



VARIATION DEED

DATE: ~~22 March 2019~~ - 3 APR 2019

BETWEEN The Sovereign in Right of New Zealand acting by and through the Minister for Broadcasting, Communications and Digital Media (the **Crown**)

AND Sprint International New Zealand of Level 12, 55 Shortland Street, Auckland, 1010, New Zealand (the **TRS Provider**)

BACKGROUND

- A. The parties entered into a Telecommunications Service Obligations Deed for Telecommunications Relay Services dated 7 July 2011, as subsequently varied by addendums dated 09 September 2013, 15 February 2015, and 3 July 2018 (the **Deed**).
- B. The parties have negotiated and agreed variations to the terms of the Deed to extend the Term and amend the Charging Schedule.
- C. The parties have agreed to vary the Deed on the terms and conditions set out in this variation Deed (the **Variation**).

EXECUTED AS A DEED

EXECUTED as a **DEED** for and on behalf of)
the Sovereign in Right of New Zealand by)
the Minister for Broadcasting,)
Communications and Digital Media)

Signature

in the presence of)

Witness signature

Bruce & Donaldson

Full name

Paparangi, Wellington

Address

Public Servant

Occupation

EXECUTED as a **DEED** for and on behalf)
of Sprint International New Zealand)

Michael J. Ellis

Director

Director



TERMS

1. Interpretation

- 1.1 In this Variation, unless the context requires otherwise:
- a. words and expressions have the meanings given to them in the Deed and clauses 1.2 to 1.7 of the Deed (relating to interpretation) apply to this Variation; and
 - b. references to clauses and schedules are to the clauses and the schedules of the Deed.

2. Variation

- 2.1 With effect on and from 30 June 2019 (the **Effective Date**), the Deed is varied as follows:
- a. Clause 5.2 relating to Term is amended so that the Deed will continue until 30 June 2020 (beyond the current end date of 30 June 2019).
 - b. Schedule 2- Charging Schedule is amended as follows:
 - In the sub-section "ANNUAL FIXED CHARGES" the Table titled "Conventional Relay Services" is deleted in its entirety and replaced with the following:

									Year 9 1 July 2019 to 30 June 2020
Fixed Charge									\$222,852 NZD

- In the sub-section "ANNUAL FIXED CHARGES" the Table and Notes titled "Captioned Telephone Service" is deleted in its entirety and replaced with the following:

									Year 9 1 July, 2019 to 30 June 2020
Fixed Charge									\$840,000 NZD

Notes:

- 1. The Annual Fixed Charge includes up to 12,500 minutes of use per month.
- In the sub-section "ANNUAL VARIABLE CHARGES" the Table titled "Conventional Relay Services" is deleted in its entirety and replaced with the following:

01 July 2019 to 30 June 2020

Monthly Call Minute Volume	Charge per session minute
> 0	\$7.63 NZD

- In the sub-section "ANNUAL VARIABLE CHARGES" the Table titled "Captioned Telephone Service" is deleted in its entirety and replaced with the following:

01 July 2019 to 30 June 2020

Monthly Call Minute Volume	Charge per session minute
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> 0	\$1.79 NZD
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- 2.2 Subject to clause 2.1 of this Variation, all other terms and conditions contained in the Deed will continue in full force and effect.
3. **Conflict**
- If there is a conflict between this Variation and the Deed, the terms of this Variation will control.
4. **Governing law**
- 4.1 This Variation is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
5. **Counterparts**
- 5.1 This Variation may be executed in any number of counterparts (including electronic copies), each of which will be deemed an original, but all of which together constitute one instrument. No counterpart is effective until each party has executed at least one counterpart.
6. **Delivery**
- 6.1 For the purposes of section 9 of the Property Law Act 2007 and without limiting other delivery modes, this Variation is delivered by each party on the earlier of physical delivery of an original (or counterpart) of the Variation or scanned copy of an original (or counterpart) of the Variation properly executed by that party, to the other party.