

WAYLEAVE AGREEMENT ELECTRICITY ACT 1989

PARTIES:

of

(“the Grantor”) and

NORTHERN POWERGRID (YORKSHIRE) PLC whose Registered Office is at Lloyds Court, 78 Grey Street, Newcastle Upon Tyne NE1 6AF (“the Company”).

The Grantor being the owner and occupier of land and property at or near

(“the Land”) **HEREBY AGREES AND CONSENTS** to the Company:

- (a) placing and keeping installed on in over or under the Land the electric lines and electrical apparatus (“the Equipment”) in the position shown approximately on the plan attached hereto by means of the relevant symbols set out in the First Schedule;
- (b) using inspecting maintaining adjusting repairing replacing altering renewing and removing the Equipment or any part thereof;
- (c) cutting lopping trimming or felling in a woodmanlike manner any tree or hedge on the Land which obstructs or interferes with the Equipment or the Company’s access thereto; and
- (d) its servants or agents entering on the Land at all reasonable times for any of the purposes aforesaid (“the Authorised Acts” which expression shall include placing and keeping installed the Equipment) upon the following terms:

1. The Company shall pay to the Grantor during the continuance of this Agreement by way of compensation an annual sum in accordance with the Second Schedule hereto which sum shall be due and payable on the first day of _____ in each year the first payment being proportioned from the date of commencing the placing of the Equipment it being understood that the Grantor shall keep the Company indemnified against any claims for wayleave compensation payments that may be made against the Company by the lessees tenants or occupiers of the Land in respect of the Equipment and Authorised Acts.

2. The Company shall

- a) execute the Authorised Acts with all reasonable despatch and without causing undue interference with the Grantor’s use of the Land

b) not cause any unnecessary damage or injury to the Land in executing the Authorised Acts **(excluded from this clause is any claim relating to the initial excavation or reinstatement of the cable trench during installation and any future claims relating to those activities)** and shall make good or pay reasonable compensation to the Grantor for any damage as may be caused to the surface of the Land or to the property of the Grantor in executing the Authorised Acts PROVIDED ALWAYS that any claim for restoration or compensation shall be made as soon as possible after the occurrence of the damage and that the Company shall be given reasonable opportunity to inspect the damage

c) maintain the Equipment at all times in good and proper order in accordance with Regulations under the Electricity Act 1989 for the time being in force

d) indemnify the Grantor against any action or claim which may be brought or made against the Grantor attributable to or arising out of anything negligently done by virtue of this Agreement and not occasioned by the negligence of the Grantor or the negligence of the servants or agents of the Grantor **(excluded from this clause is any claim relating to the initial excavation or reinstatement of the cable trench during installation and any future claims relating to those activities)** PROVIDED THAT the Grantor shall as soon as practicable give notice of any such injury or damage suffered by the Grantor or any such action or claim brought made or threatened against the Grantor and shall not settle adjust compromise or defend such action or claim without the consent of the Company PROVIDED FURTHER that the Company may take over the conduct of any such action or claim in the name of the Grantor who shall give such information and assistance as the Company may reasonably require.

3. This Agreement shall take effect from the date hereof and shall remain in force until determined by either party giving to the other party at any time twelve calendar months' notice in writing in that behalf subject to the rights of the parties in Clause 5 hereof.

4. Subject to the provisions of Clause 5 hereof any dispute or difference arising under or out of this Agreement shall be referred to Arbitration in the manner provided by the Arbitration Act 1996 or any statutory modification thereof.

5. This Agreement shall not operate so as to exclude or prejudice the rights of the parties hereto under the Electricity Act 1989 or any statutory modification or re-enactment thereof and any Regulations made under such Acts.

6. In this Agreement where the context so permits "Grantor" includes the owner for the time being of the land on over or under which the Equipment is placed and "Company" includes the successors or assigns of the Company.

THE FIRST SCHEDULE - KEY TO PLAN

The route of underground electric lines is shown by a green line

The route of overhead electric lines is shown by a red line

Each pole is shown by a red dot

Each staywire or strut is shown by a red 'T'

Each bracket or fixture is shown by a red cross

Each lattice steel mast is shown by a red rectangle

Each lattice steel tower is shown by a red square

Each inspection cover is shown by a black cross

The route or position of overhead electric line assets to be recovered is shown by blue colouring

THE SECOND SCHEDULE - WAYLEAVE COMPENSATION (see Clause 1)

[illegible]

Payments shall be made in accordance with the Electricity Networks Association rates which are published each year, and which may be subject to variation from time to time.

Continuation of Second Schedule attached / not applicable [delete as appropriate]

Witness Signature	<i>Signature of witness here</i>
Name of Witness:	<i>Print Witness name here</i>
Address:	<i>Print Witness address here</i>
Occupation:	<i>Print Witness occupation here</i>

SIGNED for and on behalf of the Grantor(s)

Signature(s) of Grantor(s) here

Insert Grantors name here

Witness Signature	
Name of Witness:	<i>Jackie Stockton Jeanette VanStaden</i>
Address:	<i>Northern Powergrid Wayleaves Alix House, Falcon Court Preston Farm Industrial Estate Stockton on Tees TS18 3TU</i>
Occupation:	<i>Wayleave Administrator</i>

SIGNED for and on behalf of the Company

*Nicholas Oliver
Wayleave Manager*

*A N Other
Senior Wayleave Officer*

Dated this *(insert day number)* **day of** *(insert Month and Year)* *{To be dated by Company Signatory}*

This Wayleave Consent gives Northern Powergrid (Yorkshire) plc the right to install and keep installed underground and/or overhead electric lines across your land. In order that all future owners of your property and other persons are fully aware of its existence and location you are requested to place this document with your Title Deeds or forward it to your solicitor for this purpose.

FOR COMPANY USE ONLY	Doc no.	<i>Form CE289(03/06)</i>	<i>Owner&Occupier</i>
Project / Scheme Title: 0000000000		Project or file ref: 00000000	

Northern Powergrid (Yorkshire) plc, Registered Office: Lloyds Court, 78 Grey Street, Newcastle upon Tyne NE1 6AF
Registered in England and Wales Number 4112320