



## Seaford Town Council

### Seaford Town Council Full Council Agenda – 11 September 2025

#### To the Members of the Full Council

Councillors S Adeniji, S Ali, L Boorman, C Bristow, R Buchanan, S Dubas, S Dunn, F Hoareau, O Honeyman, R Honeyman, J Lord, S Markwell, O Matthews, J Meek, G Rutland, L Stirton, R Stirton, I Taylor, L Wallraven and M Wearmouth

An **Extraordinary meeting** of the **Full Council** will be held at **Council Chambers, 37 Church Street, Seaford, BN25 1HG** on **Thursday, 11 September 2025** at **7.00pm**, which you are summoned to attend.

Steve Quayle,  
Town Clerk

3 September 2025

#### PLEASE NOTE:

- **PUBLIC ARRIVAL TIME IS BETWEEN 6.45PM – 6.55PM, AFTER WHICH THE FRONT DOOR WILL BE LOCKED AND PUBLIC WILL NOT BE ABLE TO GAIN ACCESS TO THE MEETING**
- The meeting will be recorded and uploaded to the Town Council's YouTube channel shortly after the meeting.
- See the end of the agenda for further details of public access and participation.

### AGENDA

#### 1. Apologies for Absence

To consider apologies for absence.

#### 2. Disclosure of Interests

To deal with any disclosure by Members of any disclosable pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.

### 3. Petitions

In accordance with the Town Council Petitions Policy, this is a standard agenda item to facilitate any public petitions being presented to, and noted by, Full Council. Please note, that this would not prompt a discussion on the petition at this meeting.

### 4. Public Participation

To deal with any questions, or brief representations, from members of the public physically in the meeting room, in accordance with relevant legislation and Seaford Town Council Policy.

### 5. Minutes

To note the following minutes, approving or not approving recommendations as required:

5.1	Assets & Facilities	22 May 2025	<a href="#"><u>22.05.25 Assets &amp; Facilities Draft Minutes</u></a>
5.2	Extraordinary Full Council	5 August 2025	<a href="#"><u>05.08.25 Extraordinary Full Council Draft Minutes</u></a>
5.2	Planning & Highways	7 August 2025	<a href="#"><u>07.08.25 Planning &amp; Highways Draft Minutes</u></a>

### 6. [Land Registration Legal Costs](#)

To consider report 66/25 requesting Full Council's approval to authorise additional expenditure from General Reserves to undertake long overdue historical asset transfers, first registrations, statutory declarations and changes of address at HM Land Registry (pages 6 to 9).

### 7. [Wayleave Agreement Request](#)

To consider report 67/25 introducing a request for telecommunications equipment to be installed on land owned by the Town Council by way of a 'Wayleave Agreement' (pages 10 to 22).

### 8. Exclusion of the Press & Public

The Chair will move that in accordance with the Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded from the meeting during the discussion on the next item of business for the reasons as set out below.

The resolutions of the item will be recorded publicly in the minutes of this meeting.

*The Proper Officer considers that discussion of the following items is likely to disclose exempt information as defined in the Local Government Act 1972 and Data Protection legislation and may therefore need to take place in private session. The exempt information reasons are shown alongside each item below.*

*Furthermore, in relation to paragraph 10 of Schedule 12A, it is considered that the public interest in maintaining exemption outweighs the public interest in disclosing the information.*

## **9. External Auditor Objection 2 - EXEMPT**

To consider exempt report 72/25 requesting that Full Council agree the Town Council's formal response by resolution to the objection submitted to the External Auditor in relation to a conflict of interest in the 2024 concessions process (exempt pages).

*Reason for exemption: to consider commercially sensitive arrangements relating to the financial and business affairs of the Town Council's assets.*

*Explanation of Reason: under the Freedom of Information Act 2000 s43(1), disclosure of this report would likely prejudice the commercial interests or activities of any party.*

## **AGENDA NOTES**

### **For further information about items on this Agenda please contact:**

Steve Quayle, Town Clerk, 37 Church Street, Seaford, East Sussex, BN25 1HG

Email: [meetings@seafordtowncouncil.gov.uk](mailto:meetings@seafordtowncouncil.gov.uk)

Telephone: 01323 894 870

### **Circulation:**

All Town Councillors and registered email recipients.

### **Public Access:**

Members of the public looking to access this meeting will be able to do so by:

1. Attending the meeting in person.

Due to health and safety restrictions, the number of public in attendance will be limited. The Town Council therefore asks that you contact

[meetings@seafordtowncouncil.gov.uk](mailto:meetings@seafordtowncouncil.gov.uk) or 01323 894 870 to register your interest in attending at least 24 hours before the meeting.

Spaces will be assigned on a first come, first served basis.

