

16.13 Where any changes are agreed between the Principal ROC and the Service Operator pursuant to Clauses 16.10 and 16.11, which will result in the removal of any of a Telecom ROC's Equipment from the Service Operator's Premises, the Service Operator shall pay to that Telecom ROC all charges for and in respect of disconnection and removal as described in Clause 5.2 relating to any such disconnection and removal of that Telecom ROC's Equipment. That Telecom ROC shall indemnify the Service Operator in respect of any physical 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 that is a direct consequence of the sole negligence of that Telecom ROC or Telecom Group or their officers, employees, contractors or agents.

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; and

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; and

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 reasonable 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; and

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 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; and

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; and

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. For the purposes of this Clause 17.2 and in relation to the Service Operator (but not any assignee of the Service Operator) "effective control" of the Service Operator shall be deemed to have been altered when any one shareholder in the Service Operator obtains 50% or more of the voting shares in the Service Operator except