

Grant of Wayleave

To Install and Maintain Telecommunications Apparatus

This is an agreement pursuant to Schedule 3A of the Communications Act 2003, otherwise known as the Electronic Communications Code ('the Code')

This agreement is dated the _____ day of _____ 201[] between:

- (1) [_____] of/whose registered address is at [_____] ("the Grantor"); and
- (2) WightFibre Ltd whose registered address is Communications House, 56 Love Lane, Cowes, Isle of Wight, PO31 7EU ("the Operator"), which is a Public Telecommunications Operator to which the Telecommunications Code applies,

concerning the [Property/Land/Properties] known as [_____].

The Grantor is also the *freeholder/long leaseholder of the [Property/Land/Properties]. In this Agreement "electronic telecommunications apparatus" has the same meaning as in the Code. The electronic telecommunications apparatus belongs to the Operator at all times.

The Grantor confers to the Operator the rights ("Rights") to:

- [install and] use ducting to provide a broadband connection to the [Property/Land/Properties];
- execute any works at the Property for or in connection with the installation, maintenance, adjustment, repair, renewal or alteration of electronic telecommunications apparatus;
- keep installed electronic telecommunications apparatus on, under or over the Property; and
- enter the Property to inspect any electronic telecommunications apparatus keep installed on, under or over the Property provided that the electronic telecommunications apparatus installed is for the purposes of establishing and running the operator's network as defined in paragraph 6 of the Code ("Network").

The Operator warrants that:

- any electronic telecommunications apparatus installed at the Property, which forms part of its systems, will be maintained in a reasonable condition;
- it will give reasonable notice except in an emergency of its intention to enter the Property in exercise of the Right;
- it will do as little physical damage as is reasonably practicable in carrying out any works and shall make good any damage caused to the Grantor's reasonable satisfaction;

- in particular it will re-instate any excavated trench using approved material and to the same standards as if the Property formed part of the adopted highway maintainable by the local authority.

The Grantor warrants that:

- it will not damage the electronic telecommunications apparatus or allow anyone else for whom it is responsible to damage the electronic telecommunications apparatus;
- it will not place or build anything on the Property which would make it more difficult for the Operator to get to access the electronic telecommunications apparatus; and
- It will not plant trees or shrubs if the roots are likely to interfere with the electronic telecommunications apparatus, unless required to do so by law.

This agreement shall bind both of our successors in title and will remain in force for as long as the electronic telecommunications apparatus on the Property is used to provide a Network.

[The Operator may end this agreement by giving the Grantor three months' notice.]

This agreement will end if the Operator removes all the electronic telecommunications apparatus from the Property.

The Grantor and the operator are executing this Agreement to show their acceptance of the above.

Grantor: Signed

Title

Operator: Signed

Title Wayleave Officer

*Delete as appropriate

(This agreement should be kept with the deeds for your Property)