



Government of
The Republic
of Vanuatu



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TRR Mast Sharing Services – Service Description

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Radiocommunications Regulator (TRR)**

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MAST SHARING SERVICE – SERVICE DESCRIPTION

1. SCOPE AND STRUCTURE

- (a) Operator B requests access, and is provided access by Operator A, to Mast Sharing in accordance with:
 - (i) this Schedule;
 - (ii) the Supply Terms.
- (b) Operator A has agreed to grant Operator B non-exclusive access to the Mast to install, operate and maintain radio Equipment for the lawful provision of public telecommunications networks or services in the Vanuatu.
- (c) **Definitions**

Access Window has the meaning set out in paragraph 16.4 of this Service Description.

Equipment means all necessary electronics, waveguides and antenna as the context requires.

Field Study means an on site investigation of a particular Mast where a Mast Sharing Service is to be provided.

Field Study Time Frame has the meaning set out in paragraph 6 (b).

Mast means a mast, tower or similar structure.

Mast Sharing means the provision of access to a Mast.

Ongoing Access Fee means the recurring charge for use of the Mast Sharing Service as detailed and collected under the Supply Terms.

Operator A means the owner of the Mast where the Mast Sharing Service is requested

Operator B means the company requesting the Mast Sharing Service

Mast Sharing Application means an application where the facility in question is a Mast.

Order means an order for a Mast Sharing Service described in an accepted Mast Sharing Application

Party means Operator A and Operator B the being the Parties to the Mast Sharing Service

Preparatory Work has the meaning assigned to in paragraph 5 (a) (iv).

Ready Make Work means the programme of work as described in paragraph 6 (b).

Service Description means this document

Shared Mast means a Mast where Mast Sharing occurs

Supply Terms means the general terms and conditions for the supply of telecommunications services between Licensees applicable to the Mast Sharing Service.

Telecommunications Law means the Telecommunications and Radiocommunications Regulation Act No 30 (2009).

TRR means the Telecommunications and Radio communications Regulator of the Republic of Vanuatu as defined by the Telecommunications Law

Working Day means any day other than a Saturday, Sunday or public holiday in the Republic of Vanuatu.

2. GENERAL PRINCIPLES OF ACCESS TO MAST SHARING

2.1 Timeliness of Access

- (a) Operator A must use all reasonable endeavours to provide access to Mast Sharing to Operator B in the timeframes specified in this Service Description.

- (b) Where it is not reasonably practicable for Operator B to comply with those timeframes for access to a particular Mast, the Parties must endeavour to agree to extended timeframes, as reasonably required. Any failure by the Parties to agree under this paragraph 2.1 may be referred by either Party to the TRR.

2.2 Non-Discrimination

- (a) Subject to the terms and conditions of this Service Description and the Supply Terms, the Parties must in considering and granting access to Mast Sharing, as far as practicable, treat each other on a non-discriminatory basis.
- (b) The non-discrimination principles referred to in paragraph 2.2(a) do not apply where it is not reasonably practicable for Parties to receive equivalent access (for example, positioning on a Mast). In such circumstances, Operator A must ensure that access is provided in a manner consistent with the queuing policy principles set out in paragraph 4.
- (c) The non-discrimination principles are not intended to limit Operator B's ability to obtain, on request, access on a different basis than that which Operator A provides to itself, subject to technical feasibility.

2.3 Limitations on Rights of Access

The general principles of rights of access to Mast Sharing set out in paragraphs 2.1 and 2.2 may be limited, to the extent relevant, by the following factors:

- (a) technical, operational and other aspects of practicability of providing access to Mast Sharing;
- (b) the reasonable needs and requirements of Operator A in relation to security and safety of Operator A's Network and the safety of Operator A's staff and the public;
- (c) any pre-existing Mast Sharing arrangements with other parties; and
- (d) any Mast Sharing requirements of police, emergency and national security services.

