



WAYLEAVE AGREEMENT FOR British Telecommunications plc
TELECOMMUNICATION APPARATUS ON PRIVATE LAND (A512)

BT Reference : **HN11687**

Date of Application : **25-JUN-01**

TO:
OLD MARSTON PARISH COUNCIL
c/o MR L M GARNER FRVA
31 OXFORD ROAD
OLD MARSTON
OXFORD
OX3 0PQ

Dear Sir

SCHEDULE 2 TO THE TELECOMMUNICATIONS ACT 1984:
APPLICATION FOR AGREEMENT

On behalf of British Telecommunications plc I apply for your agreement as the owner of

RECREATION GROUND, BOULTS LANE, OLD MARSTON, OXFORD

to the installing of and keeping of telecommunication apparatus consisting of

3 TELEPHONE POLES WITH ASSOCIATED OVERHEAD WIRES

and to the right of British Telecommunications plc to inspect, maintain, adjust, repair or alter the said apparatus.

I enclose two forms of agreement for your signature and shall be glad if one can be returned to me as soon as possible in the envelope provided.

An explanation of the effect of, and your rights under, Paragraph 2 of Schedule 2 to the Telecommunications Act 1984 is shown overleaf.

Yours faithfully

.....
PHIL CHRISTIANSON, Wayleave Officer

British Telecommunications plc
Registered Office 81 Newgate Street LONDON EC1A 7AJ
Registered in England No. 1800000



**PARAGRAPH 2 OF SCHEDULE 2 TO THE TELECOMMUNICATIONS ACT
1984**

BT is seeking your permission to place/retain its apparatus on your land by asking you to sign and return the enclosed agreement form.

In doing so BT is seeking the right to

- enter your land to inspect that apparatus
- keep that apparatus installed on, under or over your land
- carry out any work on your land for or in connection with the installation, maintenance, adjustment, repair or alteration of the named telecommunication apparatus.

We appreciate that the siting of apparatus could be inconvenient and will endeavour wherever possible to locate our apparatus in a mutually acceptable position.

BT will do as little damage as possible in the installation and maintenance of the apparatus and will make good to your reasonable satisfaction any damage to your land.

If you decide to alter or improve your land with the result that our apparatus would need to be removed or altered, you may do so by giving BT notice in writing that you require the apparatus removed or altered as appropriate.

If you would like to discuss this matter further please ring the telephone number shown below and we will be pleased to answer any questions which you may have.

FROM:
PP:100F/1 WAYLEAVES DEPARTMENT
ATE SOUTH
17 ST JOHNS ROAD
TUNBRIDGE WELLS
KENT
TN4 9TN
01892 702217



WAYLEAVE AGREEMENT FOR British Telecommunications plc
TELECOMMUNICATION APPARATUS ON PRIVATE LAND

A512(a)

TO
BT Thames South Wayleave Office, PP 100F
Tunbridge Wells ATE South
17 St Johns Road
TUNBRIDGE WELLS
Kent
TN4 9TN
Telephone: 01892 702217
BT Reference: HN11687
Date of BT Application: 25 June, 2001

FROM
Old Marston Parish Council
c/o 31 Oxford Road
Old Marston
OXFORD
OX3 0PQ

Dear Sir/Madam

3 poles Boults Lane

I *L.M. GARNER* as authorised signatory for and on behalf of
Old Marston Parish Council

agree to British Telecommunications plc installing and keeping telecommunication
apparatus consisting of:

3 telephone poles with associated fixtures and overhead wires

at: Recreation Ground, Boults Lane, Marston, Oxford, as indicated on the attached plan

and to the right of British Telecommunications plc, to inspect, maintain, adjust, repair or
alter the said apparatus, on the understanding that British Telecommunications plc will
make good any damage which may be done in the installation or maintenance of the
apparatus.

An annual wayleave payment as negotiated with the NFU and CLA is to be paid upon
receipt of a signed copy of the Agreement and upon each anniversary of the Agreement for
so long as it remains in force.

A back payment for the previous two years of £38.88 is also to be paid upon receipt of a
signed copy of the Agreement.

