

WAYLEAVE CONSENT
(TERMED)

NOT FOR USE – SPECIMEN ONLY
(used if WPD not responsible for initial installation)

This Agreement dated: [] is made between

1. PARTIES:

1.1 **WPD** being Western Power Distribution (South West) Plc, Registered in England & Wales No. 2366894 Avonbank, Feeder Road, Bristol. BS2 0TB and includes any successors in title or assigns of WPD; **AND**

1.2 **the Owner** means [COMPLETE NAME AND ADDRESS details]
being the freehold owner of the Premises and includes the owner or owners for the time being of the Premises and his/her successors in title
Tel. No.

1.3 **the Occupier** means [COMPLETE NAME AND ADDRESS details] *delete if no Occupier*
Tel. No.

2. **DEFINITIONS:**

“the Act”	means the Electricity Act 1989 as amended by the Utilities Act 2000;
“Apparatus”	means the equipment described in Schedule 1 to be installed by WPD on the Premises;
“Plan”	means the plan(s) numbered [.....&.....] and attached to this Agreement;
“Premises”	means land shown edged red on the Plan; [# - note to show on Plan]
“Term”	means a term of [.....] years from the date of this Agreement; and
“Works”	means the works to be carried out by WPD to install the Apparatus in over or under the Premises and in the approximate position indicated on the Plan.

3. TERMS & CONDITIONS

Ownership: The Owner confirms ownership of the Premises and warrants that other than the Occupier (if any) and persons notified to WPD, no other persons are entitled to occupation of the Premises or have any rights over the Premises which would restrict the rights and Consent granted by this Agreement.

Consent: The Owner and the Occupier (if any) consent to WPD and their servants, agents, contractors and employees:

- (a) carrying out the Works;
- (b) retaining, maintaining, repairing, inspecting, adjusting, renewing and removing the Apparatus;
- (c) felling or lopping of any tree or hedge to a clearance that prevents interference with the Apparatus.
- (d) with reasonable notice (except in an emergency) entering the Premises or adjoining land with or without workmen vehicles plant and machinery to exercise all or any of the rights referred to in 3 (a) – (c)

The Occupier consents to the grant of this agreement notwithstanding its rights of occupation to the Premises.

Damage: If WPD causes any damage to the Premises or adjoining land of the Owner or Occupier (if any) in carrying out the Works or by maintenance, repair, inspection or removal of the Apparatus the Owner and/or Occupier must notify WPD as soon as reasonably practicable. WPD may then, at its option, either make good the damage to the reasonable satisfaction of the Owner or Occupier (if any) or pay the Owner or Occupier as applicable reasonable compensation. *For the avoidance of doubt, where the Works are carried out by third parties and WPD is to adopt the Apparatus, WPD will not be liable for the Works and WPD’s obligations under this Damage provision will become effective only on transfer of ownership of the Apparatus from the third party and adoption by WPD of the Apparatus.*

Payment: In consideration for the Owner and Occupier (if any) giving consent WPD will make a single one off payment of £ [] For the avoidance of doubt WPD shall only be obliged to pay such sum to the Owner and the Owner and Occupier acknowledges receipt of the sum.

The Owner and Occupier (if any) and for their successors in title agrees to the single one off Payment and binds the estate of the Owner who shall not be entitled either by any other statutory or common law to remove or alter any of the apparatus to which this Agreement applies for a period of the Term.

Indemnity: Save where due to an act default or omission of the Owner or Occupier WPD will keep the Owner indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Owner which is directly attributable to any default or negligence on the part of WPD in carrying out its rights under this agreement **Provided that** the Owner and/or Occupier as applicable shall: (i) as soon as reasonably practicable give notice in writing to WPD of any such action or claim brought or threatened against them; (ii) permit WPD to have exclusive conduct of any matters arising under para (i); (iii) take all reasonable steps to mitigate their actual or potential loss arising out of or in connection with any matters arising under para (i); (iv) not admit liability in respect of, nor settle or compromise such action or claim without the consent of WPD. WPD may at their own expense defend any such action or claim in the name of the Owner or Occupier as applicable. **For the avoidance of doubt, where the Works are carried out by third parties and WPD is to adopt the Apparatus, WPD will not be liable under this Indemnity for the Works and WPD's obligations under this Indemnity will become effective only on transfer of ownership of the Apparatus from the third party and adoption by WPD of the Apparatus.**

Termination: This Agreement will:

- (a) operate for the Term and may be terminated by the Owner at the end of the Term by giving 6 months notice in writing. Such termination will not affect statutory rights of WPD.
- (b) may be terminated by WPD at any time by giving 12 months notice in writing.

