

Wayleave Agreement

ELECTRICITY ACT 1989

I/We, XXXXX of XXXXX being the owner(s) and occupier(s) of land situated in the Parish(es) of XXXXX in the County of XXXXX (hereinafter referred to as "the land") shown on the plan annexed hereto and thereon coloured pink for myself/ourselves my/our successors and assigns HEREBY CONSENT to SOUTHERN ELECTRIC POWER DISTRIBUTION plc (Company Registration No. 4094290) whose registered office is at No 1, Forbury Place, 43 Forbury Road, Reading, Berkshire, RG1 3JH hereinafter referred to as "the Company") placing on or under the land the works described in the Schedule hereto in the position (as near as may be) indicated in the red and green on the said plan and using maintaining repairing replacing altering renewing inspecting and removing the same and to the Company cutting lopping or felling in a woodman like manner any tree or hedge on the land which obstructs or interferes with the works and to the Company entering on the land at all reasonable times by its servants and agents for any of the purposes aforesaid upon the following terms:-

1. The Company shall pay to me/us during the existence of the works on the land by way of rent and compensation for interference with agricultural operations yearly sums calculated in accordance with the published scales of wayleave payments (the payments and conditions currently in force are shown on the statement attached hereto). The said sums shall be paid on the anniversary of the date hereof, in each year and at the rate currently in force at that date, the first payment being proportioned from the date of commencing the placing of the works.
2. In addition to any compensation payable under Condition 1 hereof the Company shall:-
 - (a) make good or compensate me/us for such injury suffered by me/us or such damage done to the surface of the land and to any property of mine/ours on or under the land and
 - (b) indemnify me/us against such action which may be brought or made against me/us as may be attributable to or arise out of anything done by virtue of the Consent and not occasioned by my/our negligence or the negligence of my/our servants or agents PROVIDED THAT I/we shall as soon as practicable give notice of any such injury or damage suffered by me/us or any such action or claim brought made or threatened against me/us 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 my/our name and I/we shall give such information and assistance as the Company may reasonably require.
3. This Consent shall remain in force until determined by either party giving to the other party at any time twelve months' previous notice in writing in that behalf subject to the rights of the parties under the Electricity Act 1989 or any statutory modification or re-enactment thereof and any Regulation made under such Act.

THE SCHEDULE

THE WORKS

- (a) The placing of one or more overhead electric lines (including such towers poles stays and struts as may be required for supporting them and any ancillary apparatus required in connection therewith) in the position shown on the annexed plan(s) by a continuous red line (the position of each tower and each pole being shown by a red square and red circle respectively and of any stays or struts being shown by a red T).

- (b) The placing of one or more underground electric lines (cables) and any ancillary apparatus required in connection therewith in the position shown on the said plan(s) by a continuous green line.

DATED this day of 20.....

SIGNED by the said Owner

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SIGNED by the said Company

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