

11. TRANSFER OF RIGHTS AND OBLIGATIONS

11.1 Neither the Shareholder nor BT may transfer any of their rights or obligations under this Agreement without the written consent of the other, which should not be unreasonably withheld, except that BT may transfer its rights or obligations (or both) to a BT Group company without consent.

12. NOTICES

Notices given under this Agreement will be in writing and must be delivered sent by Registered or Recorded post to the addressee at the following address.

The Shareholder :	Name	[]
	Position	[]
	Address	[]
	Tel:	[]
BT :	Name	[]
	Position	[]
	Address	[]
	Tel:	[]

13. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14. LAW AND JURISDICTION

This Agreement is governed by the law of England or Scotland (as appropriate) and both parties submit to the exclusive jurisdiction of the relevant Courts.

15. MATTERS BEYOND THE CONTROL OF EITHER PARTY

If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, acts of terrorism, industrial disputes (whether or not involving that party's employees) or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.