This agreement may be terminated by either party on the giving to the other of 12 months
notice in writing.

Yours faithfully

[Signature]
.....
.....
[DATE]

British Telecommunications plc
Registered Office 81 Newgate Street LONDON EC1A 7AJ
Registered in England No. 1800000

RECREATION GROUND, BOULTS LANE
 OLD MARSTON, OXFORD

REG.PPS..... ITEM No.....

W.O./A.N.....

ENCLOSED WITH APPLICATION No.

OF

ORD. MAP REF.

SCALE
 NOT TO SCALE

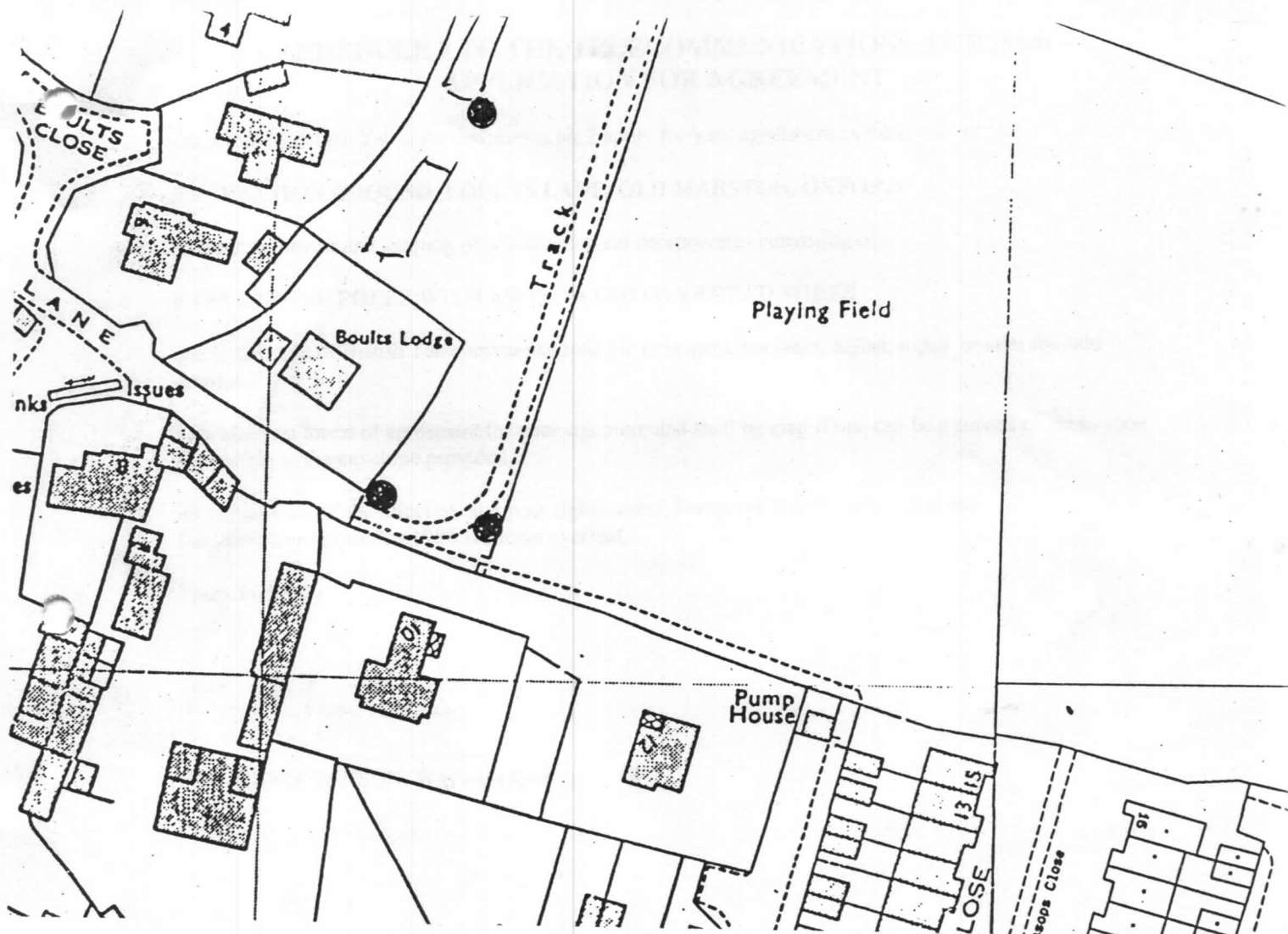
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With British Telecommunications plc data added

