

# WAYLEAVE AGREEMENT

## Electricity Act 1989

This Agreement dated **16<sup>TH</sup> SEPTEMBER 2022** is made between:

### 1. PARTIES:

- 1.1 The Company being Electricity North West Limited (Company Number 2366949) whose registered office is at Borron Street, Portwood, Stockport, Cheshire, SK1 2JD
- 1.2 You being THE LANCASHIRE COUNTY COUNCIL of County Hall Preston PR1 8XJ the freehold owner of the Property and includes the owner or owners for the time being of the Property

### 2 DEFINITIONS:

- 2.1 "the Act" means the Electricity Act 1989;
- 2.2 "Apparatus" means the electric line and/or electric plant (as defined in Section 64 of the Act) installed and to be installed on under or over the Property and further described in the Schedule;
- 2.3 "Property" means the property known as 1 Garstang Road Bowgreave PR3 1YD and owned by You and registered at the Land Registry under title number LAN95965;
- 2.4 "Plan" means the plan(s) numbered EW.A3.35984Rev1 attached to this Agreement.

### 3 TERMS & CONDITIONS:

**Ownership:** You confirm that you are the owner of the Property and warrant that no other person(s) is/are entitled to occupation of the Property or have any rights over the Property which would restrict the rights and the Consent granted by this Agreement.

In the event it transpires that you are not the owner of the Property at the date of this Agreement and not entitled to a Payment under this Agreement or make a dishonest false representation (as defined by S1 the Fraud Act 2006) in respect of this Agreement the Company will be entitled to recover from You any Payment made to You together with all reasonable costs associated with any such recovery.

**Consent:** You consent to the Company and its agents, contractors and employees:

- (i) installing, retaining the Apparatus in the position(s) (or as near as may be) indicated on the Plan;
- (ii) maintaining, repairing, inspecting, adjusting, replacing, renewing, supplementing and removing the Apparatus;
- (iii) cutting, felling or lopping any tree or hedge which obstructs or interferes with or may obstruct or interfere with the Apparatus; and

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- (iv) entering on the Property with or without vehicles, plant and machinery at all reasonable times on reasonable notice (and at all times in the event of an emergency) for any of the purposes aforesaid.

**Damage:** If the Company causes any damage to the Property in carrying out any works to the Apparatus or by any inspection or removal of the Apparatus you must notify the Company as soon as reasonably possible and the Company will either make good the damage to your reasonable satisfaction or pay You reasonable compensation for the damage caused.

As well as your normal legal rights we will indemnify (compensate) You up to £5,000,000.00 if someone makes a claim against You arising out of the Company's negligence as a result of the Company installing or keeping the Apparatus on the Property as long as:

- (i) You did not cause or contribute to the claim;
- (ii) You do not make any payments or admit liability;
- (iii) You let us know straight away when You hear about a possible claim; and
- (iv) The Company may take over the conduct of the claim and You assist the Company as required.

**Safety and maintenance:** The Company will ensure the Apparatus is kept in good repair and in safe condition accordance with the Act or any statutory modification or re-enactment of the Act and any Regulation made under such Act.

**Payment:** In consideration of You giving Consent the Company will make an annual payment to You in accordance with Electricity North West Limited's Schedule of Wayleave Payments or any revision of it (a copy of which will be supplied by the Company to You upon request) and the first payment being apportioned from the date of this Agreement.

**Termination:** This Agreement shall remain in force unless terminated by either the Company or You giving to the other no less than twelve months' notice and following termination the Company shall remove the Apparatus (except for redundant Apparatus belonging to the Company under the Property that can be made dead and safely abandoned) and restore the Property to the reasonable satisfaction of You or your tenants but without prejudice to the rights of the Company under the Electricity Act 1989 or any statutory modification or re-enactment thereof and any Regulation made under such Act.

**Miscellaneous:**

- (i) This Agreement is subject to any statutory rights that the Company may enjoy for the time being in force;
- (ii) You shall not do or permit anything to be done in or upon the Property which may in any way interfere with or damage the Apparatus or which makes it materially more difficult for the Company to exercise the rights granted by this Agreement including the planting of trees shrubs or coppice;
- (iii) It is agreed that Apparatus described in the Schedule may be varied by the substitution of a new Schedule and Plan detailing the change in Apparatus or location of the Apparatus on the Property provided that You and the Company sign and date any new Schedule and Plan and append it to this Agreement;

(W5 Annual Payment)

- (iv) Any new Schedule and Plan substituted in accordance with (iii) will constitute the agreement of You and the Company to vary this Agreement and will be read and construed as forming part of this Agreement; and
- (v) This Agreement replaces and supersedes any previous agreements in respect of the Apparatus on the Property.

## THE SCHEDULE

### THE APPARATUS

1. One or more underground electric lines and electrical plant and any ancillary apparatus required in connection therewith in the position shown on the Plan by a dashed red line.
2. The installation of any electrical earthing or ancillary equipment necessary for the safe and efficient operation of the Company's Apparatus.

*Roma Birtles*  
SIGNED by **GARY JONES**  
~~Estate Manager~~ *SENIOR SOUNDER*

*R. Jones*  
.....  
Duly Authorised to Sign For and Behalf of **THE LANCASHIRE COUNTY COUNCIL**

**NOTE: PLEASE ALSO SIGN THE PLAN ATTACHED**

SIGNED for and on behalf of **Electricity North West Limited**

*Gregg Davies*  
.....  
**GREGG DAVIES**  
Land Rights and Consents Manager





Key

Underground Cable - - - - -

*R Sutcliffe*

Rev1 21/06/2022 AB/RS

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Reference Number N-1097

Electricity North West Limited registered office, BORRON STREET, PORTWOOD, STOCKPORT, CHESHIRE, SK1 2JD  
Registered number 2366949 (England)

Originator A Bedford  
Drawn by R Sutcliffe

Grid Ref SD4944-73



Title. 1 Garstang Road, Bowgreave, PR3 1YD.

Scale 1:1000

Date 21/01/2022

Drg.No.EW.A3.35984