3. LODGEMENT OF MAST SHARING ACCESS APPLICATION

- (a) If Operator B wishes to share a Mast of Operator A, it must submit to Operator A a Mast Sharing Application for its review and acceptance.
- (b) The Mast Sharing Application may include information to be agreed from time to time between the Parties, but it must include at least the following information:
 - (i) the kind and location of the Mast to which access is sought;
 - (ii) time within which access is required and the physical arrangements for access proposed;
 - (iii) the expected term of access required by Operator B to the Mast;
 - (iv) the general timeframe within which the Operator B wishes to be able to commence installation of the radio antenna and related Equipment;
 - (v) a description of the radio antenna and related Equipment which Operator B wishes to install on the Mast, including all technical and design specifications, dimensions, wind and load factors and radiocommunications characteristics, any relevant structural analyses and electromagnetic energy tests and, where relevant, the make number of the radio antenna and related Equipment;
 - (vi) the radio frequency and electromagnetic characteristics of the radio antenna and related Equipment;
 - (vii) any cabling and waveguides to run between the radio antenna on the Mast and the Equipment on the ground;
 - (viii) Operator B's view as to whether, on the information available to it, the Mast can be used or modified for use;
 - (ix) the area required expressed in square meters and any further information such as floor to ceiling height in respect of accommodation within buildings or

mounting positions in respect of any radio antenna or otherwise as the circumstances require to be specified; and

- (x) requirements for electricity supplies expressed in terms of voltage and peak load kilowatt hours (kWh) for mains AC, DC Battery ampere hours and stand-by AC supplies.
- (c) Operator A must provide all technical information which is readily available to it in relation to the Mast, if requested, to enable Operator B to complete its Mast Sharing Application. Operator A will provide all information in good faith but gives no warranty as to its accuracy.
- (d) A detailed application form is contained in Annex 1 of this Service Description.

4. ASSESSMENT OF MAST SHARING ACCESS APPLICATION

- (a) Operator A must notify Operator B:
 - (i) within five (5) Working Days of receiving the Mast Sharing Application, if it requires more material information or correction in relation to the Mast Sharing Application, in which case the time period under paragraph (d) below can be extended by the number of Working Days it takes for Operator B to provide the information; and
 - (ii) within seven (7) Working Days of receiving the Mast Sharing Application, if it requires a change to the realization of the Mast Sharing Application, in which case Operator A must provide at that time its proposed modifications.
- (b) If Operator A requests modifications to the Mast Sharing Application in accordance with paragraph (a)(ii) above, Operator B must, within five (5) Working Days of receipt of that request, give consideration to those modifications and accept the modifications or notify Operator A that it does not agree with the proposed modifications. If Operator B does not agree with the proposed modifications, Operator B may withdraw its Mast Sharing Application or request a meeting with Operator A within five (5) Working Days of the notification to Operator A that it does not agree with the proposed modifications.
- (c) Following this meeting, if the Parties cannot agree on modifications, then the matter will be resolved by joint reference to TRR.
- (d) Subject to any extension of this timeframe under paragraphs 5(a) or (b), Operator A must notify the OPERATOR B, within 10 (10) Working Days from receipt of the Mast Sharing Application, whether:
 - (i) it accepts the Mast Sharing Application and whether it wishes to carry out a Field Study under paragraph 7 prior to granting Operator B the right to issue an Order in respect of the Mast under paragraph 8; or
 - (ii) it will reject the Mast Sharing Application, in which case an Order cannot be issued in respect of the Mast by Operator B and access to the Mast will not be granted to Operator B.

5. REJECTION OF A MAST SHARING ACCESS APPLICATION

- (a) A Mast Sharing Application may be rejected for the following reasons:
 - (i) the provision of access to the Mast would prevent Operator A from fulfilling its legislative obligations or result in Operator A breaching any of its legal obligations;
 - (ii) access to the Mast is not technically feasible;
 - (iii) currently planned requirements over the next two (2) years in relation to the Mast prevents Operator A from providing access to the Mast; or
 - (iv) the Mast Sharing Application relates to a Mast where an existing user has commenced preparatory work (**Preparatory Work**), and the provision of access to Operator B would prevent the existing user's intended use of the Mast (**Intended Use**). For the purposes of this paragraph, the existing user

is deemed to have commenced Preparatory Work where it has commenced provisioning or providing capacity in or on the Mast for an Intended Use, including by:

- (A) entering into a contract with an applicant in relation to the Intended Use of the Mast including for a particular event or purpose;
 - (B) obtaining landlord or government approval where such approval is necessary for the Intended Use of the Mast;
 - (C) applying to the TRR for a frequency licence in respect of the operation of particular Equipment where such a licence is necessary for the Intended Use of the Mast;
 - (D) entering into a contract for the installation of antenna and/or Equipment, or requesting tenders in respect of such a contract, or commencing ordering and/or installing Equipment for the Intended Use of the Mast; or
 - (E) where the existing user has, obtained Operator A's written acceptance of its Mast Sharing Access Application for its Intended Use.
- (b) If Operator A proposes to reject the access application of Operator B under paragraph 5(a), it must provide Operator B with a written explanation of its reasons and, if requested by Operator B, meet within five (5) Working Days of receiving the application to discuss those reasons. The Parties will use reasonable endeavours to develop a strategy for managing access to the Mast or an alternative Mast which addresses the reasonable concerns of each Party but in the absence of agreement, Operator A may reject the Mast Sharing Application.

6. CONDUCT OF FIELD STUDY

- (a) Where Operator A reasonably determines that a Field Study is necessary to determine whether the relevant Mast is available for access, Operator A must notify Operator B of such determination at the time it notifies Operator B of its acceptance of the Mast Sharing Application under paragraph 4(d) and that the granting of access in respect of the accepted Mast Sharing Application is subject to the successful completion of that Field Study.
- (b) Where Operator A elects to conduct a Field Study under paragraph 6(a), it must complete such Field Study within twenty (20) Working Days of notification of its intentions to Operator B under paragraph 4(d) (**Field Study Timeframe**), and within the Field Study Timeframe, Operator A must inform Operator B of the following:
- (i) whether Operator A is offering Operator B the right to issue an Order in respect of that Mast under paragraph 8;
 - (ii) details of the results of any assessment of access or details and explanation of any variation to the results of an assessment of access;
 - (iii) details of the Make Ready Work required (including who will be responsible for undertaking each part) and the time required to perform the Make Ready Work;
 - (iv) the estimated charges including but not limited to, estimated Make Ready Work costs and annual recurring charges;
 - (v) the time required to deliver access, after an Order for access has been made by Operator B;
 - (vi) the Masts security classification for physical access purposes; and
 - (vii) any other relevant matters pertaining to the preparation and delivery of the Order.
- (c) Where Operator A is to provide Mast Sharing Service, it shall estimate its Make Ready Work costs in accordance with a schedule of costs for time and materials

generally used for such matters by Operator A in its normal commercial operating activity. Otherwise recurring charges will be by negotiation having due regard to the prevailing commercial rates for Mast Sharing. Any failure to agree these commercial rates shall be referred to the TRR to determine. This reference will not delay the provision of the Mast Sharing Service in any way and such charges as are determined by TRR shall be applied retrospectively to the Mast Sharing Service as appropriate.

- (d) Upon reasonable notice to Operator A, Operator B shall have the right either to supply to Operator A its own materials of the same, or materially the same, type and quality as Operator A's materials detailed in the Field Study for use in any Make Ready Work or, where reasonably practicable, to carry out the whole or any part of the Make Ready Work itself as a sub-contractor to Operator A subject to fair and reasonable terms and conditions for the provision of that sub-contracted Make Ready Work.

