

7.2 With the consent of BT (see para 4.4) the Sharer may perform maintenance, repair, inspection or other works on the Cables, but subject to not less than 21 days written notice to BT of the date and time when such works are to be performed.

7.3 Any work performed by the Sharer in or on the Apparatus will be of the highest quality and in accordance with the latest British Standards, appropriate regulations and legislation. It will be the Sharer's responsibility to comply with such standards, regulations and legislation and permission by BT for the Cables to be drawn in to the Apparatus will not relieve the Sharer from such responsibility. Failure by the Sharer to comply with this paragraph will result in termination of this Agreement by BT in accordance with the relevant paragraphs.

7.4 When the requirement for the sharers cables ceases the sharer will give BT 21 days notice to remove them from BT's apparatus. BT will then raise the appropriate charges. The sharer will conduct and provide BT evidence of an annual audit to ensure that all cables are being used.

7.5 Nothing in this Agreement removes the need of the Sharer to obtain any necessary permission or consent from any person or body which may be required for the running of the Cables in, on or over land in which the Apparatus is situated. The Sharer will obtain all such permissions and consents before any work is carried out under this Agreement and the Sharer will provide BT with such evidence as BT may require from time to time that these have been obtained and that they extend to BT.

7.6 The Sharer shall not place in the Apparatus any Cables that will be subject to emergency restoration. The 21 day notice period, above, will apply at all times.

8. LIMITATION OF BT'S LIABILITY

8.1 Except where expressly stated in this Agreement, BT has no other obligation, duty or liability in contract or tort or otherwise beyond that of a duty to exercise reasonable skill and care of a competent telecommunications provider.

8.2 In any event in no circumstances will BT be liable in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated costs, savings or for any indirect or consequential loss whatever.

8.3 In any event BT's liability in contract, tort, including negligence or otherwise arising by reason of or in connection with this Agreement or howsoever otherwise will be limited to £1,000,000 for any one incident or series of incidents and £2,000,000 for all events in any period of 12 months.

8.4 BT does not exclude or restrict liability for death or personal injury resulting from its own negligence.

8.5 Each provision of this paragraph is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances and will remain in force notwithstanding termination of this Agreement.