© British Telecommunications plc 1999



UNDERGROUND TELECOMMUNICATIONS APPARATUS
 OVERHEAD
 POLE (Approximate Position)
 MANHOLE " "
 JOINT BOX " "
 CABLE ON WALL

PROPOSED

EXISTING





WAYLEAVE AGREEMENT FOR British Telecommunications plc
TELECOMMUNICATION APPARATUS ON PRIVATE LAND

BT reference: SA49874

NOTICE

It is recommended that the Grantor ensures that this Consent is placed with their title deeds for safekeeping

THIS AGREEMENT is made the 19 day of FEB 2002
BETWEEN

(Full name of the Grantor)

OLD MARSTON PARISH COUNCIL

("the Grantor")

Address /Registered/Principal/ Office

CLERK TO THE COUNCIL, MR L M GARNER

31 OXFORD ROAD

OLD MARSTON

OXFORD

OX3 0PQ

and BRITISH TELECOMMUNICATIONS plc whose registered office is situate at
81 Newgate Street, London, EC1A 7AJ (registered in England No 1800000) ("BT") relating
to Telecommunication apparatus at :-

RECREATION GROUND, BOULT LANE, OLD MARSTON, OXFORD.

consisting of :-

ONE STAY SUPPORT ON EXISTING TELEPHONE

POLE COVERED BY WAYLEAVE HN11687

in the approximate position shown on the plan attached (when applicable)

SIGNED by the Grantor

Please print name

Clerk Old Marston P.C

LEROT M - GARNER

SIGNED on behalf of BT

in the presence of:-

GRANT

1. The Grantor as occupier in consideration of the annual payment as per the attached schedule agrees to (see following)

SCHEDULE OF PAYMENTS **ENGLAND/WALES**

WAYLEAVE LUMP SUM PAYMENTS					
Structure	Apr 2001	April 2002	April 2003	April 2004	April 2005
Pole, stay or strut	100.00	105.00	115.00	125.00	130.00
Pole and strut or pole and stay	105.00	115.00	125.00	130.00	140.00
Joint box	350.00	350.00	350.00	350.00	350.00
Duct and associated cables per metre	8.00	9.00	9.00	9.00	9.00

ANNUAL AGRICULTURAL COMPENSATION PAYMENTS APRIL 2001-2005			
Structure	Arable	Pasture	Hedges
Pole	11.37	1.77	1.00
Stay	10.50	2.20	2.00
Strut	5.50	1.30	1.00
Pole & Strut	14.50	2.98	1.70
Pole & Stay	20.00	3.88	2.70
Jointing, Chamber, Cabinet, Manhole	24.40	5.39	0.00

Payment Criteria

- Wayleave payments will not be made retrospectively and all payments will apply from the date of the application.
- Payments will not be made for apparatus which is being used to provide telecommunication services for the Grantor themselves or their own tenants exclusively.
- One Wayleave payment only is made for each item of apparatus (where applicable) and this will usually be made to the Freeholder of the land or property whether or not they occupy the property.
- Apparatus installed on new developments prior to occupation will not attract Wayleave payments.
- Wayleave payments may be agreed as an annual payment rather than a lump sum.
- Agricultural compensation payment (where applicable) will be made to the occupier or user of the land only, except where agreed otherwise with the Freeholder of that land. Where the occupier or user of the land is also the Freeholder both Lump sum Wayleave and Annual Agricultural compensation payments may apply.
- Agricultural compensation may be paid as a lump sum which will be 15 times the annual rate.