7. ORDER FOR ACCESS TO MAST

- (a) Where Operator A has notified Operator B under paragraph 7(b) that it is offering Operator B the right to issue an Order in respect of a Mast and if Operator B wishes to lodge an Order for access to a Mast, it must do so within thirty (30) Working Days of being so advised by Operator A.
- (b) An Order must be consistent with the Equipment, plant, work, costs and charge details specified in the Field Study. If Operator A determines that an Order, in whole or part, is inconsistent with the relevant Field Study, it must notify Operator B within five (5) Working Days of these deficiencies and Operator B must rectify any deficiencies within five (5) Working Days of being notified of such deficiencies by Operator A.
- (c) The Order must be in writing and specify:
 - (i) the term of access requested;
 - (ii) any reasonable written instructions applicable to the installation of Equipment;
 - (iii) a description of the antenna and Equipment to be installed by Operator B and a description of the Mast; and
 - (iv) the required delivery date and physical arrangements for access to the Mast and the antenna and Equipment to be installed by Operator B.
- (a) Operator A must give written acknowledgment of the receipt of that Order and provide a response (**Order Response**) within five (5) Working Days of receipt. The Order Response must specify:
 - (v) details of Make Ready Work;
 - (vi) the applicable charges;
 - (vii) the description of the Mast to which access is sought and the antenna and Equipment to be installed by Operator B;
 - (viii) the date upon which access will be provided (**Advised Delivery Date**); and
 - (ix) any instructions applicable to the antenna and Equipment to be installed by Operator B.
- (d) If Operator B cancels or varies an Order between the date of acknowledgement of the Order Response and the Advised Delivery Date, Operator B must pay the amount of any loss suffered by Operator A. In this paragraph, "loss" means the costs which have been reasonably and actually incurred by Operator A on the basis of the Order and which will not be otherwise recovered following the cancellation of the Order.

8. GRANTING OF ACCESS

- (a) If Operator A accepts an Order in respect of a Mast, Operator A must continue, where relevant, to hold the Mast lease for the Mast.

- (b) Where Operator A owns the existing Mast, Operator A will grant a permit, in accordance with the Supply Terms, to Operator B to enable Operator B to install, use and maintain its antenna and Equipment at/on the Mast.

9. POWER

Unless otherwise agreed, Operator A will provide Operator B with a separate power feed in respect of the Mast, Operator A will, where practicable, permit Operator B to share the power supply in return for a reasonable increase in the recurring charges payable, calculated reasonably by Operator B at the time that the request to share the power supply is made, by reference to the cost at which Operator B is supplied the Power. Operator B will pay all costs, expenses and charges incurred by reason of establishing the power supply as a shared power supply.

10. STANDARD TERM OF ACCESS

Unless otherwise agreed between the Parties, a standard term of access to a particular Mast is the least of:

- (a) eight (8) years;
- (b) the term of Operator A's rights of tenure in respect of that Mast; and
- (c) the period equal to the remaining economic life of the Mast, as estimated by Operator A (and as notified to Operator B at the time of application if that estimation is less than eight (8) years).

11. PERMITS AND APPROVALS

11.1 Operator B's Responsibility

If it is necessary to obtain permits, approvals or licences required from any governmental, regulatory or public authority, agency or body (**Third Party Regulatory Approvals**) in relation to any Make Ready Work or the installation, repair, testing, operation, maintenance or removal of Equipment, Operator B must use its reasonable endeavours to obtain the Third Party Regulatory Approvals, and will bear the cost of obtaining those Third Party Regulatory Approvals, unless the relevant law or government regulation requires that Operator A obtains it, in which case Operator A must use its reasonable endeavours to do so, but at Operator B's expense.

11.2 Co-Operation from Operator A

Each party will provide all co-operation that the other party reasonably requires to obtain any approvals under paragraph 12.1 and must do so in a timely fashion and in a manner consistent with its own operations. If any approvals cannot be obtained, the parties must not carry out the activity for which approval has been refused.