Please note that if you don't register and just attempt to turn up at the meeting, this could result in you not being able to attend if there is no space.

OR

2. Watching the recording of the meeting on the [Town Council's YouTube channel](#) , which will be uploaded after the meeting has taken place.

### **Public Access to the Venue:**

If you are attending the meeting in person, please arrive between 6.45 – 6.55pm where you will be shown into the meeting for a 7.00pm start.

Please note that the front door of the building will be locked at 6.55pm and remain locked during the meeting for security reasons. As such, if you arrive after this time, you will not be able to access the meeting.

When members of the public are looking to leave, they must be escorted out of the building by a Town Council officer. There is also a signposted back door which can be exited through if required.

Entrance through the rear fire escape of the building will not be allowed

## **Public Participation:**

Members of the public looking to participate in the public participation section of the meeting must do so in person, by making a verbal statement during the public participation section of the meeting.

Below are some key points for public participation in the meeting:

1. Your statement should be relevant to the activities of the Town Council.
2. You will only be able to speak at a certain point of the meeting; the Chair of the meeting will indicate when this is.
3. You do not have to state your name if you don't want to.
4. If you are unsure of when best to speak, either query this with an officer/councillor ahead of the meeting or raise your hand during the public participation item of the meeting and ask the Chair – they will always be happy to advise.
5. When the Chair has indicated that it is the part of the meeting that allows public participation, raise your hand and the Chair will invite you to speak in order.
6. Statements by members of the public are limited to four minutes and you don't automatically have the right to reply. The Chair may have to cut you short if you overrun on time or try to speak out of turn – this is just to ensure the meeting stays on track.
7. Where required, the Town Council will try to provide a response to your statement but if it is unable to do so at the meeting, may respond in writing following the meeting.
8. Members of the public should not speak at other points of the meeting.
9. A summarised version of your statement, but no personal details, will be recorded in the minutes of the meeting.

## **Public Comments**

Members of the public looking to submit comments on any item of business on the agenda can do so in writing ahead of the meeting and this will be circulated to all councillors.

Comments can be submitted by email to [meetings@seafordtowncouncil.gov.uk](mailto:meetings@seafordtowncouncil.gov.uk) or by post to the Town Council offices.

<b>Report No:</b>	<b>66/25</b>
<b>Agenda Item No:</b>	<b>6</b>
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>11 September 2025</b>
<b>Title:</b>	<b>Land Registration Legal Costs</b>
<b>By:</b>	<b>Natalie Simpson, Assets and Contracts Manager</b>
<b>Purpose of Report:</b>	<b>To request Full Council's approval to authorise additional expenditure from General Reserves to undertake long overdue historical asset transfers, first registrations, statutory declarations and changes of address at HM Land Registry</b>

## **Actions**

### **Full Council is advised:**

1. To consider the contents of the report and ask questions.
2. To move to a vote on recommendation 1 below.
3. To move to vote on **any or all of** a), b), c) **and/or** d) within recommendation 2 below

## **Recommendations**

### **Full Council is recommended:**

1. To note the contents of this report.
2. To agree to the additional expenditure from General Reserves to pay for legal fees and other costs needed to undertake a) historical asset transfers, and b) first registrations, and c) statutory declarations, and d) to register the Town Council's change of address on land already registered.

## 1. Background

- 1.1 Multiple parcels of land were transferred from Lewes District Council to the Town Council by way of three 'Transfer of Assets' agreements dated 9 October 2001, 18 December 2003 and 7 June 2005.
- 1.2 A large proportion of this land has inexplicably never been registered at HM Land Registry (HMLR) by the Town Council since that time.
- 1.3 Section 52 of the Law of Property Act 1925 provides that conveyances of land or any interest in land must be made by deed to be legally effective in creating or transferring a legal estate.
- 1.4 The Town Council has long been aware that this is an outstanding piece of work that has not previously been undertaken and is now long overdue. It has only been since the recruitment of the Assets & Contracts Manager earlier in 2025 that the full scale of this issue has been uncovered.
- 1.5 This work has not been budgeted for in the 2025-26 budgeting process, and hence the request now is for this to be funded as additional expenditure from General Reserves.

## 2. Information

- 2.1 To affect this process, title documents will need to be obtained for the relevant parcels of land.
- 2.2 The work needing to be carried out can be split into 4 categories.
- 2.3 **Category 1 (Historical Asset Transfers)** – Eleven parcels of land need to be legally transferred from the District Council to the Town Council by way of a Transfer Deed.
- 2.4 **Category 2 (First Registrations)** – Eight pieces of land need to have their first registration undertaken as they currently remain unregistered parcels of land. This would ensure the Town Council is registered as the proprietor.
- 2.5 Some of these parcels of land will need a legal process to be undertaken called an 'epitome of title', and in other cases the Town Council will need to produce evidence of the land ownership.
- 2.6 **Category 3 (Statutory Declarations)** – Nine parcels of land remain registered in the name of 'Urban District Council Seaford' (UDCS), not Seaford Town Council. These will require a statutory declaration or statement of truth prepared and sworn by a solicitor to effect the change.

