

## Agreement allowing access to property to install or maintain electronic communications apparatus

**This agreement** is made under the electronic communications code set out in schedule 2 to the Telecommunications Act 1984 (as amended by the Communications Act 2003 and as may be further amended, modified, replaced or brought back into effect) ('the **code**').

This agreement is between us, **WightFibre Limited** (company number 5470659) whose registered office is at Communications House, 56 Love Lane, Cowes, Isle of Wight, PO31 7EY, an operator (as defined in the code), and **you**, the owner of the property below (and anyone who takes over the property or properties from you).

First Name \_\_\_\_\_ Surname \_\_\_\_\_  
Property: \_\_\_\_\_  
Address Line 1 \_\_\_\_\_  
Address Line 2 \_\_\_\_\_  
Town \_\_\_\_\_  
County \_\_\_\_\_  
Postcode \_\_\_\_\_

We need written permission to allow us to install, operate and maintain electronic communications and media apparatus (as defined in the code) ('the apparatus'), which forms part of our electronic communications network.

### Owner's declaration

I grant you the rights listed in clause 2 below, on the terms and conditions stated below for the property detailed above

Your Signature \_\_\_\_\_

Signature \_\_\_\_\_  
for and on behalf of WightFibre

Date \_\_\_\_\_

## Standard Terms and Conditions

- 1) You confirm that you are the freehold owner of the property, or you lease the property under a lease for a term of a year or more.
- 2) You grant us the right to install, operate, keep and inspect the apparatus on, over or under the property and to carry out work on the property that is necessary to install, operate, maintain, adjust, inspect, alter, add to, connect to, replace, repair or remove the apparatus and use the apparatus, and to enter the property and access the apparatus for these purposes.
- 3) We will take all reasonable precautions to reduce as far as possible any damage when carrying out our rights under this agreement, and will repair, to your reasonable satisfaction, any damage we cause to the property.
- 4) We will cover you against liability for all third-party claims, costs, proceedings and damages ('claims') arising out of us failing to keep to this agreement or being negligent in carrying out our rights under this agreement as long as you tell us about any claim as soon as possible, do not agree or settle any claim without first getting written permission from us or our insurers (which will not be unreasonably withheld or delayed), make reasonable efforts to reduce your losses, and allow us to defend the claim in your name. We will cover the cost of defending the claim.
- 5) Our liability to you under or in connection with this agreement will be limited to £10,000,000 (ten million pounds), and does not include any liability for any indirect or consequential loss (including loss of profits, business, revenue, contracts or anticipated savings). We do not restrict or limit our liability to you for death or personal injury caused by our negligence.
- 6) The apparatus will always remain our property (both while this agreement is in force and after it ends).
- 7) You must not knowingly do or allow anyone else to do anything which causes damage or is likely to damage or interfere with the apparatus.
- 8) You must give us at least six months' written notice if you plan to carry out any work which will or is likely to have a negative effect on the apparatus.
- 9) This agreement is binding. You cannot cancel, amend or alter it without our written permission, except as stated in the code.
- 10) This agreement will remain in force from the date written above for the whole period during which we are an operator (as defined in the code).
- 11) Any notice you or we give under this agreement must be in writing and will be considered to have been given to the other if it is delivered by hand or sent by ordinary first-class post and addressed to the last known address of the other party. (Any notice you send to us must be sent to our registered office and marked for the attention of Shereleagh Jones.) Notice delivered by hand will be effective immediately and notice sent by post will be effective 48 hours after posting.
- 12) Nothing in this agreement will prevent or restrict you from altering, developing or redeveloping any buildings, property or land (you must still keep to clause 8 above and any restrictions stated in the code).
- 13) We may transfer or share the benefit of this agreement and any rights it provides with any person who the code applies to under the Communications Act 2003 (as amended, modified, replaced or brought back into effect). Where we refer to 'us' or 'we' in this agreement, this also includes anyone we transfer the rights to or share the benefits with.
- 14) You and we agree that this agreement does not create a relationship of landlord and tenant.
- 15) This agreement is governed by English law and disputes will be decided in the English courts.
- 16) Unless we tell you otherwise and except as stated in the code, nothing in this agreement will give any person any rights under the Contracts (Rights of Third Parties) Act 1999.