster). Each Access Provider will provide a standard list of their headframe types as part of its Common Format Site Database.	Armed Headframe
Mast Height (m)	Numeric	Metres	The height to the top of the Mast.	18.2
Total Height (m)	Numeric	Metres	The height to the top of the top of the Antenna or the height to the top of the Mast, whichever is higher.	19
Existing Equipment - Cellular Antenna	Numeric		The number of existing cellular (panel) Antenna on the Mast(s) (e.g. panel, dish).	3

Field Name	Information Type (Alpha/Numeric/Boolean)	Units	Notes	Sample data
Existing Equipment - Microwave Dish Antenna	Numeric		The number of existing microwave dish Antenna on the Mast(s).	1
Existing Equipment - Feeders	Numeric		The number of existing feeder cables inside the Mast.	6
AP Forecast - Cellular Antenna	Numeric		The Access Provider's current and reasonable forecast requirements for capacity, expressed as the number of cellular (panel) Antenna.	3
AP Forecast - Microwave Dish Antenna	Numeric		The Access Provider's current and reasonable forecast requirements for capacity, expressed as the number of microwave dish Antenna.	2
AP Forecast - Feeders	Numeric		The Access Provider's current and reasonable forecast requirements for capacity, expressed as the number of feeder cables inside the Mast.	6
Total Power (EIRP) dBm	Numeric	dBm	Total radiated power from the Relevant Facilities (EIRP - equivalent isotropic radiated power), which takes into account system gains and losses between the radio transmitter and the Antenna, expressed in dBm.	58
Spare Structural Capacity (%)	Numeric		Any spare Mast structural capacity, which is an estimation of the approximate spare structural capacity of the Mast remaining after the structural loading of the existing Antenna (of the Access Provider or any other user) and the Access Provider's Antenna in its current and reasonable forecast requirements for capacity is calculated. This will be expressed as a percentage of the total structural capacity of the Mast. For the avoidance of doubt, this may take into account factors such as foundations and wind loading.	15%
Number of other Current Users	Numeric		The number of other current users of the Relevant Facilities.	0
Number of Access Seekers in the Queue	Numeric		The number of all Access Seekers currently in the Queue for the Relevant Facilities.	0

APPENDIX T

STANDARD SITE TYPE SOLUTION TASKS

Standard Site Type Solution Tasks

	Target timeframes (Working Days)
AS makes initial application to develop a Standard Site Type Solution, supplying preliminary information to support application	0
AP agrees/declines to develop Standard Site Type Solution	5
AS & AP meet to exchange technical information	10
AS produces a draft design detailing the Standard Site Type Solution	20
AP approves/declines Standard Site Type Solution draft design	5
AS proceeds with final Site Type Solution design and issues to the AP	20
AS proceeds with individual Applications using the Standard Site Type Solution	N/A

APPENDIX U

PLANNED WORK TASKS

Planned Work Tasks (in Access Seeker Space)

	Target timeframes (Working Days)
Planned Work Desktop Assessment	5
AS submits Planned Work Application	0
AP approves Planned Work Application, requests AS to make changes to the Planned Work Application, or rejects (AP may direct AS to lodge an Initial Site Application)	5
Planned Work Build	30
AS submits Planned Work Project Plan	5
AP reviews Planned Work Project Plan, approves, rejects or requests changes if required	5
AP issues Planned Work Approval to Build	5
AS proceeds with Planned Work Build	5
Protocol for deployment of solution (in accordance with Interference Management and Design document)	*
Planned Work Project Closure	10

* Refer to Interference Management and Design document for timeframes relating to the protocol for the deployment of a solution

APPENDIX V

PLANNED WORK APPLICATION

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Planned Work Application

This is the Access Seeker's formal request for Planned Work in the Access Seeker Space. Refer to section 46 of Mobile Co-location Operations Manual to determine whether the work is Planned Work and therefore a Planned Work Application can be submitted, or whether an Initial Site Application is required instead.

When completing the Planned Work Application the Access Seeker only needs to complete the sections relating to the Planned Work. The Access Seeker must ensure that sufficient detail is included regarding the nature and extent of the Planned Work so the Access Provider can assess this application.