- 2.7 **Category 4 (Change of Address)** – Across multiple titles of land that have been previously registered correctly by the Town Council, the organisation's address remains incorrectly detailed as Hurdis House on the HMLR proprietorship register. Separate applications will need to be made against each title to correct these.

### **3. Next Steps**

- 3.1 Although these tasks may sound like relatively simple administrative processes, it is anticipated that considerable Officer time will be expended collating historical deeds and documents held by the Town Council and District Council to support the HMLR applications.
- 3.2 Formal valuations will be needed for many of these parcels of land for inclusion in the applications if the District Council do not hold valuations.
- 3.3 The Town Council will need instruct a solicitor to progress much of this work in liaising with the District Council's Legal Team and submitting applications to HMLR.
- 3.4 Officers believe it is important that Category 1 and Category 2 activities are carried out as soon as possible.
- 3.5 Category 3 is less urgent, but is recommended to be progressed as soon as Officer time and finances allows.
- 3.6 Category 4 can potentially be carried out at a later date and it may be sensible to delay this work until the 2026/2027 financial year. It is, however, good practice to ensure that the correspondence address on title registers is kept up to date so that any formal notices or applications addressed to the Town Council are received at 37 Church Street instead of potentially being lost by being sent to Hurdis House.
- 3.7 HMLR are currently taking up to eighteen months to complete new applications for transfers and first registrations unless there are special grounds for an application to be expedited.
- 3.8 Beneficial ownership passes to the Town Council upon submitting the request and therefore, whilst any application will remain pending at HMLR for some time to come, the Town Council would be able to treat the land as its own as soon as the application is submitted and acknowledged.

### **4. Financial Appraisal**

- 4.1 Estimated total fees for each category are as follows:



4.2 Category 1: Estimated £6,000 plus VAT.

- a) Each title will cost £450, plus VAT in solicitor's fees, plus disbursements, plus HMLR application fees which are charged on the market value of each registered title.

4.3 Category 2 (District Council owned): Estimated £6,500 plus VAT\*.

- a) Each application will cost £750 plus VAT in solicitor's fees, plus HMLR application fees to register the transfer charged on the market value of each.
- b) This is on the basis that the District Council are to prepare and send the 'epitome of title' to register the Transfer.

4.4 Category 2 (Town Council owned): £8,000 plus VAT\*

- a) If the Town Council holds evidence of ownership, the solicitor's fees for first registration would be £950 plus VAT per application, plus HMLR application fees charged on the market value of the land.

*\* It is unknown until work progresses how many of the eight Category 2 parcels of land will fall into 'District Council' or 'Town Council' owned groups, so the £8,000 total above imagines the worst-case scenario.*

4.5 Category 3: Total of £4,050 plus VAT

- a) Each application will cost £450, plus VAT in solicitor's fees.

4.6 Category 4: Estimated fees £750, plus VAT

- a) Each change will cost £65, plus VAT, for initial index map search information. The overall fees for this category are estimated as the number of titles affected is unknown until the initial index map search has been carried out.

4.7 Total estimated expenditure £22,560, including VAT. Officers acknowledge this is a large unbudgeted cost to come out of General Reserves.

## **5. Contact Officer**

5.1 The Contact Officer for this report is Natalie Simpson, Assets & Contracts Manager.



## Seaford Town Council

<b>Report No:</b>	<b>67/25</b>
<b>Agenda Item No:</b>	<b>7</b>
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>11 September 2025</b>
<b>Title:</b>	<b>Wayleave Agreement Request</b>
<b>By:</b>	<b>Steve Quayle, Town Clerk</b>
<b>Purpose of Report:</b>	<b>To introduce a request for telecommunications equipment to be installed on land owned by the Town Council by way of a 'Wayleave Agreement'</b>

### **Actions**

#### **Full Council is advised:**

1. To consider the paper and attached Appendices
2. To move to a vote on the motions below: 1, and 2a OR 2b

### **Recommendations**

#### **Full Council is recommended:**

1. To note the contents of the report  
*If Councillors are content with the information contained herein:*
  - 2a. To delegate power to the Town Clerk to enter into the agreement with BT Openreach having first obtained legal advice that does not raise any material concerns.*Or, in the alternative:*
  - 2b. To instruct the Town Clerk to obtain legal advice and bring that advice back for further consideration at a future Full Council meeting.

