

multiple occupation where the intended sharer is the land owner or occupier. BT will deal with other situations on a case by case basis.

3. CHARGES

3.1 The Sharer will pay a charge of £1 pound for the sharing of the Apparatus which will be invoiced on signature of this Agreement.

3.2 In addition, BT will charge the Sharer for all work (if applicable):

(a) performed by BT to facilitate the sharing of the Apparatus and listed in Appendix A3 of this Agreement, and

(b) performed by BT in connection with this Agreement.

Such work will be chargeable on the basis of the cost of materials and stores used, and BT's applicable TimeScale Rate for the time expended. All work performed by BT will take place during BT's normal working hours. Additional charges may be raised if at the request of the Sharer BT agrees to work outside these hours.

3.4 The Sharer will pay the invoices issued by BT within 28 days of the date of the invoice. BT may charge daily interest on late payments at a rate equal to 4% per annum above the Base Lending Rate of HSBC Bank plc. Unless otherwise stated, prices and charges do not include Value Added Tax that will be added to invoices as appropriate.

4. BT RIGHTS AND RESPONSIBILITIES

4.1 BT will use reasonable endeavours to perform any works on the agreed date between the parties. However such dates are to be treated as estimates only as BT does not guarantee to perform the works on the agreed date and accepts no liability for failure to do so. BT will however advise the Sharer accordingly and re-programme the work.

4.2 BT will perform the work detailed in Appendix A3 to facilitate the sharing of the Apparatus and will then draw in or erect the Cables on to the Apparatus.

4.3 BT will not extend this facility to any land outside of the defined site or to any public highway.

4.4 On sites in multiple occupation BT reserves the right to perform maintenance, repair, inspection or other works on the Cables. On single occupancy sites the sharer may be permitted to perform such works. (see para 7.2). Where BT does reserve such a right the sharer should give not less than 21 days written notice of the date when it requires BT to perform such works.

4.5 If the Sharer wishes to have further cables added to, or removed from the Apparatus, he must give BT not less than 21 days written notice of that requirement and such notice will include:

(a) precise details of the area of the Apparatus which is to be shared or from which Cables are to be removed, and