

shall where practicable, consult with the Service Operator before serving notice on the Service Operator with respect to such change or adjustment. Any such change or adjustment may be implemented 7 days after the date on which the Principal ROC has served notice on the Service Operator setting out details of the required change or adjustment. The Service Operator shall co-operate in the implementation of any such changes or adjustments made in accordance with the provisions of this Clause 16.4.

16.5 Subject to Clause 16.6, where a change to a Telecom ROC's Network makes it necessary for a change to be made to the Service Operator's Network, each party shall bear their own costs which arise directly or indirectly from such change.

16.6 In no event shall the Service Operator be liable for any charges for disconnection or reconnection of a Telecom ROC's Equipment described in:

16.6.1 Clauses 5.1 and 5.2; or

16.6.2 The Telecom List of Charges;

which arise as a result of any change to a Telecom ROC's Network described in Clauses 16.1, 16.2 and 16.4.

16.7 The Principal ROC and the Service Operator shall liaise together on the future requirements of the Service Operator for the provision by each Telecom ROC of Service Delivery Points and Interconnect Links to accommodate future traffic demands. In particular the Service Operator will supply to the Principal ROC forecasted traffic volumes (in erlangs), forecasts of grade of service and call holding times, and corresponding trunk forecasts. Such forecasts shall include estimates of originating and terminating traffic volumes on a "Service Delivery Point to Telecom local calling area" basis. The forecasts shall also set out the expected peak busy season/busy hour traffic volumes and other traffic volumes by reference to the "reference loads" referred to in the PTC Specifications. All such forecasts shall cover (as far as possible) each year for the next three years commencing on the date that the relevant forecast is required to be supplied pursuant to this Clause 16.7. The first such forecast shall be supplied by the Service Operator to the Principal ROC on [] (or on such other date as may be agreed between the parties) and forecasts shall be supplied annually thereafter. On the date that each such forecast is supplied (excluding the first such date), the Principal ROC shall, upon request by the Service Operator, where reasonably practicable, provide to the Service Operator historic traffic information (in respect of Calls conveyed through that Telecom ROC's Interconnect Links to the Service Operator's Network), and such other information as shall be agreed between the parties, for the year ending on the date 1 month prior to the date on which the forecast is to be supplied. Such information shall be supplied by the Principal ROC free of charge where:

16.7.1 the provision of the information is part of the on-going mutual planning sessions to assist in the dimensioning of the Interconnect Links; and

16.7.2 the provision of the information does not require Telecom to place additional demands upon time and resources. For these purposes it is agreed that the provision of the information does not place additional demands upon time and resources where the provision of such information is part of the normal services provided by Telecom free of charge to comparable interconnecting parties or any other customer of the Telecom Group.

In all other cases, the Service Operator shall pay Telecom's reasonable charges for the provision of such information.

16.8 It is acknowledged by Telecom that the Service Operator may from time to time during the term of this Agreement require:

16.8.1 changes in the number and/or location of Service Delivery Points;

16.8.2 changes in the number and/or location of Interconnect Links.

It is agreed by the Service Operator that any changes in the number of Interconnect Links requested by the Service Operator shall comply as a minimum with the relevant PTC