## **1. Information**

- 1.1 In late July 2025 the Town Council was approached by Paralaw (UK) Ltd, a law firm acting on behalf of BT Openreach. Their request is to install

telecommunications equipment (a Pole) on Town Council land, which is best described as the Recreation Garden in front of Steyne Court, Steyne Road (the land behind the sunken garden). Please see **Appendix A** for a site plan of the location.

- 1.2** Their request is detailed at **Appendix B**, but in brief: *“We need to install some new apparatus on your land at the address provided above. This apparatus is required to improve the connectivity coverage in the local area and your assistance to support this as a priority would be appreciated. We have surveyed the route from our telephone exchange to the customers premise(s), and it has been identified that we need to install new apparatus on your land to provide the service.”*
- 1.3** Whilst this is technically not a ‘disposal of land’, the Town Council’s Scheme of Delegations does not cover this niche scenario, so it was thought best to bring this to Full Council for approval.

## **2. Information**

- 2.1** BT Openreach’s lawyers have advised that they wish to install *“1 Pole with all associated wiring and cables”*.
- 2.2** Officers have spoken with the lawyer who has advised the following:
- (a)** They prefer to install such devices with the agreement of the landowner.
  - (b)** Where approval is not forthcoming, they may look for an alternative site nearby, or they may apply to the Lands Tribunal to provide them with an Order giving them the right to install the equipment without the landowner’s consent.
  - (c)** There would be no responsibility or liability upon the Town Council to insure the Pole.
  - (d)** BT Openreach will indemnify the Town Council up to £5 million for liability caused by the Pole in the event it were to cause damage or injury, as long as the Town Council has not caused or contributed to the claim being made. This is detailed in **Appendix C**.
  - (e)** It is not common practice to consult local residents with these requests, and the Pole does not require planning permission.
  - (f)** BT Openreach will pay the Town Council £157.50 compensation as a one-off payment. This amount is non-negotiable.

- (g) BT Openreach will contribute up to £750+VAT for the Town Council's costs in obtaining legal advice, solely for them to provide us with an explanation of the agreement and the Town Council's rights under the legislation. They will not reimburse the Town Council's legal costs for amendments or redrafting of the agreement.
- (h) BT Openreach will contribute up to £275 + VAT for the Town Council's costs in commissioning an agent/surveyor, if deemed necessary.

**2.3** The Operations & Facilities Manager has considered this request from an operational standpoint and has advised they have no reasonable objections to the request. They have confirmed no events are held on this piece of land.

### **3. Financial Implications**

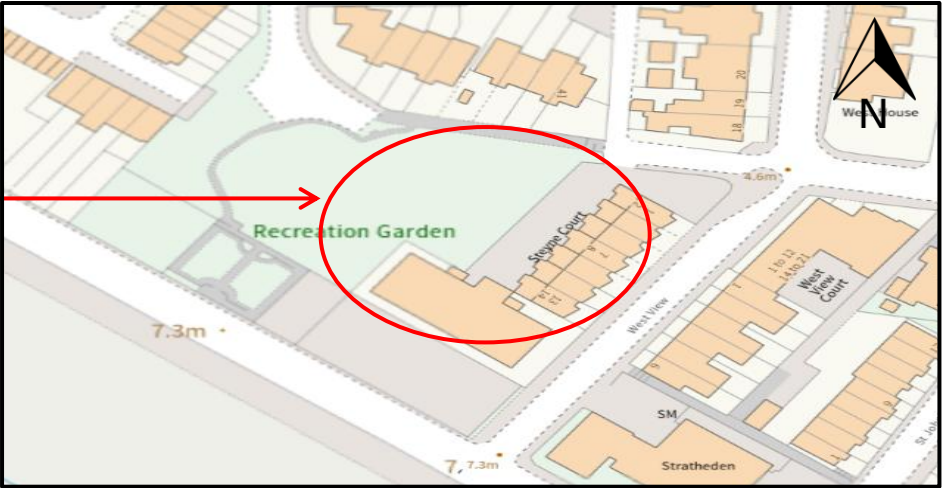
- 3.1** There are no direct financial implications of this report, so long as the Town Council instructs solicitors to solely explain the agreement and the Town Council's rights under the legislation, and then subsequently approves the request.
- 3.2** If the Town Council were to obtain the legal advice and then subsequently refuse the request, these legal costs would not be recoverable.
- 3.3** If the Town Council refused the request, the request would then either be moved to an unknown alternative location (which may or may not be Town Council land), or alternatively this matter may be pursued by BT Openreach at the Lands Tribunal, detailed in **Appendix D**, which would likely prove an expensive course of action for the Town Council to embark upon.

### **4. Contact Officer**

- 4.1** The Contact Officer for this report is Steve Quayle, Town Clerk.



