

Owner Wayleave Consent

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

This **Agreement** is dated _____ and is made between **You** and **Us**.

1. Definitions

In this **Agreement** the following definitions apply:

Act	means the Electricity Act 1989 as amended by the Utilities Act 2000
Electric Line(s)	has the meaning given in section 64 of the Act
Equipment	means Our equipment described in the Schedule
Plan	means the plan(s) numbered [] and [] attached to this Agreement
Property	means the land shown edged red on the Plan
Us/We/Our	means National Grid Electricity Distribution (licence area) plc, registered in England and Wales with number xxxx whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB
You/Your	means [] whose address is []

2. Confirmation and Consent**2.1 You confirm:**

- (a) **You own Your Property;**
- (b) no one apart from **You** or the other people **You** have told **Us** about in writing has legal rights to occupy **Your Property;**
- (c) no one apart from **You** or the other people **You** have told **Us** about in writing has legal rights over **Your Property** that affect **Your** consent in this **Agreement**.

2.2 For the duration of this Agreement, You allow Us and those authorised by Us to:

- (a) install **Our Equipment** in the approximate position shown on the **Plan** or other position agreed by **You**;
- (b) retain, maintain, repair, replace, inspect, adjust, renew and remove **Our Equipment** in the approximate position shown on the **Plan** or other position agreed by **You**;
- (c) fell or lop any tree hedge or other vegetation to allow a safe distance between the tree hedge or other vegetation and **Our Equipment**;
- (d) enter **Your Property** and other land owned by **You** next to **Your Property** with or without vehicles and machinery to carry out the activities mentioned in 2.2(a), 2.2(b) and 2.2(c).

3. You Promise Us**3.1 You will not:**

- (a) do or allow anything to be done on **Your Property** or other land owned by **You** next to **Your Property** that will interfere with or damage **Our Equipment** or interfere with the activities mentioned in 2.2;
- (b) plant any trees, shrubs or coppice wood that will interfere with **Our Equipment** or its use;

- (c) excavate within 1 metre of any underground **Equipment** or within 6.6 metres of any overhead **Equipment** without **Our** permission;
- (d) alter the level of the ground within 1 metre of any underground **Equipment** or within 6.6 metres of any overhead **Equipment** without **Our** permission;
- (e) construct or allow to be constructed any building, structure, other erection, machinery or materials within 1 metre of any underground **Equipment** or within 6.6 metres of any overhead **Equipment** without **Our** permission.

4. We Promise You

- 4.1 If **We** cause damage to **Your Property** or land owned by **You** next to **Your Property** when **We** carry out the activities referred to in 2.2 **You** must notify **Us** as soon as possible and then **We** promise to repair the damage to **Your** reasonable satisfaction or to pay reasonable compensation for that damage to **You**.
- 4.2 Except where any actions, claims, costs and expenses are made because of **Your** act, default or omission, **We** promise to indemnify **You** against all actions, claims, costs and expenses which are made against **You** because of **Our** default or negligence in carrying out the activities referred to in this **Agreement** as long as **You**:
- (a) tell **Us** in writing as soon as possible of such action or claim threatened or brought against **You**;
 - (b) allow **Us** to have exclusive conduct of anything arising from 4.2(a);
 - (c) take all reasonable steps to limit **Your** actual or possible loss arising from 4.2(a);
 - (d) do not admit liability or settle or agree anything without **Our** agreement.

We may at **Our** cost defend any action or claim in **Your** name.

5. Payment

In return for **Your** consent **We** will pay to **You** [£ each year based on **Our** scale of rates. This amount will be varied from time to time to take into account the rates recommended to member companies by the Energy Networks Association which arise from discussions with the National Farmers Union, the Farmers Union of Wales and the Country Land and Business Association.] [a one-off payment of £] [£ with an additional £ paid when **You** grant **Us** a legal easement]

6. Ending this Agreement

- 6.1 **You** can give **Us** twelve months' written notice to end this **Agreement**.
- 6.2 **We** can give **You** twelve months' written notice to end this **Agreement**.
- 6.3 Ending this **Agreement** will not affect **Our** rights set out in the **Act** or any other statute.

Schedule - Equipment

- (a) overhead **Electric Lines** being [] conductors and earthwires
- (b) [] towers, [] pole legs, [] stays and guards, wires and appliances necessary to support the overhead **Electric Lines**
- (c) underground earthing equipment
- (d) approximately [] metres of underground **Electric Lines** and necessary earthwires
- (e) [] pole legs, [] stays and guards, wires and appliances necessary to support the underground **Electric Lines**

Location: _____ Grid Ref: _____ Line: _____

SIGNED by You / Your Agent *delete as appropriate* _____ Dated / / _____

Please also sign the Plan

SIGNED for Us _____ Dated / /

SPECIMEN

YOUR ATTENTION IS DRAWN TO THE FOLLOWING:

Notice under Paragraph 6 of Schedule 4 to The Act

- 1 **We** are a licence holder under the **Act**.
- 2 In connection with **Our** activities as a licence holder, it is necessary for **Us** to install and retain **Our Equipment**.
- 3 **We** need **You** to agree to the installation and retention of **Our Equipment**.
- 4 If **Your** agreement is:
 - (a) not given within 28 days of the date on which this form was given or posted to **You**: or
 - (b) given on the basis of terms and conditions to which **We** object,**We** will have the right to apply to the Secretary of State to grant consent by way of a necessary wayleave subject to the terms and conditions and time period as **We** think necessary.

Summary of Our Powers under The Act

The Wayleave consent sets out the agreement between **You** and **Us**. For information, **We** also have the following statutory powers to install and retain **Electric Lines**.

- 1 **We** have the 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) under any land.
- 2 The above rights are only available to **Us** after **We** have provided the owner and/or occupier of the land with written notice of **Our** intention to install or retain any existing Electric Lines and the owner and/or occupier:
 - (a) notifies consent to **Us** 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 to be heard grants consent; or
 - (c) gives consent subject to terms and conditions which are either accepted by **Us** or if not accepted are referred to the Secretary of State who, after giving all parties concerned an opportunity to be heard, may grant consent.

Please Note: A copy of this Agreement should be kept with the Deeds to Your Property