

have indicated they are prepared to provide on the date set out in the Service Operator's notice. In this Agreement the new interconnect requirements set out in the Principal ROC's notice under this Clause 16.4.4 are referred to as the "New Interconnect Requirements". All costs incurred by any Telecom ROC in providing, installing, testing and making operational the New Interconnect Requirements after the date of the Principal ROC's notice under this Clause 16.4.4 shall be borne by the Service Operator;

16.4.5 no later than 3 months prior to the date specified in the Service Operator's notice, notice setting out the final specification of the New Interconnect Requirements, and specifying the time (to within a week) when those New Interconnect Requirements will be required.

16.5 Any amendments to this Agreement required on account of a Telecom ROC changing that Telecom ROC's Network to incorporate any New Interconnect Requirements shall be mutually agreed between the Principal ROC and the Service Operator. Any such agreement shall be concluded no later than 1 month prior to the date when the New Interconnect Requirements are required, which date (and the exact time when the New Interconnect Requirements are required) shall be set out in such agreement.

16.6 Where any New Interconnect Requirements are agreed between the Principal ROC and the Service Operator pursuant to Clause 16.5, which will result in the removal of any of a Telecom ROC's Equipment from the Service Operator's Premises, that Telecom ROC shall be entitled after reasonable prior notice in writing to the Service Operator to enter the Service Operator's Premises for the purpose of carrying out any necessary disconnection works and removal of that Telecom ROC's Equipment. The Service Operator shall pay to that Telecom ROC all costs of disconnection and costs of removal as described in Clause 5.2 in respect of such disconnection and removal of that Telecom ROC's Equipment. That Telecom ROC shall indemnify the Service Operator in respect of any damage thereby caused to the Service Operator's Premises and any fixtures and fittings of the Service Operator's Premises in that Telecom ROC carrying out any such disconnection works and repossessing that Telecom ROC's Equipment.

17. ASSIGNMENT

17.1 Subject to Clause 17.4, the Service Operator may not assign this Agreement or its rights or obligations under this Agreement except with the prior written consent in writing of the Principal ROC which consent shall not be unreasonably withheld, but shall only become effective if:

17.1.1 the Service Operator is not at the time of applying for such consent or thereafter in default in the due and punctual observance or performance of the covenants and agreements on the Service Operator's part contained or implied in this Agreement;

17.1.2 the Service Operator proves to the satisfaction of the Principal ROC that the incoming assignee is of sound financial standing and has the ability to perform the obligations of the Service Operator under this Agreement, and is a network operator under Section 2A(3) of the Telecommunications Act 1987 (or any statutory amendment or re-enactment thereof);

17.1.3 the Service Operator pays to each Telecom ROC all costs incurred by each respective Telecom ROC (whether or not the proposed assignment proceeds to completion) including each respective Telecom ROC's administrative and other expenses and legal costs of and incidental to:

17.1.3.1 the giving of consent; and

17.1.3.2 the assignment;

17.1.4 the Service Operator procures the execution by the incoming assignee of a covenant with each Telecom ROC that the incoming assignee will at all times during the continuance of the term of this Agreement and any renewed term duly pay the charges payable pursuant to this Agreement at the times and in the manner mentioned in this Agreement and observe and perform all the covenants conditions and agreements contained or implied in this Agreement on the part of the Service Operator to be observed and performed but without thereby releasing the Service Operator from the Service Operator's obligations to pay the charges or any other amounts payable contained or implied in this Agreement, and such covenant to contain a like covenant in the event of any subsequent transfer or assignment;

17.1.5 in circumstances where the Principal ROC so requests, the Service Operator procures the execution by any holding company of the incoming assignee of a guarantee of the performance of the incoming assignee's obligations under the covenant with each Telecom ROC referred to in Clause 17.1.4;

17.1.6 the Service Operator and the incoming assignee comply with the Principal ROC's requirements in relation to the documentation of the intended assignment or transfer.

17.2 Any change or re-arrangement in the beneficial ownership of the principal shareholding of the Service Operator or its holding company (if any) or any alteration in the Memorandum and Articles of Association thereof having the effect of altering the effective control of the Service Operator or its holding company (if any) shall be deemed a proposed assignment of this Agreement.

17.3 Any attempt at assigning this Agreement other than as authorised hereunder shall be null and void. Subject to the above restrictions on assignment, this Agreement shall enure to the benefit of and be binding upon successors and assigns of the parties hereto.

17.4 Notwithstanding anything in this Clause 17, the Service Operator may allow any person the use of the Service Operator's Network Service.

18. COMMENCEMENT AND TERMINATION

18.1 Subject to the other provisions of this Clause 18 and Clause 25, all rights, duties and obligations under this Agreement shall have effect and shall for all purposes be deemed to have had effect from the date of commencement of this Agreement which is [] and this Agreement shall continue until the date of the expiry of the 12 month period from the date that the Service Operator serves notice on the Principal ROC that it wishes to terminate this Agreement.