SITE LOCATION  
(SCALE 1:25,000)



SITE LOCATION  
(SCALE 1:5,000)

openreach

Exchange Area:  
SEAFORD

WL/SA No:  
WL375130

Map Reference:  
548103,98862

Planning Reference:  
OGEEA0924865

Date:  
22/07/2025

Site Address:  
  
LAND ON THE NORTH  
EAST SIDE OF ESPLANADE,  
SEAFORD BN25 1DF

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**Exchange Area:**  
SEAFORD

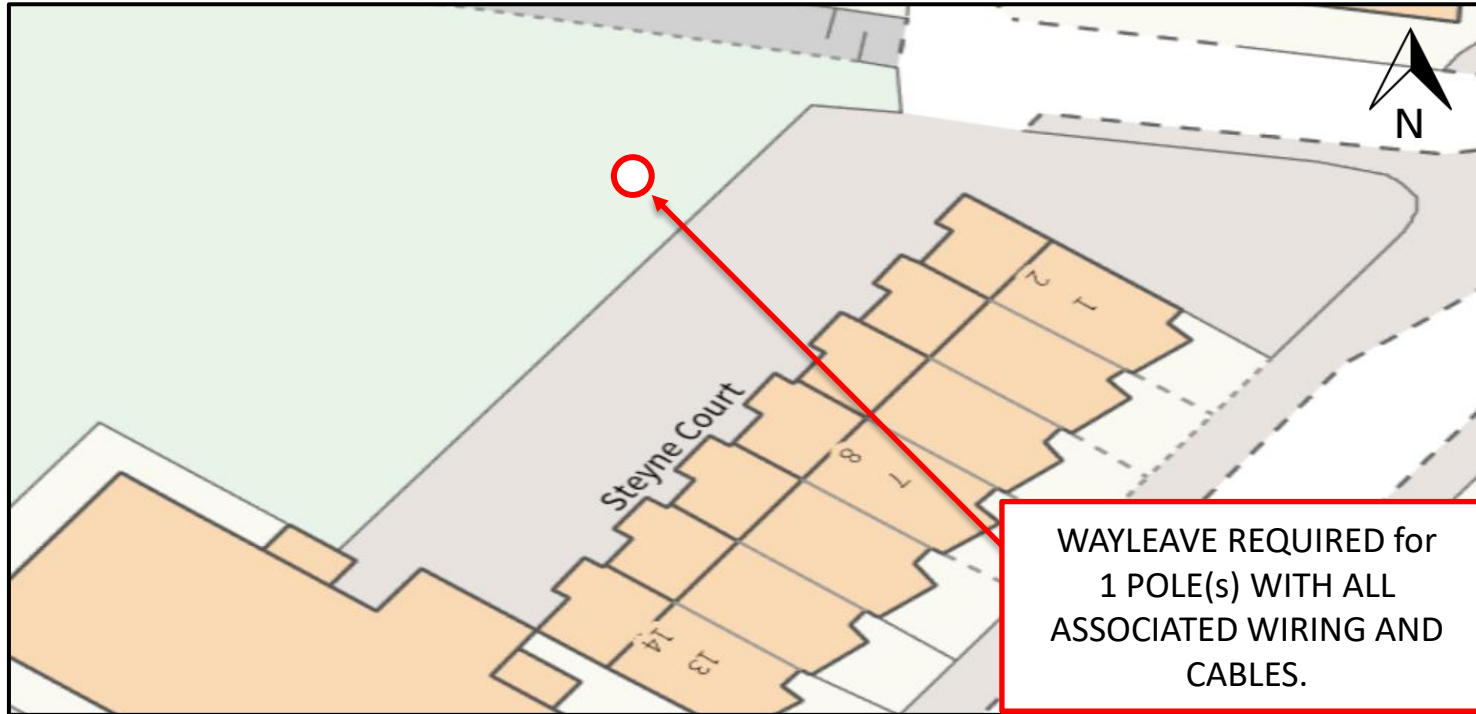
**WL/SA No:**  
WL375130

**Map Reference:**  
548103,98862

**Planning Reference:**  
OGEEA0924865






**Date:**  
22/07/2025

**Site Address:**  
LAND ON THE NORTH  
EAST SIDE OF ESPLANADE,  
SEAFORD BN25 1DF



**WAYLEAVE REQUIRED for  
1 POLE(s) WITH ALL  
ASSOCIATED WIRING AND  
CABLES.**

## Sections showing normal depth (not to scale)

DEPTH		Duct				Buried Cable
	mm					
CARRIAGEWAY (C/W)	900					
"	600					
FOOTWAY (F/W)	600					
"	450					
"	350					
APPROXIMATE SIZES (FOR DUCT :- ACROSS BARREL)						

**Notes :-** 1. The actual course and depth of the proposed underground telecommunication apparatus is subject to deviation arising from unforeseen obstructions.  
2. This plan is not in respect of a service line.