SECTION 1: ACCESS PROVIDER, ACCESS SEEKER & RELEVANT FACILITIES DETAILS

Access Provider		Access Seeker	
------------------------	--	----------------------	--

Information from the Common Format Site Database

AP Unique Identifier	<i>From Common Format Site Database</i>
Name of Relevant Facilities	<i>From Common Format Site Database</i>
District	<i>From Common Format Site Database</i>

Brief description of the Planned Work	
--	--

Date of Application	
----------------------------	--

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

SECTION 2: CELLULAR ANTENNAS (ANT)

Proposed Changes to the Access Seeker's Existing Cellular Antennas

If the Planned Work involves changes to the Access Seeker's Existing Cellular Antennas provide a brief description of the changes here and complete further details below as relevant:

Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>	ANT1	ANT2	ANT3	ANT4	ANT5	ANT6	ANT7	ANT8	ANT9
Technology (UMTS, GSM etc)									
Operating Frequency Band <i>(eg. 900, 1800, 2100, 900/2100)</i>									
Make & Model									
Dimensions (H x W x D)									
Weight (Kg)									

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
-------------	--

Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>		ANT1	ANT2	ANT3	ANT4	ANT5	ANT6	ANT7	ANT8	ANT9
Azimuth (TN)										
Polarity										
Gain (dBi)										
Vertical beam width (dBi)										
Horizontal beam width (dBi)										
Indicative mounting height (to top of antenna)										
Maximum power per carrier (W)										
Number of carriers										
Band width per carrier										
Frequency Range (MHz)	Transmit									
	Receive									

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
-------------	--

Proposed Changes to the Access Seeker's Cellular Antenna Ancillaries

If the Planned Work involves changes to the Access Seeker's cellular antenna ancillaries (eg. MHA's, diplexer/triplexers, filters etc) provide a brief description of the changes here and complete further details below as relevant:

Item	Description	Make and Model	Weight (kg)	Dimensions/Size

Proposed Changes to the Support Infrastructure for Cellular Antennas and Ancillaries

If the Planned Work involves changes to the support infrastructure as it relates to cellular antennas and/or ancillaries provide a brief description of the changes here and complete further details below as relevant:

Item	Method of Attachment (the Access Seeker needs to set how they propose to attach the item)					Existing/New (Propose to change existing support infrastructure or add new support infrastructure?)
	Attach to the Mast/ Head frame	Support Type	Make and Model	Weight (kg)	Dimensions/ Size	

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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SECTION 3: MICROWAVE DISH ANTENNAS

Proposed Changes to the Access Seeker’s Microwave Dish Antennas

If the Planned Work involves changes to the Access Seeker’s existing microwave dish antenna provide a brief description of the changes here and complete further details below as relevant:

Ref	Make & Model	Size	Weight (Kg)	Azimuth (TN)	Polarity	Operative Frequency	Indicative mounting height (to centre of dish)
MW1							
MW2							

Proposed Changes to the Access Seeker’s Support Infrastructure for Microwave Dish Antennas

If the Planned Work involves changes to the support infrastructure as it relates to microwave dish antennas provide a brief description of the changes here and complete further details below as relevant:

Item	Method of Attachment (the Access Seeker needs to set how they propose to attach the item)					Existing/New (Propose to change existing support infrastructure or add new support infrastructure?)
	Attach to the Mast/ Head frame	Support Type	Make and Model	Weight (kg)	Dimensions/ Size	
MW1						
MW2						

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
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SECTION 4: HOUSING

Proposed Changes to the Access Seeker's Housing
--

If the Planned Work involves changes to the Access Seeker's Housing provide a brief description of the changes here and complete further details below as relevant:

Housing Type (eg. cabinet)	Number to be installed	Make & Model	Dimensions (H x W x D)	Weight (kg)	Carrier Capacity

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
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SECTION 5: FEEDERS

Proposed Changes to the Access Seeker's Feeders

If the Planned Work involves changes to the Access Seeker's feeders provide a brief description of the changes here and complete further details below as relevant:

