

BT APPARATUS SHARING AGREEMENT

At or within the boundaries of []

This Agreement is dated [] and is made between British Telecommunications plc registered in England no. 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ (BT) and [] whose registered number is [] and whose registered office is at [] ("the Sharer").

In accordance with the terms and conditions of this Agreement BT agrees to allow Poles and/or part of the site Network ("the Apparatus") shown on the plans at Appendix A to be shared by the Sharer's cables ("the Cables") described in Appendix B. This agreement does not permit the mounting or installation of an antenna or the installation of a feeder cable used to supply of radio signals directly to an antenna or, in any way, allow development any BT apparatus as a form of mast, used to support antenna or radio apparatus.

1. DEFINITIONS

1.1 In this Agreement the following definitions will apply:

"BT Group Company" means a BT subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 735 of the Companies Act 1985, as amended by the Companies Act 1989;

"the Apparatus" means the joint box shown on the plans in Appendix A1 which the Cables will share;

"the Cables" means the cables as described in Appendix B which are owned by the Sharer and which are to be placed in the Apparatus by the Sharer;

"the Joint Box" means a manhole cover and chamber used to allow telecommunications cables to pass through it

"Emergency Works" are as defined in the Electronic Communications Code (Schedule 2 to the Telecommunications Act 1984)

"the Site" means the land and/or premises used by the Sharer at [];

"Timescale Rate" means the quarter hourly rate for labour as detailed from time to time in the BT Price List.

2. SCOPE

2.1 This agreement is only applicable for sites,

in single occupation, or