



Phone: 01635 800 360

Email: support@hampshirebroadband.co.uk

Website: www.hampshirebroadband.co.uk

Wayleave Agreement

This agreement is made on..... between.....of

.....(Landowner)

and Hampshire Broadband Limited (HBL). A registered company in England & Wales, number 10669355

The parties agree as follows:

1. The Landowner of the land shown on the attached map agrees to let HBL install its apparatus and fibre cabling (collectively called the network) across his/her land following the route shown on the map. Installation dates to be agreed with the Landowner. HBL agrees to install the apparatus as per the installation specifications recorded on the attached map. The Landowner accepts that the network remains the property of HBL once it has been installed on the Landowner's property.
2. The Landowner agrees to advise HBL, or HBL's appointed contractor, the location of any known existing buried services so that HBL can avoid any potential damage whilst installing its network. The Landowner is not responsible for making HBL aware of all buried services.
3. HBL agrees to take every care to minimise any inconvenience during the installation and also to make good any damage to underground services, field drainage systems, road/track surfaces and field surfaces to the Landowner's satisfaction. HBL agrees to reimburse the Landowner and/or his/her tenant for any surface losses incurred.
4. If, after the installation of the network on his land, the Landowner wishes the routing of the network to be changed, HBL shall comply with all reasonable requests of the Landowner so long as the Landowner agrees to reimburse HBL for any costs incurred.
5. The Landowner agrees to let HBL have future access to the land for the purpose of maintaining or repairing the network including accidental damage caused by the landowner. Except in a case of emergency, HBL will give a minimum of 24 hours' notice if a visual inspection of the network is required, such notice to be given either in writing, by email or by telephone. For maintenance and repair work HBL will endeavour to arrange for any such access to be at times agreeable to the Landowner, and to minimise any disruption and damage to the land caused by the repair. The cost of such works shall be borne by HBL.
6. If, after the installation of the network, HBL causes any damage to the Landowner's property, HBL agrees to reimburse the Landowner for such damage, to the reasonable satisfaction of the Landowner, and any surface losses incurred.

Hampshire Broadband Ltd is a company registered in England & Wales, number 10669355, at 5 High Green, Great Shelford, Cambridge, England, CB22 5EG



Hampshire
Community
Broadband

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7. HBL will indemnify the Landowner and his/her tenant, if any, against any actions, costs or expenses claimed or recovered by any third party made against the Landowner arising out of or in connection with the network installed on the Landowner's land HBL will indemnify the Landowner up to £5,000,000 if someone makes a claim against him/her because of HBL installing or keeping its apparatus on the Landowner's property as long as:-
 - the Landowner did not cause or contribute to the claim;
 - the Landowner lets HBL know as soon as he/she hears about a possible claim; and
 - the Landowner gets HBL's permission in writing before making any payments or admitting liability.
8. In order to allow HBL time to install alternate apparatus and/or reroute the network cabling to avoid, or minimise, disruption to the community's broadband service, the Landowner agrees that if he/she wishes to terminate this agreement at any time he/she will give HBL at least 24 months notice in writing.
9. HBL's network is to provide broadband to a rural community which otherwise is not commercially available. The Landowner agrees to accept a payment of £1.00 per annum, if demanded, as consideration for his/her obligations under this agreement for a period of 5-years or until such time as the network has been sold to a commercial broadband company, which ever is the earlier. From either event, the Landowner will be entitled to an annual payment, if demanded, payable in-arrears at the then applicable rates recommended by CLA (Country Land and Business Association previously the Countryside Landowners Association) or its successor or similar body as agreed. CLA's prevailing rates being £0.26p per metre per annum for ducts/cables containing fibres and £31.20 for each junction box or sunken cabinet per annum.
10. In the event that the Landowner sells the land as shown on the attached map, the Landowner will procure that the benefits and obligations of this agreement are assigned to the new owner.

Signed on behalf of **Hampshire Broadband Ltd.**

Signature:

Print Name:

Date:

Email: support@hampshirebroadband.co.uk

Tel: **01635 800360**

Signed on behalf of **Landowner.**

Signature:

Print Name:

Date:

Email:

Tel: