

OWNER WAYLEAVE CONSENT

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

1. **PARTIES:** Date: _____
- 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 Grantor** being [COMPLETE NAME AND ADDRESS details]
- 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];
- “Works” means the works to be carried out by WPD to install the Apparatus within over or under the Premises and in the approximate position indicated on the Plan.
3. **TERMS & CONDITIONS**
- Ownership:** The Grantor confirms ownership of the Premises and confirms that (*) [there are other persons] / [there are no other persons] entitled to occupation or who have rights over the Premises. (*) *delete term not applicable*
- Consent:** The Grantor consents 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)
- Damage:** If WPD causes any damage to the Premises (or adjoining land owned by the Grantor) in carrying out the Works or by maintenance, repair, inspection or removal of the Apparatus the Grantor 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 Grantor or pay the Grantor 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 Grantor giving consent WPD will:
- (a) pay an annual sum in each calendar year in the month specified by WPD from time to time such annual sum to be based on WPD’s scale of rates of £ [.....]; or
- (b) make a commuted payment of £ [.....] (*max £100*)
Delete whichever is inapplicable and COMPLETE DETAILS
- If an annual sum is payable it will be increased from time to time in accordance with the advisory rates recommended by the National Farmers Union, Farmers Union of Wales and The Country Land and Business Association to their members.
- Termination:** This agreement may be terminated by either party by giving 12 months notice in writing. Such termination will not affect statutory rights of WPD.
- Indemnity:** Save where due to an act default or omission of the Grantor WPD will keep the Grantor indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Grantor by reason of any default or negligence on the part of WPD in carrying out its rights under this agreement **Provided that** the Grantor shall: (i) as soon as reasonably practicable give notice in writing to WPD of any such action or claim brought or threatened against the Grantor; (ii) permit WPD to have exclusive conduct of any matter arising under para (i); and (iii) 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 Grantor. *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.*

SCHEDULE 1: THE APPARATUS

[to be completed]

Location: _____ Grid Ref: _____ Line: _____

SIGNED by the Grantor /Grantor's Agent *delete as appropriate* _____ Dated / / _____

SIGNED for WPD _____ Dated / / _____

YOUR ATTENTION IS DRAWN TO THE NOTICE ON THE REVERSE

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