



**NETWORK ACCESS AGREEMENT**  
**GWA108032/SW-YNEHAMN**

**A written agreement**  
**to allow access to install and maintain**  
**Electronic Communications Apparatus**

- This is a written agreement made under the Electronic Communications Code (set out in Schedule 3A to the Communications Act 2003) ('**the Code**').
- The purpose of the agreement is for You to allow us to place electronic communication apparatus on or under your property as part of Our communications network.
- This agreement has been approved by the Country Land and Business Association (CLA) and the National Farmers Union (NFU) together with the payment rates set out in this agreement
- We recommend You keep this agreement with your title deeds.

### SECTION 1 DETAILS OF AGREEMENT

<b>Commencement Date</b>	
<b>Property:</b>	Land at Lyneham, Chippenham.  <b>Land Registry Title Deed Reference - WT245282</b>
<b>Your details</b> (‘Property Owner’ ‘You’, ‘Your’)	Lyneham And Bradenstoke Parish Council of 22 Tennyson Road, Royal Wootton Bassett, Wiltshire SN4 8HL.
<b>Our details</b> (‘Gigaclear’, ‘We’ ‘Us’ ‘Our’)	<b>Gigaclear Ltd</b> whose registered office is at Building One, Wyndyke Furlong, Abingdon, Oxfordshire, OX14 1UQ (Registered in England No 07476617)
<b>Payment</b>	£3.90 per metre subject to a minimum payment of £100. Length of installation: 620.27 m  Joint/Cabinet: £468 per structure Number of Joints/Cabinets: 5  The total single payment is £4,759.05 <b>This is a one-off payment.</b>

This agreement consists of 3 sections: (1) these details (2) the terms and conditions and (3) the plan(s) showing the Property and the Works. Section 3 also sets out any dates where access is restricted (see clause 3.4)

**You confirm** that You are the freehold owner of the Property or You occupy the Property under a lease which has a term of one year or more. You understand that Your signature means that others are bound by this agreement under the terms of the Code (which will include a purchaser of the Property).

**We confirm** that Gigaclear Ltd is an Operator with powers granted by Ofcom under the Code (this includes Our agents, servants, employees, contractors and sub-contractors and anyone who takes over Our assets or business). By signing below, both parties accept the terms of this agreement:

**By signing below, both parties accept the terms of this agreement:**

	For and on behalf of Gigaclear Ltd
	Name
	Position
	Date

	For and on behalf of the Property Owner
	Name
	Date

## SECTION 2 - TERMS & CONDITIONS

### 1. Definitions used in this agreement

1.1 In addition to the terms defined in Section 1 above, the following definitions apply in this agreement:

- 1.1.1 'Apparatus' has the same meaning as 'electronic communications apparatus' in the Code and includes fibre optic cables and any conduits, pipes, ducts, terminals or transmission equipment and any associated or ancillary apparatus
- 1.1.2 'Works' includes civil and cable work necessary to exercise any or all of the rights granted in this agreement

### 2. Gigaclear's Rights

2.1 You agree that We have the right to:

- 2.1.1 execute Works at the Property in connection with the exercise of any of Our rights;
- 2.1.2 install Our Apparatus on, under, or over Your property as detailed in the plan and the description and keep it installed, use and operate it;
- 2.1.3 inspect Our Apparatus;
- 2.1.4 repair and maintain Our Apparatus;
- 2.1.5 upgrade Our Apparatus;
- 2.1.6 remove Our Apparatus;
- 2.1.7 add further cables in existing duct; and
- 2.1.8 enter the Property to exercise any of the above rights (save on the dates notified under clause 3.4 below).

### 3. Gigaclear's Responsibilities

3.1 We agree to:

- 3.1.1 pay the Payment to You before installing any Apparatus. If We make a change to some or all of the apparatus to which this agreement applies We will write to you. If this means a further payment is due to You as a result of either an extension of cable or the addition of a cabinet or joint box or both, We will make that payment;
- 3.1.2 give as much written notice as reasonably possible (which shall be no less than 7 days' notice) of Our intention to enter the Property to exercise Our rights under this agreement (except in an emergency where We will endeavour to contact you before coming onto your Property);
- 3.1.3 carry out Works in a good and workmanlike manner and taking all reasonable precautions to avoid obstruction to or interference with the use of the Property;
- 3.1.4 install Our Apparatus so as not to interfere with any normal foreseeable agricultural use of the Property as at the date of installation;
- 3.1.5 maintain the Apparatus in good repair;
- 3.1.6 where We break open the ground on Your property, as far as is reasonably practicable, reinstate it to its former condition;
- 3.1.7 lay underground cables at the depth prescribed by the National Joint Utilities Group guidelines (<http://streetworks.org.uk/wp-content/uploads/2018/11/VOL-1-reviewed.pdf>) or greater depending on and taking into account the state and nature of the land. We will agree with You the most appropriate depth up to 900mm depending on the agricultural, or other, use of the land;
- 3.1.8 maintain insurance with a reputable insurance company against any liability to the public or other third party liability in connection with any injury, death, loss or damage to any persons or property belonging to any third party arising out of the exercise by the Operator of the rights granted under this Agreement, and provide details of such insurance and evidence that it is in force to the Grantor upon reasonable request.

3.2 If we need to bring vehicles or heavy machinery onto Your property or We see or think there may be livestock in the field, We must ask You before taking entry unless it is an emergency.

3.3 We will agree with You and use only defined access routes across Your Property

3.4 Save in the case of an emergency and provided that You have given us not less than 14 working days prior written notice of such dates, We shall not be permitted to access the site according to the dates listed at the end of this agreement where You wish to restrict non-emergency access for genuine operational reasons.