Miscellaneous:

In this Agreement any reference to "Electric Line" in the singular or plural will have the meaning as defined in Section 64 of the Act. This Agreement is subject to any statutory rights of WPD for the time being in force.

The Owner and Occupier (if any) confirm they will not do or permit anything to be done in or upon the Premises or adjoining land of the Owner which will interfere or cause damage to the Apparatus or interfere with the exercise by WPD of the rights granted by this agreement, including the planting of trees, shrubs or coppice wood that would interfere with the Apparatus or its operation.

The Owner and Occupier (if any) confirm that they will not (without the prior written consent of WPD such consent not to be unreasonably withheld or delayed):

(a) excavate under or alter the level of the ground over or under the Apparatus; or

(b) construct or permit to be constructed any building structure or other erection or any plant or materials of any kind whatsoever over or within 2m of any underground cable Apparatus or so as to infringe minimum electrical safety clearances to any overhead line Apparatus.

SCHEDULE 1: THE APPARATUS [*Delete as appropriate]

- (a) The placing of Electric Lines consisting of _____ conductors and an earthwire across the Premises in the line indicated on the attached Plan and so that no part of the said conductors or earthwire shall be less than the statutory minimum height above the surface of the ground.
- (b) The placing/erection of _____ stays and _____ pole legs in the approximate position indicated on the said Plan together with all necessary guards wires and appliances.
- (c) The laying of underground cable(s) in the strip indicated on the said Plan. The approximate length being _____ metres.
- (d) The laying of underground earth wires in the area indicated on the said Plan. The approximate length being _____ metres.
- (e) The placing/erection of _____ towers and any necessary stays and appliances for the purpose of supporting the above mentioned Electric Lines in the approximate positions indicated on the attached Plan.

Such erection placing or laying of the Apparatus to be subject to such reasonable modification as may be found necessary or desirable in the course of construction or at any future date and as first agreed with the Owner.

Location: _____ Grid Ref: _____ Line: _____

SIGNED by the OWNER _____ **Dated** / / _____

In the presence of (WITNESS) _____ (Witness Signature)

Name of Witness _____ (BLOCK CAPITALS)

Address _____

NOTE: PLEASE ALSO SIGN THE WAYLEAVE PLAN(S)

SIGNED by the OCCUPIER *[delete if no Occupier]* _____ **Dated** ____/____/____

In the presence of (WITNESS) _____ (Witness Signature)

Name of Witness _____ (BLOCK CAPITALS)

Address _____

SIGNED for WPD _____ **Dated** ____/____/____

In the presence of (WITNESS) _____ (Witness Signature)

Name of Witness _____ (BLOCK CAPITALS)

Address _____

YOUR ATTENTION IS DRAWN TO THE ATTACHED NOTICE

SPECIMEN

NOTICE UNDER THE PROVISIONS OF PARAGRAPH 6 OF SCHEDULE 4 TO THE ACT

1. WPD is a licence holder under the Act.
2. In connection with its activities as a licence holder, it is necessary for WPD to install the Works and retain the Apparatus described in Schedule 1.
3. WPD requires you to give the consent to the installation of the Works and retention of the Apparatus.
4. If the consent:
 - (a) is not given within 28 days of the date on which this form was given or posted to you: or
 - (b) is given subject to terms and conditions to which WPD objects,

WPD will have the right to apply to the Secretary of State to grant consent by way of a necessary wayleave subject to such terms and conditions and for such period as it thinks fit.

SUMMARY OF WPD'S STATUTORY POWERS UNDER THE ACT

The Wayleave consent sets out the agreement between the parties. For information, WPD also has the following statutory powers to install and retain electric lines.

1. WPD has the statutory right to:
 - (a) Install electric lines:
 - (i) over any land but not over land on which there is a private dwelling including the garden of that dwelling or which has the benefit of planning permission for a private dwelling; and
 - (ii) underneath any land.
 - (b) Retain existing electric lines:
 - (i) over any land; and
 - (ii) underneath any land.
2. The above rights are only exercisable by WPD provided WPD has served on the owner / occupier of the land written notice of its intention to install or retain any existing electric lines and the owner / occupier:
 - (a) notifies his consent to WPD within the period specified in the notice; or
 - (b) refuses consent and the matter is referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, grants consent; or
 - (c) gives his consent subject to terms and conditions which are either accepted by WPD or if not accepted are referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, may grant consent.

PLEASE ALSO NOTE THAT A COPY OF THIS SIGNED AGREEMENT SHOULD BE KEPT WITH THE DEEDS OF YOUR PROPERTY