## Openreach Legend

	Route of Apparatus	Cabinet	Pole	Stay	Manhole	Joint Box	Small Fibre Joint	Fibre Box
Proposed	---							
Existing	—							

**Scale:**  
1:500

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## Report 67/25 APPENDIX B

Electronic Communications  
Apparatus on Private Land

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Openreach reference: WL375130

05/08/2025

SEAFORD TOWN COUNCIL  
37 CHURCH STREET  
SEAFORD  
EAST SUSSEX  
BN25 1HG

Dear Steve Quayle,

Re: LAND ON THE NORTH EAST SIDE OF ESPLANADE, SEAFORD, BN25 1DF

We're writing to you to ask for your help in order for us to provide our customers with communication services. We need to install some new apparatus on your land at the address provided above. This apparatus is required to improve the connectivity coverage in the local area and your assistance to support this as a priority would be appreciated.

We have surveyed the route from our telephone exchange to the customers premise(s) and it has been identified that we need to install new apparatus on your land to provide the service.

You have received some additional documentation that we would recommend you read carefully. Within the documentation is a plan of the proposed works and a wayleave agreement. The plan details what apparatus we need to install and where on your land. The wayleave agreement is the document that we need you to sign and return, granting us the permission to install the new apparatus.

The apparatus we want to install is:

1 POLE(s) WITH ALL ASSOCIATED WIRING AND CABLES.

If you have any queries regarding the documentation you have received, you can find the name and contact details of your dedicated consultant at the bottom of this letter.

We need this agreement because of our obligation under Paragraph 11 of the Electronic Communications Code (Schedule 3A of the Communications Act 2003 as amended by the Digital Economy Act 2017). This says that we need your written consent to carry out the work on your land. If you'd like more detail, you can find it here:

T: 03316223286

E: john.carpenter@openreach.co.uk

W: openreach.com

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A: Registered Office 6 Gracechurch Street, London, EC3V 0AT, Registered in England and Wales no. 10690039

## Report 67/25 APPENDIX B

Electronic Communications  
Apparatus on Private Land

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<https://www.legislation.gov.uk/ukpga/2003/21/schedule/3A>

If you don't own the land, or think we need to contact someone else, please let us know as soon as you can. Thank you.

Yours faithfully,

Paul Fowle  
Wayleaves Manager

Any questions about this application should be directed to:-

John Carpenter  
Openreach Wayleaves  
PP TH04.25  
Riverside Tower  
5 Lanyon Place  
Belfast  
BT1 3B

03316223286  
john.carpenter@openreach.co.uk

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T: 03316223286

E: john.carpenter@openreach.co.uk

W: openreach.com

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A: Registered Office 6 Gracechurch Street, London, EC3V 0AT, Registered in England and Wales no. 10690039



## Report 67/25 APPENDIX C

Wayleave agreement for British Telecommunications plc -

BT reference: WL375130

### Notice

- This is an agreement pursuant to Schedule 3A of the Communications Act 2003, otherwise known as the Electronic Communications Code ('the Code'). For more information about the Code, see [http://www.legislation.gov.uk/ukpga/2017/30/pdfs/ukpga\\_20170030\\_en.pdf](http://www.legislation.gov.uk/ukpga/2017/30/pdfs/ukpga_20170030_en.pdf)
- By signing this agreement, you allow us to place apparatus on your property and keep it there.
- We recommend you keep this agreement with your title deeds.

### This agreement is between you,

SEAFORD TOWN COUNCIL  
of  
37 CHURCH STREET  
SEAFORD  
EAST SUSSEX  
BN25 1HG

(your name)

(your address or registered or main office)

and us, **British Telecommunications plc** whose registered office is One Braham, 1 Braham Street, London, E1 8EE. (Registered in England No 1800000)

The term 'us' includes anyone who takes over our business, and our contractors. The term 'you' also refers to any others who are bound by this agreement under the terms of the code.

### Property the agreement relates to

LAND ON THE NORTH EAST SIDE OF ESPLANADE, SEAFORD, BN25 1DF

('your property')

### Description of our apparatus

1 POLE(s) WITH ALL ASSOCIATED WIRING AND CABLES.

('our apparatus') If there is a plan attached to this agreement, it shows the approximate position of our apparatus.

### Payment

If we are making a payment to you under this agreement, it is set out here.

£ 157.5

(This is a one off payment).

Your signature:

Please print name

Our signature:

Please print name  
Paul Fowle

### For office use only

Date of agreement

WL375130

## 1 Our rights

We have the following rights ('our rights').

