

This Wayleave Agreement is made on 2024 in respect of the installation of electronic communication apparatus at **The Green, Flempton, Bury St. Edmunds, IP28 6EL** Title: **Unregistered ("Property")** between:

Flempton cum Hengrave Parish Council of ("You"); and
CityFibre Metro Networks Limited (company number 06586002) whose registered office is at 15 Bedford Street, London WC2E 9HE ("**CityFibre**").

"**Apparatus**" means the electronic communications apparatus (consisting of fibre optic cable, associated apparatus and ducting) to be installed and maintained by CityFibre.

"**Route**" means the strip of land one metre or thereabouts in width running over and to either side of the land which is shown coloured red on the plan annexed at Annex One to this Wayleave Agreement ("**Plan**").

"**Term**" means for such period as this Wayleave Agreement continues in force until determined in accordance with the Code.

"**Works**" means the works for the installation of the Apparatus or the relocation or alteration upon your request.

This Wayleave Agreement is made pursuant the Electronic Communications Code set out in Schedule 3A of the Communications Act 2003 (as amended by the Digital Economy Act 2017, and as may be further amended, modified, replaced or re-enacted) (the 'Code') and the terms of the Wayleave Agreement apply to You and to any other party to whom the Code applies in relation to the Property and to CityFibre and its contractors, assignees and successors.

1. You grant CityFibre the right to install and keep installed its Apparatus on, in, under and over the Route.
2. You grant CityFibre for the Term permission (with or without workmen) to enter on to the Property to carry out the Works required to install its Apparatus along the Route and to adjust, maintain, inspect, repair, alter, operate, upgrade replace or remove the Apparatus as required providing that CityFibre first gives You as much notice as reasonably practicable (except in the case of an emergency).
3. CityFibre shall reinstate and make good those parts of the Property damaged by the Works and restore them to the same state and condition as if the Works had not been carried out.
4. CityFibre shall ensure that the Works are carried out and completed:
 - (i) in a good and workmanlike manner and with good and suitable workmanship and materials;
 - (ii) to the reasonable satisfaction of You or your representative;
 - (iii) in compliance with all relevant permissions, consents, approvals, Acts of Parliament, bye-laws and regulations; and
 - (iv) within a reasonable period of time from the date of this Wayleave Agreement.
5. CityFibre shall be liable to You for all losses and costs (limited to reasonable losses and costs where such costs are within your control) arising from a breach of any obligation of CityFibre under this Wayleave Agreement including in respect of any damage caused by the Works or the retention and use of the Apparatus or anything done by CityFibre in exercising its rights under this Wayleave Agreement and such liability shall not exceed £10,000,000 (ten million pounds) in aggregate. Nothing in this Clause 5 shall serve to limit or exclude liability arising as a result of personal injury or death caused by negligence or as a result of fraud, fraudulent misstatement or any other liability that is not lawful to limit or exclude.
6. If You reasonably require an alteration to the Route to enable the redevelopment or change of use at the Property, You will consult with CityFibre in order to find an alternative route which is to the reasonable satisfaction of both parties.
7. CityFibre shall at all times remain the owner of the Apparatus installed along the Route under this Wayleave Agreement.
8. You will use all reasonable endeavours not to interfere or tamper with the Apparatus (nor permit others to do so) nor do or cause or permit to be done on the Property anything likely to cause damage or injury to the Apparatus.
9. You may end this Wayleave Agreement on written notice to CityFibre in accordance with the Code.
10. CityFibre may end this Wayleave Agreement upon 6 months' notice to You.
11. These terms and conditions are governed by English law and are subject to the jurisdiction of the English courts.
12. This Wayleave Agreement may be signed in more than one document and in a number of duplicate counterparts.

Signature (You):

Signature (CityFibre):.....

Print Name:

Print Name:.....

Date:

Date:.....

Tel:

E-mail:

Annex One – Plan