	Cellular Feeder/ Microwave Feeder	Feeder type/ size	Number to be installed	Make & Model	Antenna(s) connected by these feeders <i>ALL cellular antennas and microwave dish antennas set out in Sections 2 and 3 of this form need to be referred to (individually or as groups). - eg: ANT1-6, MW1</i>	Length
Group1						
Group2						

Proposed Changes to the Access Seeker's Support Infrastructure for Feeders

If the Planned Work involves changes to the support infrastructure as it relates to feeders provide a brief description of the changes here and complete further details below as relevant:

Feeder Group	Method (eg. overhead cable tray from proposed housing to Mast, then inside Mast up to antennas)	Existing/New (Propose to change existing support infrastructure or add new support infrastructure?)
Group1		
Group2		

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
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SECTION 6: SITE PLANS

Assessment of Site Type Solution				
Structure	Is the proposal a Standard Site Type? (Site Type = Mast type + head frame type)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____
RF	Is the proposal an RF Agreed Standard Solution or an RF Disagreed Solution?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____
Solution	Is the proposal a Standard Site Type Solution? (Note: if the answer to <u>either</u> of the above questions is “No” then the answer here has to be “No”)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If “Yes” specify reference: _____

Plans to be Provided	
The Access Seeker is to provide with this Initial Site Application a Plan view drawing and an Elevation view drawing indicating all existing and proposed equipment. The Access Seeker can use their most recent drawings of the Relevant Facilities (or, where the proposal is a Standard Site Type Solution, the standard drawings), and amend as required.	
The Access Seeker must ensure drawings show all the following:	
1. Placement of Access Seeker’s proposed equipment housing (if relevant)	<input type="checkbox"/>
2. Placement of each of the Access Seeker’s proposed cellular antenna and microwave dish antenna (if relevant). Please use the reference numbers from Sections 2 and Section 3 (eg. ANT1, ANT2, MW1 etc) so corresponding antenna information and feeder information can be related back to proposed antenna placement	<input type="checkbox"/>
3. Horizontal and vertical distance between existing antennas and the Access Seekers antennas	<input type="checkbox"/>
4. Placement of the Access Seeker’s proposed antenna ancillaries (if relevant)	<input type="checkbox"/>
5. RF Plumes on both Plan view and Elevation view drawings. Must show plumes for both existing and proposed (cumulative, if applicable). Plumes must relate to current NZ Standard requirements AND any other local authority requirements	<input type="checkbox"/>

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
-------------	--

SECTION 7: OTHER INFORMATION

Changes to Power Requirements

Do you wish to make any changes to the Access Provider's power supply?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "Yes" , please complete the information below
--	------------------------------	-----------------------------	---

Load (Kw)	Phases	Supply (V)	Separate Meter	Total Heat – Output Load (kw)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Statutory Electro Magnetic Radiation Calculation (Compliance with NZS 2772 Part 1 1999 = Safe working distance from antennas)	If making changes to cellular antennas or microwave dish antennas ensure standards are stated and shown on the drawings as set out at Section 3
---	---

Changes to Access

If the Planned Work involves changes to the access track, way in which the Relevant Facility is accessed, or the frequency the Access Seeker accesses the Relevant Facilities provide a detailed description here:

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

SECTION 8: ACCESS PROVIDER'S APPROVAL/REJECTION
--

<i>Please delete one of the following</i>

The Access Provider APPROVES this Planned Work Application

The Access Provider REJECTS this Planned Work Application for the reasons set out below. The Access Seeker needs to submit an Initial Site Application instead of this Planned Work Application
--

Reasons for Rejection

The Access Provider's reasons for rejection are as follows:

1.	
2.	

Issued by the Access Provider's Mobile Co-location Project Manager

Name	
Signature	
Date	

APPENDIX W

PLANNED WORK PROJECT PLAN

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

Planned Work Project Plan

After the Access Provider approves the Access Seeker's Planned Work Application, the Access Seeker will develop and submit to the Access Provider this Planned Work Project Plan. All fields relevant to the Planned Work must be completed.