12. PERFORMANCE OF MAKE READY WORK

- (a) Operator A and Operator B will meet on a regular basis as necessary to review and progress the Make Ready Work and will:
 - (i) take all reasonable steps to ensure that all Make Ready Work is carried out so far as practicable, within the construction timetable and cost estimates forming part of the Field Study as modified in the Order Response where applicable; and
 - (ii) notify Operator B of any delays which it anticipates within one (1) Working Day becoming aware that such delays may occur.
- (b) If, after the commencement of Make Ready Work, Operator A determines that the actual cost of carrying out the Make Ready Work is likely to exceed, by more than fifteen percent (15%), the Make Ready Work costs specified in the Order Response:
 - (i) Operator A will notify Operator B that day;
 - (ii) Operator B may then advise Operator A to suspend all work as soon as practicable and in any case not more than two (2) Working Days after the notification, Operator A must provide a "**Work Variation Report**" to Operator

B setting out the nature and extent of additional Make Ready Work, revised Make Ready Work costs and any revised Advised Delivery Date; and

- (iii) within five (5) Working Days of receipt of a Work Variation Report, Operator B must either request Operator A to carry out the Make Ready Work at the revised Make Ready Work costs (and/or by the revised Advised Delivery Date) or inform Operator A that it does not wish to proceed with the Make Ready Work. In regard to the latter, Operator B must pay Make Ready Work costs to the extent necessarily and actually incurred by Operator A.
- (c) Operator A will not incur any penalty or liability to Operator B by reason of any suspension of Make Ready Work pursuant to this paragraph and the Advised Delivery Date will, to the extent required, be adjusted to take into account the additions to, or variations in, Make Ready Work.
- (d) For the avoidance of doubt, the Parties agree that in addition to the Make Ready Work costs specified in the Order Response, Operator B will bear any additional Make Ready Work costs which do not exceed fifteen percent (15%) of the estimated Make Ready Work costs.

13. DELIVERY OF ACCESS

- (a) Prior to the delivery of access to the Mast, Operator A must perform all Make Ready Work which it has agreed to perform, and perform that work as soon as reasonably practicable.
- (b) After it completes the Make Ready Work, Operator A must notify Operator B of the Advised Delivery Date within one (1) Working Day
- (c) Operator A is not obliged to deliver access on the Advised Delivery Date if Make Ready Work cannot be reasonably completed, due to unforeseen circumstances or circumstances beyond Operator A's control before that date, and notice has been given to Operator B, in which case access will be delivered as soon as reasonably practicable after the Advised Delivery Date.
- (d) Operator A may depart from the Field Study provided that the variation does not have a material impact on Operator B's use of Equipment or cost. Where any such variations are likely to have a material impact on Operator B's use of Equipment, Operator A must give prior notice to Operator B in respect of such material impact.
- (e) Operator B must deliver to Operator A all plant and Equipment of Operator B to be installed by Operator A in a timely manner which allows Operator A to comply with all timeframes in the Order Response.
- (f) Subject to paragraph (g), Operator B must if applicable install and test its Equipment in accordance with the work plan included in its Mast Sharing Order and within three (3) months of the completion of Make Ready Work. Operator B will be responsible for the testing of its Equipment. Operator A, at Operator B's cost, may provide any reasonable assistance required for such testing.
- (g) Where applicable Operator B must contract with Operator A for the installation of Equipment on any Mast on a time and materials basis.

14. COMPLETION INSPECTION

- (a) Unless the Parties otherwise agree, within ten (10) Working Days of completion of installation work by Operator B, there must be a joint on-site inspection between Operator A and Operator B to ensure that Make Ready Work and installation work have been satisfactorily completed and to agree whether access and installed antenna and Equipment have been provided in accordance with the details of the approved Mast Sharing Application.
- (b) If the Make Ready Work and Equipment installation have not been satisfactorily completed, the Parties must agree what remedial work is required and carry out that remedial work. Following completion of any remedial work, the Parties must hold a further meeting to confirm the satisfactory completion of the Make Ready Work and Equipment installation. The remedial Make Ready Work (but not the Equipment

installation) will only be performed by and/or at any cost to Operator A if such work is required because Operator A has not performed Make Ready Work specified in the Field Study.

15. MAINTENANCE, EQUIPMENT REPLACEMENT AND INTERFERENCE

15.1 General Principles

- (a) Each Party is responsible for the maintenance and safe operation of its Equipment, provided that Operator B must contract with Operator A for Operator A to perform all maintenance of any antenna and/or Equipment which is located on a Mast.
- (b) Operator A is responsible for maintaining each Shared Mast in a safe and operable condition and must, within a reasonable time of a request by Operator B that it do so, provide satisfactory evidence of certification of all reasonable or necessary maintenance and safety checks and inspections.

