



Wayleave Agreement

This agreement should be kept with the title deeds to your property.

Your Details:

Full Name:

Registered Company Name:

Registered Company No.:

Registered Address:

Postcode:

Telephone:

grant permission to Sohonet Limited ("Sohonet") and any subcontractor acting on behalf of Sohonet to install and maintain apparatus details of which appear below in, on, or under the Property

The Property:

Site Address:

Postcode:

Telephone:

Length of Agreement:

This agreement shall bind both of our successors in title and will remain in force for as long as Sohonet (or its successor transferee or assignee) shall have appropriate authorisations to run an electronic communications system in accordance with the Telecommunications Act 1984 (as amended by the Communications Act 2003). If the rules against perpetuities apply to any right granted by this Agreement this shall be the perpetuity period which shall apply to ensure that such right is not void for offending them.

The Apparatus:

Fibre Optic Cable and any other Electronic Communications Apparatus as defined the Communications Act 2003.

sohonet the surest path*

60 poland street
london w1f 7nt
uk

t +44 (0)20 7292 6900

f +44 (0)20 7292 6901

www.sohonet.co.uk

Acceptance by You:

I hereby agree to be bound by the mutual obligations of this Agreement.
Signed for and on behalf of (Registered Company Name, if applicable):
Signed:
Print Name:
Date:

Acceptance by Us:

Sohonet hereby agrees to be bound by the mutual obligations of this Agreement.
Signed for and on behalf of Sohonet:
Signed:
Print Name:
Date:

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SOHONET LIMITED
of 60 Poland Street, London W1F 7NT, registered number 3132110
("Sohonet")

In consideration of our mutual obligations to each other which are set out below

A. You will grant these rights to Sohonet

You grant Sohonet the right to:-

1. upon reasonable prior notice to you (save in the case of emergency) execute any works on the Property for or in connection with the installation, maintenance, adjustment, repair, alteration, replacement, removal or renewal of the Electronic Communications Apparatus;
2. keep and operate the Electronic Communications Apparatus installed on, under or over the Property;
3. enter the Property to inspect the Electronic Communications Apparatus kept installed on the Property (if appropriate);
4. pass and re-pass if reasonably necessary with or without vehicles and appliances over and along the roads within the Property to exercise the rights set out in A (1-3 inclusive) above.

B. Matters which you warrant to Sohonet and covenants you give to Sohonet

1. You warrant that you either own the freehold interest in the Property or that you have been granted a lease of the Property for a term of one year or more which allows you to grant the rights contained in this wayleave agreement to Sohonet.
2. You covenant that you will not use the Property so as to make any of the rights granted to Sohonet in (A) above substantially more costly or difficult to exercise.
3. You covenant that you will not do or allow to be done at the Property anything which might damage the Electronic Communications Apparatus in any way and that you will take all steps reasonably necessary to ensure that no one interferes with or tampers with the Electronic Communications Apparatus.
4. If you want to carry out works to refurbish, demolish or substantially reconstruct all or part of the Property and you require the Electronic Communications Apparatus to be removed or relocated or altered you covenant to give Sohonet as much notice of your proposed works as is reasonably practicable (and in any event not less than six calendar months prior notice in writing). Upon receipt of your notice we shall both agree to consult with each other and respectively use all reasonable endeavours to find alternative sites or routes for the Electronic Communications Apparatus as are reasonably acceptable to Sohonet and as are necessary to allow you to carry out your refurbishment, demolition or reconstruction.

C. Sohonet's obligations to you

1. Making Good Damage

Sohonet will do as little damage as possible in exercising the rights you give it under this Agreement and shall make good any damage caused to the Property by it in the exercise of its rights to your reasonable satisfaction.

2. Reinstatement

Sohonet will reinstate the surface of the ground above any underground cables as soon as it lays them and shall remain liable to you for any subsequent reinstatement works required as a result of its installation works for a further two years from the date on which the cable is laid.

3. Safety & Indemnity

i. In the exercise of the rights arising out of this Agreement Sohonet shall conduct its business so as to ensure so far as is reasonably practicable that any person or persons who may be affected thereby are not exposed to risks to their health or safety.

ii. Sohonet shall indemnify you against liability for claims for property damage or bodily injury made by third parties including associated costs, proceedings and damages arising out of the exercise by Sohonet of the rights granted by this Agreement save to the extent that an act or omission by you or a person for whom you are responsible has caused or contributed to such claims.

Provided that:

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a. you shall forthwith give written notice to Sohonet of all such claims, costs, proceedings and damages being threatened, brought, made or lodged against Sohonet in respect of the exercise of the rights granted by this Agreement and shall not admit liability or settle such claims, costs, proceedings and damages or make any payment on account of the same without the written consent of Sohonet except under an order of the Court of competent jurisdiction; and

b. in no circumstances shall Sohonet be liable in contract, tort or otherwise for any lost profits, business or contracts except that nothing in this Agreement shall exclude or restrict any liability of Sohonet which cannot by law be excluded or restricted.

D. Sohonet's right to assign

Sohonet may assign the benefit of this Agreement at any time.

E. General Provisions

1. Nothing in this Agreement or in the exercise by Sohonet of any right granted to it shall operate to transfer ownership of (or any rights in) the Electronic Communications Apparatus to you;

2. If Sohonet is hindered or delayed from performing any obligation under this Agreement by any event beyond its reasonable control its obligations under this Agreement shall be suspended for so long as that event continues and to the extent that it is so hindered or delayed.

3. This Wayleave Agreement will be governed by the Laws of England and Sohonet and you agree to submit to the jurisdiction of the English Courts.

F. Notices

1. Sohonet's address for service of notices is 60 Poland Street, London W1F 7NT. Any notice served on Sohonet should be addressed to the Managing Director. Your address for service shall be the address appearing overleaf or such other address as you shall notify in writing from time to time to Sohonet as being your address for service for the purpose of this Agreement.

2. Any notice given in connection with this Agreement shall be served in writing by registered or recorded delivery post or delivered by hand. In the former case the notice shall be deemed to have been served on the date occurring three working days after the date of delivery (or if the by hand delivery was not on a working day the first working day after delivery).

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