Relevant Facilities Information	
Mast Type Reference:	
Headframe Type Reference:	
RF Agreed Standard Solution/Disagreed Solution Reference:	
Standard Site Type Solution Reference:	

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

1. Introduction

The Planned Work Project Plan is a document completed by the Access Seeker's Mobile Co-location Project Manager to assimilate all relevant information for all the disciplines needed to complete the implementation and physical construction of the Planned Work.

The Planned Work Project Plan is to be treated as instructions to those disciplines to complete work in accordance with the relevant scope of work and any contractual arrangements in place with the Access Provider.

The Planned Work Project Plan may make reference to various associated documents such as the Mobile Co-location Operations Manual, and should be read in conjunction with those documents. A list of the associated documents is contained in the Planned Work Project Plan. If the Access Seeker does not have access to the referenced documents, or require further instructions, it is the Access Seeker's responsibility to contact the Access Provider Mobile Co-location Project Manager immediately.

The possible required disciplines are :

- Civil Engineering Scope – Civil and electrical design, civil/electrical construction monitoring, contract administration, quality control and civil handover
- Civil Construction Scope- The civil and electrical construction of the site
- Technical Scope - The technical scoping of the installation, construction monitoring, quality control and final inspection of the technical works
- Technical Installation Scope- The physical installation and commissioning of the equipment on site
- Integration - The integration of the built and commissioned defect free telecommunications equipment on the Access Provider's site

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

2. Associated documents

This Planned Work Project Plan is to be read in conjunction with the following supporting documents.

Document	Version
Mobile Co-location Operations Manual	Version included in final STD

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

3. Contact list

The following contacts list is to be used in conjunction with the overall project communication plan.

Project Role	Company details	Contact person
Access Seeker Mobile Co-location Project Manager	[Access Seeker]	Name: Email: Phone:
Access Provider Mobile Co-location Project Manager	[Access Provider]	Name: Email: Phone:
Access Seeker Design Engineer	[Company]	Name: Email: Phone:
Access Seeker Planning Consultant	[Company]	Name: Email: Phone:
Access Seeker Civil / Electrical	[Company]	Name: Email: Phone:
Access Seeker Technical Installation Contractor Project Manager	[Company]	Name: Email: Phone:
Technical Installation Contractor Site Manager	[Company]	Name: Email: Phone:
Site Contact	[Company]	Name: Email: Phone:

A copy of this Planned Work Project Plan has been distributed to these Project Team members

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

4. Project Schedule

Item	Description	Milestone Date	
		Planned Start	Planned Complete
1.	AS submits Planned Work Project Plan (20WD)		
2.	AP reviews Planned Work Project Plan and issues Approval to Build or requests changes (10WD)		
3.	AS Mobile Co-location Pre-build Phase (120WD)		
4.	AS Mobile Co-location Build Period (60WD)		
5.	AS Mobile Co-location Project Closure (20WD)		

WD = Working Days

Please note that the above dates are the latest acceptable dates for completion of each task. It is expected that every effort will be made to complete the tasks as early as possible, prior to the above dates.

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

5. Risk Management

Components to risk handling, to be performed through the project are:

1. Risk Identification – identify all risks associated with the project. This should involve selecting common project risks from the risk register (to be prepared) and identifying any other risks.
2. Risk Analysis – prioritise identified risks in order to determine how, if at all, to manage them. This will be done already for all common project risks in the risk register.
3. Risk Evaluation – use the following matrix to assess the overall risk rating. Again, this will be done for all common project risks in the risk register:

		IMPACT			
		Minor	Moderate	Major	Critical
L I K E L I H O O D	Likely	Moderate	High/Major	High/Major	High/Major
	Moderate	Low/Trivial	Significant	High/Major	High/Major
	Unlikely	Low/Trivial	Moderate	Significant	High/Major

4. Risk Planning – decide how the identified risks will be treated. This should be done in conjunction with all stake holders who understand the risks, and will involve categorising the risk management option as follows:
 - AV = Avoidance – do not proceed with the activity that gives rise to this risk.
 - T = Transference – achieved by transferring the risk to a 3rd party with a better capacity to handle the risk (contracts, insurance etc)
 - AC = Acceptance – accept the risk and assume that you can handle the consequence
 - RL = Reduced Likelihood – achieved by continually monitoring and changing the project conditions so the probability of the risk occurring is reduced (eg. Adding resources to the schedule)
 - M = Mitigation – This involves minimising the probability and impact of the risk to an acceptable level (e.g. changing design, conducting more testing etc).
5. Risk Treatment & Control – the risk register in the Planned Work Project Plan should be reviewed and updated regularly to review the project risks, plan risk treatments and monitor the course of the risk treatments.