15.2 Mast and Equipment Protection

Each Party must take all reasonable and necessary steps to ensure that its Equipment does not:

- (a) endanger the safety or health of the officers, employees, contractors or agents or customers of the other party; or
- (b) damage, interfere with or cause any deterioration in the operation of the other Party's Mast or Equipment.

15.3 Co-Ordination of Maintenance

The Parties recognise that maintenance of one Party's Equipment in a Shared Mast may unavoidably require outages to the other Party's Equipment. The Parties intend that any maintenance work in such Shared Mast should be planned to cause minimum disruption to each Party's services. To this end, the Parties will comply with the procedures for coordinated scheduling of maintenance of their respective Equipment as set out in this paragraph.

15.4 Access Windows

Operator A will, following consultation with Operator B, schedule Access Windows within which the parties will undertake their regularly scheduled work on the Equipment and, in the case of Operator A, the shared Mast. Access Windows must be scheduled in accordance with the principle that they are to occur at a time when each Party's Equipment is carrying the least traffic but also at a time when it is reasonably practical to perform maintenance work and provide the required access. Any installation work required, or switch offs should be performed within the Access Windows. Unless otherwise agreed, Operator A must negotiate any switch offs of any Equipment of a third party necessary as a result of the installation or maintenance of Operator B's Equipment, with that third party.

15.5 Unscheduled Maintenance

The Parties will comply with the procedures in paragraph 16.6(a) in respect of the performance of any unscheduled maintenance by a party outside an Access Window. As a general principle, if the Parties agree that maintenance work can be reasonably delayed until the next Access Window, then it should be delayed.

15.6 Emergency Procedures

- (a) For the purposes of Operator A undertaking Emergency Work in relation to a Shared Mast, if the Equipment of Operator B has to be turned off or turned down or Operator A requires assistance in relation to Operator B's Equipment, Operator A will notify Operator B and Operator B will dispatch personnel on an emergency basis to the Shared Mast in accordance with the same procedures and timeframes as Operator B would respond to an emergency relating to its own Equipment at that Shared Mast.
- (b) If Operator A becomes aware of a fault, defect or problem with Operator B's Equipment or other Mast Sharing located in a Shared Mast which causes, or there is

a reasonable risk that it might cause, damage to the Shared Mast or to either Party's Equipment, Operator A:

- (i) must notify the other Party within thirty (30) minutes of becoming aware; and
- (ii) where there is an immediate risk of personal injury or significant property damage (including to the other Party's or third party's Equipment), may take interim measures reasonably necessary in relation to the other Party's Equipment to prevent such injury or damage, pending the attendance by the other Party's personnel to perform the required corrective work.

15.7 Relocation

- (a) Once the location of Operator B's Equipment on a Shared Mast has been determined, and any part of it is installed, Operator A may only with the consent of Operator B (such consent not to be unreasonably withheld), require that it be relocated elsewhere upon that Mast.
- (b) Operator B is not required to consent to the relocation of its Equipment unless:
 - (i) Operator A pays the reasonable cost of such relocation; and
 - (ii) the proposed new location of Operator B's Equipment does not result in a material reduction of amenity (including technical, operational and maintenance capability) in the use of that Equipment.

15.8 Replacement of Equipment

- (a) On giving twenty (20) Working Days' prior written notice to Operator A, Operator B may replace Equipment currently located in a Shared Mast with similar or new design antenna and/or Equipment.
- (b) Operator A must agree (such agreement not to be unreasonably withheld) that the replacement Equipment will not result in or cause:
 - (i) significant difficulties of a technical or engineering nature;
 - (ii) significant interference with the delivery of telecommunications services supplied by the parties;
 - (iii) significant additional space requirements;
 - (iv) significant interference with any Equipment of the Parties or third parties located at or in the Shared Mast such that the performance level of the Equipment or Mast falls below Operator A's standards in the case of Operator A's Equipment or below accepted international standards in the case of all other Equipment; or
 - (v) a significant threat to the health or safety of persons who operate, or work on, or are near, the Shared Mast.
- (c) The replacement work must take place within an Access Window or some other time agreed to by the Parties and all third parties which share that Mast.
- (d) Operator B may contract with Operator A for the replacement of Equipment at any Mast.

15.9 Additional Equipment

Operator B may only install additional Equipment in a Shared Mast by submitting and gaining approval of a new Mast Sharing Application in accordance with this Service Description.

15.10 Interference

- (a) Neither Party shall do anything, or knowingly permit any third party to do anything, in a Shared Mast which causes interference which materially obstructs, interrupts or impedes the continuous use or operation of the Equipment of the Parties installed in the Mast, or a third party's Equipment.

- (b) In the event of one Party advising the other of any interference allegedly caused by a breach by that Party of paragraph (a), subject to paragraphs (d) and (e), that Party must expeditiously remedy such a breach.
- (c) In addition to the obligations under paragraph (b), if the advice of any interference is given within five (5) Working Days of:
 - (i) the other Party installing new or additional Equipment; or
 - (ii) the other Party commissioning new or additional Equipment, then that other Party must remedy that breach as soon as possible and, in any event, within twenty-four (24) hours.
- (d) If, within forty-eight (48) hours after receiving notification of the interference, a Party is not able to reasonably demonstrate that the interference is not being caused by that Party's use of the Shared Mast, the Parties will appoint an independent expert (and, in the absence of such agreement, an expert appointed by the TRR or if that is not possible, another independent engineering association in the Pacific region nominated at the request of either Party by the TRR) to determine the cause of the interference and, if caused by either Party, how the interference is to be eliminated. The independent expert must make that determination within seventy-two (72) hours of being appointed unless otherwise agreed. The Parties agree to provide the independent expert with all information within their control and relevant to the interference.
- (e) Subject to paragraph (g), if the determination of the independent expert is that Operator B is causing the interference and that to eliminate such interference requires removing, relocating or modifying Operator B's Equipment, Operator B must do so within forty-eight (48) hours of the independent expert notifying the Parties of its determination and Operator B must bear all costs of this work.
- (f) Subject to paragraph (g), if the determination of the independent expert is that Operator A's Equipment is causing the interference, Operator A will use all reasonable endeavours to eliminate such interference and where Operator A is unable to eliminate such interference, Operator A may require Operator B to remove, relocate or modify Operator B's Equipment and Operator A will bear all reasonable costs of Operator B in complying with any such requirement.
- (g) Operator A will, at the expense of Operator B, accept a surrender or a variation of the arrangements at the Shared Mast if such surrender or variation is reasonably required as a result of the determination of the independent expert and Operator A will pay Operator B a pro rata refund to cover unused amounts paid in advance to Operator A. In this paragraph, "loss" means:
 - (i) the costs which have been reasonably and actually incurred by Operator A which will not be otherwise reimbursed following the surrender or a variation of the arrangements at the Shared Mast; and
 - (ii) the Parties agree that any charges imposed by Operator A under this paragraph represent a genuine pre-estimate of the loss Operator A will suffer and are not a penalty.

15.11 Third Party Equipment

- (a) Subject to paragraph (b), Operator A may agree to a third party installing Equipment in a Shared Mast, provided that the third party's Equipment does not interfere in a material way with any of Operator B's Equipment. Operator A must otherwise consult with Operator B.
- (b) Operator A may without notice to Operator B agree to any governmental, regulatory or public authority, agency or body installing any Equipment of any kind in a Shared Mast for the provision of emergency services, national defence or any other public service and Operator A shall not in any way be liable to Operator B for any interference which such Equipment may cause to Operator B's Equipment and Operator B must do all things necessary to ensure that Operator B's Equipment does not in any way interfere with such Equipment.