You shall not be able to prevent us from accessing the site for any more than five (5) prohibited dates in any calendar year.

#### **4. Liability and Insurance**

- 4.1 We will use reasonable endeavours to minimise physical damage in carrying out the Works and shall make good to Your reasonable satisfaction any damage We cause up to a maximum limit of £1,000,000 (one million pounds).
- 4.2 We agree to be responsible for any claims made against you (up to a maximum limit of £5,000,000) if someone makes a claim against You as a result of Our Works provided that:
  - 4.2.1 You did not cause or contribute towards the claim;
  - 4.2.2 You give Us immediate notice of any claim;
  - 4.2.3 You do not settle any part of any such claim without Our written permission (which shall not be unreasonably withheld or delayed).
- 4.3 Gigaclear does not exclude or restrict its liability for death or personal injury caused by its negligence or that of its employees, subcontractors or agents acting in the course of their employment or agency.
- 4.4 We will compensate for any loss of Basic Payment (BP) under the Basic Payment Scheme (BPS) or for loss or penalty under any agri-environment scheme and/or any payments under any other successor statutory land management scheme or voluntary agri-environment scheme unavoidably incurred as a consequence of us carrying out installation works:
  - 4.4.1 where eligible land is taken out of production and which does not qualify for payment;  
or
  - 4.4.2 where losses arise (including losses arising from a breach of cross compliance or other land management obligations) as a consequence of us carrying out installation works.
- 4.5 We will undertake to use reasonable endeavours to provide the owner and the occupier with such reasonable information as it has available to enable BPS, agri-environment and such like payments to be obtained.
- 4.6 We will indemnify (compensate) You or the occupier for losses or penalties incurred under any land management scheme as governed by EU Regulation 1305/2013, 1307/2013 and EU Commission Regulations and or any successor scheme as a result of us exercising Our rights.
- 4.7 In the event of an outbreak of infectious animal or plant disease in the area We and Our contractors will observe any precautions and bio-security measures recommended by Department for the Environment Food and Rural Affairs (DEFRA) or Welsh Government as appropriate or such replacement organisation for the purpose of preventing the spread of the disease and We will comply with Your reasonable day to day guidance and instructions with respect to bio-security conditions.
- 4.8 Before works commence We will ask You to advise us of any fishing and or other sporting rights that may exist on Your property. We will take all reasonably practicable steps to protect these fishing and other sporting rights from disruption and will pay compensation for direct for any loss or damage to such rights arising out of any of Our works undertaken on restricted days agreed under clause 3.4 above
- 4.9 Except as set out in this agreement, We do not accept liability for any direct or indirect losses whether based on a claim in contract, tort (including negligence) breach of statutory duty, misrepresentation or otherwise arising out of, or in relation to this Agreement.

#### **5. Your Responsibilities**

- 5.1 You acknowledge that Gigaclear owns the Apparatus at all times.
- 5.2 You and anyone You are responsible for, must not cause damage to or interfere with Our Apparatus or its operation and shall not permit any third party to do the same.
- 5.3 You may not, without Our prior written consent, place, build or plant anything on Your property which denies us reasonable access to or will interfere with Our Apparatus but this does not apply to pre-existing trees or other vegetation.

#### **6. Redevelopment**

- 6.1 If You intend to redevelop all or part of the Property and could not reasonably do so unless Our Apparatus is removed, You must provide us with notice in writing as set out in clause 7 below. If You propose a suitable alternative position for the Apparatus on Your land, We will endeavour, within a reasonable period after

receipt of Your notice and proposed new route, to alter the Apparatus to the new route You have indicated at no cost to You, or to negotiate an alternative route with You.

6.2 If the Apparatus is relocated, the provisions of this agreement will continue to apply to the property and the Apparatus in the altered location

## **7. Ending this Agreement**

7.1 We may end this agreement by giving You six months' notice. This agreement will also end if We permanently remove all Our Apparatus from the Property.

7.2 You may end this agreement by giving us not less than 18 months' prior written notice under paragraph 31 of the Code if You intend to redevelop all or part of the Property and could not reasonably do so unless the agreement is ended and an alteration under Clause 6 above is not possible.

7.3 You may end this agreement by giving us 18 months' written notice under paragraph 31 of the Code if:

7.3.1 this agreement ought to come to an end as a result of substantial breaches by us of Our obligations under the agreement;

7.3.2 We have persistently delayed making payments due to You under the terms of this Agreement;

7.3.3 the prejudice caused to You by the continuation of this Agreement is incapable of being adequately compensated by money and the public benefit likely to result from the continuation of the Agreement does not outweigh the prejudice to You.

7.4 This agreement will remain in force until the Apparatus is no longer required unless terminated in accordance with the above.

## **8. Notices**

8.1 The procedure for sending notices under this agreement is set out in the Code. We will send notices to Your address shown on page 2 of this agreement. You must send any notice in writing to Our address at page 2.

## **9. General**

9.1 If any dispute arises between the parties concerning the interpretation of this Agreement, the parties will resolve that dispute by negotiations for a period of no more than 30 days. If the dispute is urgent or unresolved after 30 days, the dispute will be referred to a single arbitrator where the parties can agree on one, or otherwise to an arbitrator appointed by the President of the Royal Institution of Chartered Surveyors on the application of either party, and in any case the Arbitration Act 1996 or any statutory amendment or re-enactment will apply to the reference.

9.2 This Agreement will be governed by the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.



(Highlighted area denotes adopted highways)