We may:

- install our apparatus on, under, or over your property;
- inspect our apparatus;
- repair or substitute our apparatus;
- remove our apparatus;
- upgrade our apparatus;
- share our apparatus;
- add further cables in existing duct.

We may come on to your property to do any of these things without giving you notice.

However, we will try to contact you beforehand if possible. If we need to bring vehicles or heavy machinery onto your property, we will ask you first unless it is an emergency.

## 2 Our responsibilities and our limits on our liability

We will take reasonable care not to cause damage to your property, including:

- taking all reasonable precautions to avoid obstructions or interference with the use of the Property or any adjoining property;
- maintaining and keeping the Permitted Apparatus in good repair and condition and so as not to be a danger to you, your employees or property, or the tenants or occupiers of the Property;
- carrying out and completing our works and use and operate the Permitted Apparatus in accordance in all respects with all relevant legislation;
- maintaining insurance with a reputable insurance company against public liability and 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 us, our employees, agents or any person under our control of the rights hereby granted, and will provide details of such insurance to you upon reasonable request;

We will use the reasonable skill and care of a competent communications provider in doing any of these things including the location of the apparatus.

If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.

In relation to property damage, if we do damage your property, we will accept responsibility for damage to your property and at our option we will either (a) pay you up to £1,000,000.00 in total for all events occurring in a calendar year; or (b), or repair it to your reasonable satisfaction.

We will indemnify (compensate) you up to £5,000,000.00 if someone makes a claim against you because of us installing or keeping our apparatus on your property as long as:

- you did not cause or contribute to the claim;
- you let us know straight away when you hear about a possible claim;
- you use reasonable endeavours to mitigate any losses, damages or liability;
- you let us take control over any claim if and when we ask; and
- you get our permission in writing before you make any payments or admit liability.

Apart from what we have mentioned above (for anything else) we won't pay you more than £500,000.00 in compensation in a calendar year.

Please note that apart from liability for death or personal injury and fraud, fraudulent statements or other liability that cannot be excluded under law, we're not responsible for and will not indemnify you for any (direct or indirect) loss of profit, revenue, business, goodwill, anticipated savings, wasted expenditure, wasted time, opportunity, contracts or data, nor are we responsible for any special, indirect or consequential loss.

## 3 Your responsibilities

You must not damage our apparatus or allow anyone else you are responsible for to damage our apparatus.

You must not place or build anything on your property which would make it more difficult for us to get to our apparatus. You must not plant a tree or shrub if the roots are likely to

interfere with our apparatus, unless you have to do this because of planning law.

#### 4 Notices

The procedure for sending any notices under this agreement and/or the Code is set out in the Code. For all notices relating to this agreement, the 'proper address' of the Company for service shall be the Company's registered address at Companies House as updated from time to time and any such notice shall be marked 'For the attention of Openreach Wayleaves Team'.

#### 5 Who apparatus belongs to

Our apparatus belongs to us at all times.

#### 6 Use of personal data for placement of apparatus

We collect and process the personal data set out in this wayleave for the purposes set out in clause 1 of this Agreement. The lawful basis for the collection and processing of the personal data is to meet our legitimate interests. For information on our obligations and your rights please see our privacy policy available at:

<https://www.openreach.com/privacy-policy/>

#### 7 Termination

7.1 Subject to the following clauses, this agreement will terminate automatically without notice in the event that we :

- 7.1.1 remove the Permitted Apparatus; or
- 7.1.2 cease to be a person to whom the Code is applied.

7.2 We may terminate this agreement by giving you three months' notice.

7.3 Subject always to clause 7.5 you can only terminate this agreement by giving us 18 months' written notice and only if,

a. you intend to redevelop the Property or land neighbouring and cannot reasonably do so unless this agreement comes to an end or

b. the prejudice caused to you by the agreement can no longer be compensated for by money and the public benefit likely to result from this agreement continuing no longer outweighs the prejudice to you

7.4 if we are in substantial breach of the agreement and

a. the breach is incapable of remedy or

b. we have failed to remedy the breach within 30 days after you have notified us of the breach;

7.5 your right to terminate this agreement is subject to paragraph 31 of the Electronic Communications Code.

7.6 you shall have the right to require removal of the Permitted Apparatus subject to Part 6 of the Code.

#### **Notes (These notes do not form part of the agreement.)**

The Electronic Communications Code is set out in Schedule 3A to the Communications Act 2003. The Code sets out our rights and responsibilities when we put apparatus on private property.

Paragraph 11 of the Code says we must get the occupier's written permission to place apparatus on private land.

Paragraph 82 of the Code gives us the right to lop overhanging trees on the roadside that interfere with our apparatus.

Part 15 of the Code sets out the procedures for notices.

