

18.3.1 the operation of this Agreement impractical; or

18.3.2 Telecom or the Service Operator incapable of performing their respective obligations or a material part thereof under this Agreement;

the Principal ROC and the Service Operator shall use reasonable endeavours to negotiate an amendment to this Agreement, which amendment will take account of the legislative and regulatory changes, PROVIDED THAT if the Principal ROC and the Service Operator fail to reach agreement on or before 30 days after the enactment of the new legislation or regulations which gives rise to the results described in Clauses 18.3.1 and 18.3.2, then the Principal ROC may terminate this Agreement.

18.4 Upon the termination or Partial Termination of this Agreement or suspension of a Telecom ROC's Network Service in terms of this Agreement, each Telecom ROC (in respect of which this Agreement has been terminated, or in respect of which the Telecom ROC's Network Service has been suspended) may carry out disconnection works and removal of that Telecom ROC's Equipment. The Service Operator shall pay to that Telecom ROC the charges for and in respect of disconnection and 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 physical damage thereby caused to the Service Operator's Premises and any fixtures and fittings of the Service Operator's Premises that is a direct consequence of the sole negligence of that Telecom ROC or Telecom Group or their officers, employees, contractors or agents.

18.5 Subject to Clauses 18.6 and 18.7, termination or Partial Termination of this Agreement shall not operate as a waiver of any breach by a party to this Agreement of any of the provisions of this Agreement and shall be without prejudice to any rights, liabilities or obligations of any party which have accrued up to the date of such termination or Partial Termination (as the case may be) and the following provisions of this Agreement shall continue in full force and effect notwithstanding such termination or Partial Termination of this Agreement that is to say Clauses 5, 6, 9, 10, 14.3, 14.4, 14.5, 14.7, 18, 21.4, 21.5, 21.6, 22 and 26.1 and any other provisions which expressly or by implication are intended to survive termination.

18.6 Notwithstanding the termination or Partial Termination of this Agreement, any sums payable by the Service Operator to a Telecom ROC pursuant to this Agreement at the date of termination or Partial Termination (as the case may be) shall be paid in the same manner as if this Agreement had not terminated or partially terminated.

18.7 The Partial Termination of this Agreement insofar as it relates to one Telecom ROC shall not affect the continuation of this Agreement insofar as it relates to Other ROCs in respect of which this Agreement has not been terminated, partially terminated or expired.

18.8 On termination of this Agreement:

18.8.1 the Service Operator shall return the Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Principal ROC, which each Telecom ROC or TCNZ has provided to the Service Operator or which the Service Operator has otherwise become aware of or obtained through its participation in the Project;

18.8.2 each respective Telecom ROC and TCNZ shall return the Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Service Operator which the Service Operator has provided to that Telecom ROC or TCNZ or which that Telecom ROC or TCNZ has otherwise become aware of or obtained through its participation in the Project.

On Partial Termination of this Agreement, insofar as it relates to a Telecom ROC:

18.8.3 the Service Operator shall return any Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to that Telecom ROC or TCNZ which have been provided by that Telecom ROC or TCNZ to the Service Operator;