- (c) Operator B will not be responsible for the costs of installing third party Equipment, or installation and maintenance of the third party Equipment.
- (d) Operator A will use all reasonable endeavours to make it a condition of giving permission to a third party to install its Equipment in the Shared Mast, that the third party agrees to comply with terms consistent with paragraph 15.10 in relation to the third party's use of the Shared Mast and further to include suitable indemnities by the third party against damage to persons or property affording protection for liability or loss to all persons who share the Mast. Operator A will notify Operator B if unable to obtain the third party's agreement to such terms.
- (e) If the Equipment of a third party needs to be moved, powered down or turned off in order for Operator B to install or maintain its Equipment, Operator A will be responsible for liaising with that third party and Operator A will provide Operator B with the details of the third party. Operator B must reimburse or pay all costs paid or payable by Operator A in relation to the movement, power down or turn off of the third party's Equipment in these circumstances.

16. TERMINATION BY OPERATOR A

- (a) If Operator A:
 - (i) intends to decommission the Mast and terminate the provision of access to that Mast; and
 - (ii) Operator B wishes to continue to use the Mast, then Operator A must:
 - (A) release Operator B from any obligations under any contract entered into in accordance with this Service Description in respect of that Mast;
 - (B) where there is more than one party sharing the Mast, permit the party that was the first to share the Mast (and if shared initially by more than one party, by agreement between the parties) to take an assignment of or novate any Mast lease or land ownership from Operator A;
 - (C) indemnify Operator B against any claims by the lessor or any other person in respect of Operator A's use of the Mast; and
 - (D) make reasonable endeavours to incorporate this paragraph 15 into any negotiations with the lessor regarding the execution or the renegotiation of the Mast lease or land ownership.
- (b) Operator B, where it takes an assignment or novation of the Mast lease or land ownership, indemnifies Operator A against any claims, damages, expenses or liabilities in respect of the Mast arising after the date of the assignment or novation.

17. TERMINATION BY OPERATOR B

If OPERATOR B decides to cease using a Shared Mast and Operator A wishes to continue using the Mast, Operator B indemnifies Operator A against any claims by the lessor or any other person in respect of Operator B's use of the Mast.

18. CONSEQUENCES OF EXPIRY OR TERMINATION

- (a) Where a permit granted to Operator B to share the Mast has expired or terminated early including as a result of termination of a Contract entered into in accordance with this Service Description, Operator B must:
 - (i) immediately remove or arrange for the immediate removal by Operator A as appropriate, Operator B's antenna and Equipment;
 - (ii) unless the mast is to be demolished and as far as it is practicable, reinstate the Mast to the same standard, style and condition as existed prior to the installation of Operator B's Equipment; and

- (iii) do such other acts, matters and things as the Parties may agree, and Operator A must allow Operator B to enter onto the land on which the Mast is located in order to do so.
- (b) If Operator B fails to comply with paragraph 18(a) within twenty (20) Working Days of such termination, Operator A may carry out any necessary disconnection works.
- (c) All reasonable and actually incurred costs of the disconnection described in paragraph 19(b) must be paid by:
 - (i) in the case of expiry of the relevant permit, Operator B;
 - (ii) in the case of disconnection due to termination of this Service Description under the Supply Terms, the party other than the party who terminates this Service Description; and
 - (iii) in the case of disconnection due to a Force Majeure Event under the Supply terms and in accordance with this Service Description, the Party affected by the Force Majeure Event.

ANNEX 1 - ORDER FORM

Request for Mast Sharing Access			
Requesting Party (OPERATOR B)			
OPERATOR B Ref:		OPERATOR B Request Date:	
Location Details of Mast or similar structure:			
GPS coordinates:			
Nature of Mast or similar structure			
Nature of Sharing Requirement			
Requested Ready for Testing (RFT) Date:			
Requested Service Delivery Date:			
Mast Access Service Period Required:	OPEN	FIXED :	- for months
Forecast duration of access requirement:			
Contact Details of OPERATOR B Representative Making the Access Request:			
Name:			
Job Title:			
Tel. No		Fax No.	
E Mail:			
Contact Details of OPERATOR A Representative Processing this Application:			
Name:			
Job Title:			
Tel. No		Fax No.	
E Mail:			