

(b) the technical specification of the Cables, including but not limited to their type, size, length and number.

RT may, at its discretion, refuse to allow additional cables to be installed in the Apparatus but will not exercise this discretion unreasonably. In the event that Cables are added to or removed from the Apparatus then this Agreement will be varied accordingly.

4.6 Where any landowner, or other person who is in a position to do so, requires relocation of the apparatus and/or cables then the sharer will pay part of the costs involved, agreed before any work commences. Should such work become imperative and there is a failure to agree costs then the work will be carried out except for the sharer's apparatus and will be re-provided on agreement but the charges will then include all the extra cost incurred due to any necessary additional work such as revisits.

5. FAILURE OF THE SHARER'S CABLES

5.1 Subject to paragraph 7 BT will not be liable for the failure of the Cables (or any equipment which may be attached to those Cables) which by virtue of this Agreement are placed in or on the Apparatus.

6. THE SHARER'S INDEMNITIES

6.1 The Sharer will indemnify BT against any actions, proceedings, claims, or demands in any way connected with this Agreement which may be brought or threatened against BT by a third party.

6.2 The Sharer will indemnify BT against any loss or damage to RT caused by the presence of the Cables on or in the Apparatus or in any way arising out of or connection with this Agreement except where such loss or damage is a direct result of BT's own negligence.

6.3 The Sharer agrees that it will not pass voltages and signals other than those used for telecommunications signalling through its cables and that these signals will not be used or so designed as radiation medium for wireless telegraphy purposes within the shared RT Apparatus.

6.4 The Sharer agrees that should its use of the Apparatus cause interference to the BT network the sharer will immediately on notice cease the operation of that part of the system that affects the network and remedy the problem to BT's satisfaction.

6.5 The Sharer agrees that on no account will mains or other dangerous voltages be passed through any part of the Apparatus

7. THE SHARER'S OBLIGATIONS

7.1 Cables will be clearly identifiable as property of the Sharer at regular intervals along the cable length and at every access point to the Apparatus (including all joint boxes). Any Apparatus used other than a continuous cable will also be clearly identifiable as property of the Sharer.