## Report 67/25 APPENDIX D

### Information we want you to know

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WL375130

#### Introduction

We aim to enable everyone access to a choice of high-quality electronic communications services. This is also a key principle of the Code and can be found in Para 21(4).

An unreasonable delay in securing an agreement can result in the prevention of this access. That is why Parliament has given Operators the power to apply to the Lands Tribunal (Sheriff Court in Scotland) for an Order conferring the rights we need. This is a step we have taken in the past where we have faced unreasonable delays in the progress of a case. This document seeks to provide any further information you may need to avoid any of these delays.

The agreement we are seeking is officially a Code Right. This is not a lease, nor an easement. It does not convey a legal interest in any property/land and is not a disposition of the land. There is no requirement to register it with Land Registry or execute it as a Deed. A “Wayleave” is the name given to these agreements.

Due to the nature of the agreements and our installations, a reasonable timeframe for the completion of these matters is in the region of 60 days, as long as all parties play their part in facilitating progress.

#### Process

In addition to this document, you will have received a series of further documents from us which includes:

- An introductory letter
- The wayleave agreement; and
- A route plan

These documents collectively provide you with all the information you should require in relation to what we wish to install, and why.

#### What do we need to know from you?

- That you are the correct person to grant us permission
- That you are happy with our proposed route
- That you are happy with the contents of the proposed wayleave agreement

#### What to do if you have queries with any of the above?

- If you are not the correct person to grant us permission, please let us know immediately so we can contact the correct person. If you can assist us with who the correct party is, please let us know.
- If you have queries regarding the planned route, please let us know the specific issue and we can work with our planning teams to try and reconcile this. The earlier you let us know, the quicker we can resolve any queries.
- If you are not happy with the contents of the proposed agreement, please let us know the specific queries you may have, ideally with a marked-up version of the agreement. We can then review this to come to a suitable resolution for all.

We have drafted the agreement to provide extra rights for landowners that go above and beyond the requirements in the Code to provide as fair and balanced a position as possible. However, if you feel you need to take professional advice on the contents, please instruct an agent at the earliest possible opportunity. This will enable swift progress to be made on the matter.

Our wayleave documentation is suitable for all varieties of installation, however there are two types of wayleave requests which is based on the purpose of the installation.

**1st Party Request** – Where the apparatus being installed is to provide service to a party legally related to you, often your tenant

**3rd Party Request** – Where the apparatus is to provide a service to someone legally unrelated to you

### **Payments**

The main question we usually get asked is whether you should be offered a payment for our works. This normally comes from two different places:

1. A payment for the right to put apparatus on your land – we call this Consideration
2. A payment to cover any professional fees you may incur

### **Consideration**

Whether a Consideration payment is offered for a wayleave is dependent on the purpose of the installation. This follows the aforementioned distinction between 1st and 3rd party requests.

If we are requesting a 1st Party agreement (to provide service to someone legally related to you) then we would not offer a consideration payment with the agreement. This is because the value of the installation to you is provided by the service being offered to the property in question.

If we are requesting a 3rd Party agreement, then we appreciate the value of the right needs to be considered. For this, we will offer you a payment that is proportionate to the type and amount of apparatus we are proposing to install. This figure is based on standard rates we have consulted on and agreed with the major landowning representative bodies. These payments offered are deemed to be a fair market value of the right - this is the requirement under the Code.

### **Professional Fees**

Much like a consideration payment, the payment towards professional fees depends on the category of request.

For a 1st Party request, we would not offer a contribution towards any professional fees you incur. This is because we are contacting you at the ultimate request of an occupier of the land or building you own. In this scenario the landowner would need to seek any costs they require elsewhere, usually from their tenant directly. This is why it is very important any Agent/Solicitor is instructed as soon as possible, and the request for their fees is met at the

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Information we want you to know

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earliest opportunity.

For a 3rd Party request, we would offer to contribute towards a fair amount of any fees incurred. We cannot agree to cover any fees you incur completely, as who you choose to take advice from is out of our hands, and therefore so are their terms of business. However, we find the reasonable contribution we are prepared to make does adequately cover the costs incurred by landowners in the vast majority of cases. Again, it is incredibly important that if you are to instruct anyone, this happens as early as possible, so this does not hold up the progress of the matter.

All agreed payments will be made upon completion of the wayleave.

### Completion

Once all the above has been agreed, we want to try and complete the agreement as quickly, easily and simply as possible for everyone concerned.

We are happy to receive a scanned copy of the document signed by yourself, also using a digital signature if possible.

There is no requirement for a wayleave to have a wet ink signature, nor for a hard copy to be posted to all parties. Digital signing of agreements is accepted and is our preferred method of completing agreements. After completion, you will be contacted by Openreach to schedule an appropriate date and time for the works to be carried out.