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

Risk register

Risk ID	Risk	Potential Impact	Likelihood Rating (Unlikely/ Likely)	Impact Rating (Critical/ Major)	Risk Owner	Risk Status (Open or Closed)	Risk Management Treatment (Avoidance, Transference, Acceptance, Reduced Likelihood, Mitigation)	Triggers
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

6. Occupational Health & Safety

Health & Safety requirements for Access Seeker's contractors

It must be the Access Seeker's policy to give health and safety-related issues the highest priority when tendering, contracting with, and managing work performed by contractors, to enable the Access Seeker to meet its OH&S and corporate responsibilities. The Access Seeker and its contractors share an obligation and duty of care to ensure the health and safety of employees, and others, who may be affected by the way activities are conducted by, or on behalf of, the Access Seeker. The Access Seeker is not confined to simply monitoring and controlling the actions of the Access Seeker's personnel but the personnel of the Access Seeker's contractors as well.

Every contractor, performing work on behalf of the Access Seeker, should have access to a copy of the Access Seeker's Health & Safety Policy. Every contractor is required to comply with all statutory OH&S requirements and to meet any specific required standard of safety, for this project, as advised by the Access Provider Mobile Co-location Project Manager, in addition to all statutory requirements. A hazard risk treatment schedule and plan is included in this Planned Work Project Plan detailing specific hazards, identified as relating to this project, as at the Planned Work Project Plan issue date. Any failure, by a contractor or its personnel, to comply with OH&S requirements, could result in the termination of its agreement to co-locate with the Access Provider.

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

Hazard risk treatment schedule and plan

The following hazards have been identified (having a Risk Level Score of moderate or higher), to date, in relation to this project. If you become aware of any additional hazards, please notify the Access Seeker Mobile Co-location Project Manager immediately. The Access Seeker Mobile Co-location Project Manager will immediately notify the Access Provider Mobile Co-location Project Manager.

Hazard	Possible treatment/ control options	Preferred option	Risk score*	Person responsible for implementing option	Date for implementation	How treatment/ control option to be monitored

*

Likelihood	Consequences				
	Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
A (almost certain)	H	H	E	E	E
B (likely)	M	H	H	E	E
C (moderate)	L	M	H	E	E
D (unlikely)	L	L	M	H	E
E (rare)	L	L	M	H	H

Legend:

- E: Extreme risk; immediate reaction required
- H: High risk; senior management attention needed
- M: Moderate risk; management responsibility must be specified
- L: Low risk; manage by routine procedures

Access Provider (AP):	Access Seeker (AS):	
AP Unique Identifier:	AS Project Number:	
AP Project Number:	Date	

10. Checklist

The Access Seeker Mobile Co-location Project Manager is to complete the following checklist to ensure that all aspects of this project have been considered and reflected in this Planned Work Project Plan.

1.	Contact list	<input type="checkbox"/>
2.	Project schedule	<input type="checkbox"/>
3.	Risk identification – these are any risks that may jeopardise the successful or timely completion of the project	<input type="checkbox"/>
4.	Hazard identification – these are any hazards on site, such as asbestos, access track problems etc. - Hazards should be identified by any person accessing the site and communicated to the Access Seeker Mobile Co-location Project Manager who will in turn advise the Access Provider Mobile Co-location Project Manager	<input type="checkbox"/>
5.	Civil design scope of works (if relevant)	<input type="checkbox"/>
6.	Civil construction scope of works (if relevant)	<input type="checkbox"/>
7.	Technical scope of works	<input type="checkbox"/>
8.	The Access Seeker has obtained and reviewed the Access Provider's acceptance requirements for Planned Work Project Closure including civil acceptance, technical acceptance, interference testing and as-built documentation	<input type="checkbox"/>

Access Seeker Project Manager	
Signature	
Name	
Email	
Phone Number	

Date submitted to Access Provider	
--	--

APPENDIX X

PLANNED WORK APPROVAL TO BUILD

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Planned Work Approval to Build

Following the processing of the Access Seeker's Project Plan this form is to be completed by the Access Provider. All fields must be completed. If a field is not relevant to this particular approval mark as not applicable.

