

Wayleave Agreement made the _____ day of _____ 202

BETWEEN: **CUCKFIELD PARISH COUNCIL** of **QUEENS HILL, HIGH STREET, CUCKFIELD, HAYWARDS HEATH, EAST SUSSEX RH17 5EL** ("the Grantor") of the one part and

South Eastern Power Networks plc whose registered office is Newington House, 237 Southwark Bridge Road, London, SE1 6NP ("the Company") of the other part

BACKGROUND

The Grantor is the freehold owner of the Property and has agreed to grant rights to the Company in respect of the Works on the terms set out below

IT IS AGREED as follows:-

1.- DEFINITIONS

"the Company" includes its Subsidiaries, Associated Companies, successors and assigns

"the Grantor" includes its tenants, licensees and employees

"the Plan" means the plan annexed hereto with reference number: Way/105120-581/WSX441502/Cuckfield

"the Property" means the land shown on the Plan and described by the Land Registry (or locally where the land is unregistered) as being **Land on the North Side of Newbury Lane, Cuckfield** as recorded by HM Land Registry

"the Works" means the works shown on the Plan and described in the Schedule

2.- THE RIGHTS

THE Grantor hereby grants consent for the Company:-

- (a) To install, maintain, inspect, alter, renew, remove and retain the Works and to enter the Property at all reasonable times (or at any time in the case of emergency) with or without vehicles plant or machinery for such purposes
- (b) To fell or lop in a woodman like manner any tree or hedge on the Property which obstructs or interferes with the Works

3.- THE COMPANY'S COVENANTS

THE Company shall:-

- (a) Not cause any unnecessary damage or injury to the Property and shall take all reasonable precautions to avoid obstruction or interference with the use of any road or footpath sewer drain or watercourse that may be crossed by the Works
- (b) Make good to the reasonable satisfaction of the Grantor any damage caused by or arising out of the execution of the Works. If for any reason any such damage cannot be made good the Company shall compensate the Grantor in an amount which has previously been approved by the Company
- (c) Give to the Grantor not less than five days' previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended exercise of any of the rights conferred by Clause 2 above
- (d) During the continuance of this Agreement pay to the Grantor in respect of the consent hereby given annual sums in accordance with current figures published from time to time by the Energy Networks Association (excluding payments in relation to underground cables which are not published by the ENA)
- (e) At all times keep the Grantor indemnified against all losses, damages and expenses which he suffers or incurs by reason or on account of any breach of this Agreement including any negligent act or omission of the Company in connection with the execution or existence of the Works provided that this indemnity shall not extend to any such losses damages or expenses to the extent caused by the default of the Grantor

4.- THE GRANTOR’S COVENANTS

THE Grantor shall not:-

- (a) Do or cause or permit to be done on the Property anything likely to cause damage or interference of any kind to the Works
- (b) Make or cause or permit to be made any material alteration to the Property so as to interfere with or obstruct the access to the Works or so as to interfere with the support afforded to the Works by the surrounding soil without the prior written consent of the Company

5.- TERMINATION

This Agreement shall remain in force until determined at the expiry of not less than twelve months' previous written notice given at any time by either party but without prejudice to the rights which the Company might exercise under the Electricity Act 1989

THE SCHEDULE

- ~~(a) THE placing of an overhead electric line consisting of three or four conductors together with any ancillary apparatus across the Property in the line indicated in the approximate position shown on the Plan~~
- ~~(b) THE erection of 0 poles and 0 stays/struts and appliances for the purpose of supporting the electric line in the approximate positions indicated on the Plan~~
- (c) THE placing of **32** underground cable(s) for transmitting electricity at a frequency of 50 hertz and at a pressure of **230/400** volts and low voltage telephone and signalling cables such cable(s) to be in the approximate position indicated on the Plan. Length of cable(s) approximately **995** metres.
- ~~(d) THE siting of a distribution substation upon the Property with appropriate fencing (where necessary) in the approximate position indicated on the Plan together with all purpose access thereto.~~
- ~~(e) THE placing of an underground earthwire and pins in the approximate position shown on the Plan~~

THE parties hereto have set their hands the day and year first above written

SIGNED BY (Grantor's Signature).....
(please also sign plan)

SIGNED BY (Signature).....

For and on behalf of South Eastern Power Networks plc

Office Use Only

Asset Type	Asset No. (Add. Stays inc. Pole No.)	Asset ID	Land Type	Land Reg. No.	Grid Ref. (8 Fig.)
Pole	615892	Pole with Pole Mounted Transformer	Other See Comments	WSX441502	TQ 3050 2451
U/G Cable	NA	U/G Cable	Other See Comments	WSX441502	NA
Select			Select		
Select			Select		
Select			Select		
Underground Cable Note:					
(A) If cable length is less than 250m then 8 Fig. Grid Ref. to be captured at middle point.					
(B) If cable length is more than 250m then 8 Fig Grid Ref. to be captured every 250m.					
0-250m:	TQ 3048 2450	500m:	TQ 3077 2461	750m:	TQ 3082 2464
1000m:					NA
Back Dated Payment (Years)			0		Make Payment
'NEW' Delayed					
This Document Replaces					
Agreement No.:					
Agreement No.:					
Additional Comments					
This apparatus is on a private street.					