

9. TERMINATION

9.1 This Agreement will commence on the date on page 1 and continue in force until terminated under this paragraph.

9.2 Either party may terminate this Agreement at any time with three months written notice to the other.

9.3 BT may terminate this Agreement without notice if either:

- (a) it discovers that the Sharer has ceased possession of the Site or any part thereof, or
- (b) the Apparatus is required by BT to provide service to any party other than the Sharer.
- (c) if it discovers that the Sharer's apparatus in any way compromises the Health and Safety of BT personnel.

9.4 Either party may terminate this Agreement forthwith if the Sharer's apparatus causes insolvable unacceptable interference to the BT network.

9.5 Upon termination of this Agreement, BT will remove the Cables from the Apparatus and will raise appropriate charges for this work in accordance with paragraph 2 above.

9.6 Without prejudice to other rights, either party may forthwith terminate this Agreement and claim for any resulting losses or expenses if:

- (a) the other commits a breach of this Agreement and fails to remedy the breach within a reasonable time of a written notice to do so; or

(c) the other party is the subject of a bankruptcy order (or in Scotland the other party is sequestrated or in Northern Ireland the other party is adjudicated bankrupt); or if

- (c) the other party becomes insolvent or makes arrangement or composition with or assignment for the benefit of the other party's creditors or if any of the other parties' assets are the subject of any form of seizure, or
- (d) the other party goes into liquidation, either voluntarily or compulsorily, or if a receiver or administrator or equivalent is appointed.

9.7 Even if BT ignores a breach of this Agreement by the other party, BT reserves its right to terminate this Agreement if the other party is in breach of this Agreement at a later date.

9.8 BT may terminate this agreement if any landowner, or other person is in a position to do so, requires removal of the Apparatus and or Cables

10. VARIATIONS

10.1 BT reserves the rights to vary this agreement should sites conditions so dictate. Any such variation will be confirmed in writing before it is put into effect.