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

<i>Please delete one of the following</i>
The Access Provider GRANTS the Access Seeker Planned Work Approval to Build.
The Access Provider REJECTS the Access Seekers Planned Work Project Plan for the reasons set out below in the table headed "Reasons for Rejection"

Reasons for Rejection	
The Access Provider's reasons for rejection are as follows:	
1.	
2.	

Issued by the Access Provider's Mobile Co-location Project Manager	
Name	
Signature	
Date of Issue	

APPENDIX Y
PLANNED WORK PROJECT CLOSURE CHECKLIST

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Planned Work Project Closure Checklist

This form is to be completed by the Access Seeker. The form needs to be completed and the checklist table sets out the information to be provided to the Access Provider with this form.

Relevant Facilities Information	
Mast Type Reference:	
Headframe Type Reference:	
RF Agreed Standard Solution/Disagreed Solution Reference:	
Standard Site Type Solution Reference:	

Project Closure Responsibilities – Phase 1 – Planned Work Closure:	Date:
1. Ensure all snags are cleared and all civil and technical implementation has been completed and approved	
2. Ensure Access Provider has confirmed there is no Unacceptable Performance Degradation in accordance with clauses 9.4.3 to 9.4.20 (in relation to Agreed Standard Solutions) or 9.5.5 to 9.5.38 (in relation to Disagreed Solutions) of the Interference Management and Design document	
3. Ensure all relevant compliance certificates have been obtained	
4. Complete the as-built documentation	
5. Submit the project closure checklist	
6. Ensure any other information required by the Access Provider for the Project Plan Approval has been provided	
7. Complete certification below	

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Checklist

If any of the information listed below is not provided with this form please state the reason for this in the "Comments" column

Item Number	Description	Attached	Checked by AS Mobile Co-location Project Manager (initial)	Document Name/ Reference	Comments
1	Civil Acceptance All snags cleared and civil acceptance obtained from Access Provider	<input type="checkbox"/>			
2	Technical Acceptance All snags cleared and technical acceptance obtained from Access Provider	<input type="checkbox"/>			
3	Interference Testing RF interference testing completed and approved by Access Provider	<input type="checkbox"/>			
4	As Built Documentation Drawings showing the "as-built" configurations. The drawings must include EME plumes, the cabling and the location and power-loading of all Access Seeker Equipment installed, and the location of the Access Provider Equipment and equipment of other users of Relevant Facilities.	<input type="checkbox"/>			
5	Data to be Updated Set out the data to be loaded into Common Format Site Database by the Access Provider	<input type="checkbox"/>			
6	No Outstanding OSH Issues Updated site access and hazard report for Access	<input type="checkbox"/>			

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Date	
-------------	--

Checklist

If any of the information listed below is not provided with this form please state the reason for this in the "Comments" column

Item Number	Description	Attached	Checked by AS Mobile Co-location Project Manager (initial)	Document Name/ Reference	Comments
	Provider				
7	Procedure to facilitate suspension of Access Seeker equipment	<input type="checkbox"/>			

Project Closure Responsibilities – Phase 2 – Probationary Period:	Date:
1. Ensure Access Provider has confirmed no Unacceptable Performance Degradation has occurred under Probationary Monitoring in accordance with clauses 9.4.21 to 9.4.27 (in relation to Agreed Standard Solutions) or 9.5.39 to 9.5.49 (in relation to Disagreed Solutions) of the Interference Management and Design document	

Access Provider (AP):

AP Unique Identifier:

AP Project Number:

Access Seeker (AS):

AS Project Number:

Date	
-------------	--

Access Seeker		
Approved to handover:	<i>(Name of Access Seeker authorised to approve)</i>	<i>Date</i>
<p>The person signing this form certifies that:</p> <p>(a) He or she is an authorised representative of the Access Seeker;</p> <p>(b) The information provided with this Project Closure Checklist is accurate; and</p> <p>(c) The work undertaken on behalf of the Access Seeker complies with (where relevant):</p> <ul style="list-style-type: none"> ▪ The design, configuration and equipment details of advised to the Access Provider as part of the Full Site Application ▪ Any PTW approved in respect of the work ▪ All of the Access Seeker's obligations under the Mobile Co-location Terms ▪ Interference Management and Design document requirements. 		

APPENDIX Z

PLANNED WORK PROJECT CLOSURE

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Planned Work Project Closure

Following the processing of the Access Seeker's Planned Work Project Closure Checklist this form is to be completed by the Access Provider. All fields must be completed. If a field is not relevant to this particular approval mark as not applicable.

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

<i>Please delete one of the following</i>
The Access Provider approves the Planned Work Project Closure Checklist, confirms the completion of the Mobile Co-location Build Period and GRANTS to the Access Seeker this Project Closure.
The Access Provider REJECTS the Access Seeker's Planned Work Project Closure Checklist for the reasons set out below.

Reasons for Rejection	
The Access Provider's reasons for rejection are as follows:	
1.	
2.	

Issued by the Access Provider's Mobile Co-location Project Manager	
Name	
Signature	
Date of Issue	

APPENDIX AA

PROCEDURES AND TECHNICAL SPECIFICATIONS

List of general categories against which the Access Provider will make available to the Access Seekers the equivalent specific Access Provider technical manuals and guidelines, including, but not limited to:

AC Power Supply Standards
Access Track Specifications
Accreditation Standards
Antenna Mount Deflection Calculations
Antenna Stability Standards
Antenna Types and Specifications
Battery Standards
Billing Enquiry Document
Building Penetration Standards
Cabinet Layouts
Cabinet Types
Cabinet Wiring
Cabling Standards
Design of RF equipment & facilities
Earthing Standards
Earthquake Standards
Electrical Safety
Elevated Work Platforms
Emergency preparedness & response
Fencing Specifications
Fire Protection Standards
First Aid
Foundation Specifications
Guide to Contractor Inductions
H&S Hazard Management guide
Hazard notification, and non-compliance
Hazardous Substances & Dangerous Goods
Head Frame Types and Specifications
Hotworks
Identifying, assessing and managing hazards
Incident reporting, recording & investigation
Inductions & general OHS training
Lighting Protection Standards
Lone and Remote Workers
Manual Handling
Mast Types and Specifications
Microwave Standards Specifications
Mounting Hardware Specifications
Noise Emission Standards
Plant & Equipment Safety
Preventing slips, trips & falls (including ladders)
RF Exposure
RF Interference Standards
Safety and RF radiation
Safety around trenches & excavations
Safety during drive trials and aerial surveys
Safety in vehicles
Safety on towers & monopoles
Safety use of ladders
Safety when working in confined spaces
Safety when working in remote or alone areas
Safety working on roofs
Security Standards

- Shelter Types and Specifications
- UV Protection
- Vehicle Safety
- Waterproofing Standards
- Work at Heights
- Working near RF transmission equipment

APPENDIX BB

MULTI-SITE APPLICATION

Multi-Site Application

This form is to be completed by the Access Seeker. All fields must be completed. If a field is not relevant to this particular application mark as not applicable.

Access Provider	
Access Seeker	

Information from the Common Format Site Database			
Number	AP Unique Identifier	Name of Relevant Facilities	Physical Location
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Additional Information	
Overview of how the Multi-Site Application could proceed:	
The general design and type of equipment that the Access Seeker proposes to install on all of the Relevant Facilities that are the subject of the Multi-Site Application	
Any other details relevant to the Multi-Site Application:	

Access Seeker Project Manager	
Name	
Email	
Phone Number	

Date of Application	
----------------------------	--