WAYLEAVE AGREEMENT FOR British Telecommunications plc TELECOMMUNICATION APPARATUS ON PRIVATE LAND

1.1 BT executing any works for or in connection with the installation maintenance adjustment repair alteration and inspection and to keep the above mentioned Telecommunications Apparatus on under or over the Grantor's land for the statutory purposes.

1.2 (where this Agreement relates to underground apparatus) BT installing and keeping therein such further Telecommunication Apparatus as BT sees fit.

1.3 BT by its officers, servants, agents or contractors with or without materials appliances vehicles and things from time to time and at all times hereafter entering and being upon the Grantor's land to exercise the rights and powers conferred by this Agreement and by the Telecommunications Code and for any purpose connected therewith.

2. DEFINITION

In this agreement where the context so admits

- 2.1 "BT" includes not only British Telecommunications plc but also its successors and assigns.
- 2.2 "Grantor" includes not only the person named as Grantor but also all classes of persons bound by this Agreement having regard to the material provisions in the Telecommunications Code.
- 2.3 "Grantor's land" means the land shown on the annexed plan of which the Grantor is the occupier on, over or under which the Telecommunication Apparatus is to be installed.
- 2.4 The following expressions have the same meaning as appears in the Telecommunications Code :
- "alter"
 - "the statutory purposes"
 - "structure"
 - "telecommunication apparatus"

References to "the Telecommunications Code" are references to those provisions in Schedule 2 of the Telecommunications Act 1984 as have been applied to BT and apply to the telecommunication apparatus the subject of this agreement.

3. TERMINATION

This Agreement can be terminated in accordance with paragraph 20 of the Telecommunications Code by the Grantor and by the giving of 6 months notice by BT.

4. MAKING GOOD DAMAGE

BT will do as little damage as possible in the exercise of these rights and shall make good to the reasonable satisfaction of the Grantor any damage caused to the Grantor's land.

5. ACCESS TO APPARATUS

5.1 The Grantor's land shall not be used in such a way as to make the telecommunication apparatus difficult to access and, in particular, no structure, building or other erection and no tree or shrub the roots of which are likely to interfere with the telecommunication apparatus shall be placed or planted over the same or any part thereof, provided that no liability for breach of this Clause shall arise if the breach is necessary to comply with any statutory planning requirement as regards the planting of trees or shrubs.

5.2 The Grantor shall not be liable for any breach of this condition after the Grantor has ceased to have any interest in the relevant portion of the Grantor's land.

6. INDEMNITY

BT shall indemnify the Grantor against liability for all third party claims costs proceedings and damages arising out of the exercise by BT of the said rights save to the extent that an act or omission by the Grantor or a person for whom the Grantor is responsible has caused or contributed to such claims costs proceedings and damages. Provided that the Grantor shall forthwith give written notice to BT of all such claims costs proceedings and damages being brought made or lodged against the Grantor in respect of the exercise of the said rights and shall not admit liability or settle such claims costs proceedings and damages or make any payment on account of the same without the written consent of BT except under a court of competent jurisdiction.

7. NOTICES

The provision of the Telecommunications Code as to service of notices shall apply to any notice required to be given hereunder and the proper address of the Grantor for such purposes shall be the Grantor's address as appears in this Agreement or subsequently notified in writing to BT and the proper address of BT for such purposes shall be the office address as shown on the bottom of this agreement or to its last known address as notified to the Grantor.



WAYLEAVE AGREEMENT FOR British Telecommunications plc
TELECOMMUNICATION APPARATUS ON PRIVATE LAND

A512(a)

HN 11687

TO
BT Thames South Wayleave Office, PP 100F
Tunbridge Wells ATE South
17 St Johns Road
TUNBRIDGE WELLS
Kent
TN4 9TN
Telephone: 01892 702217
BT Reference: HN11687
Date of BT Application: 25 June, 2001

FROM
Old Marston Parish Council
c/o 31 Oxford Road
Old Marston
OXFORD
OX3 0PQ

Dear Sir/Madam

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Old Marston Parish Council (Clerk)

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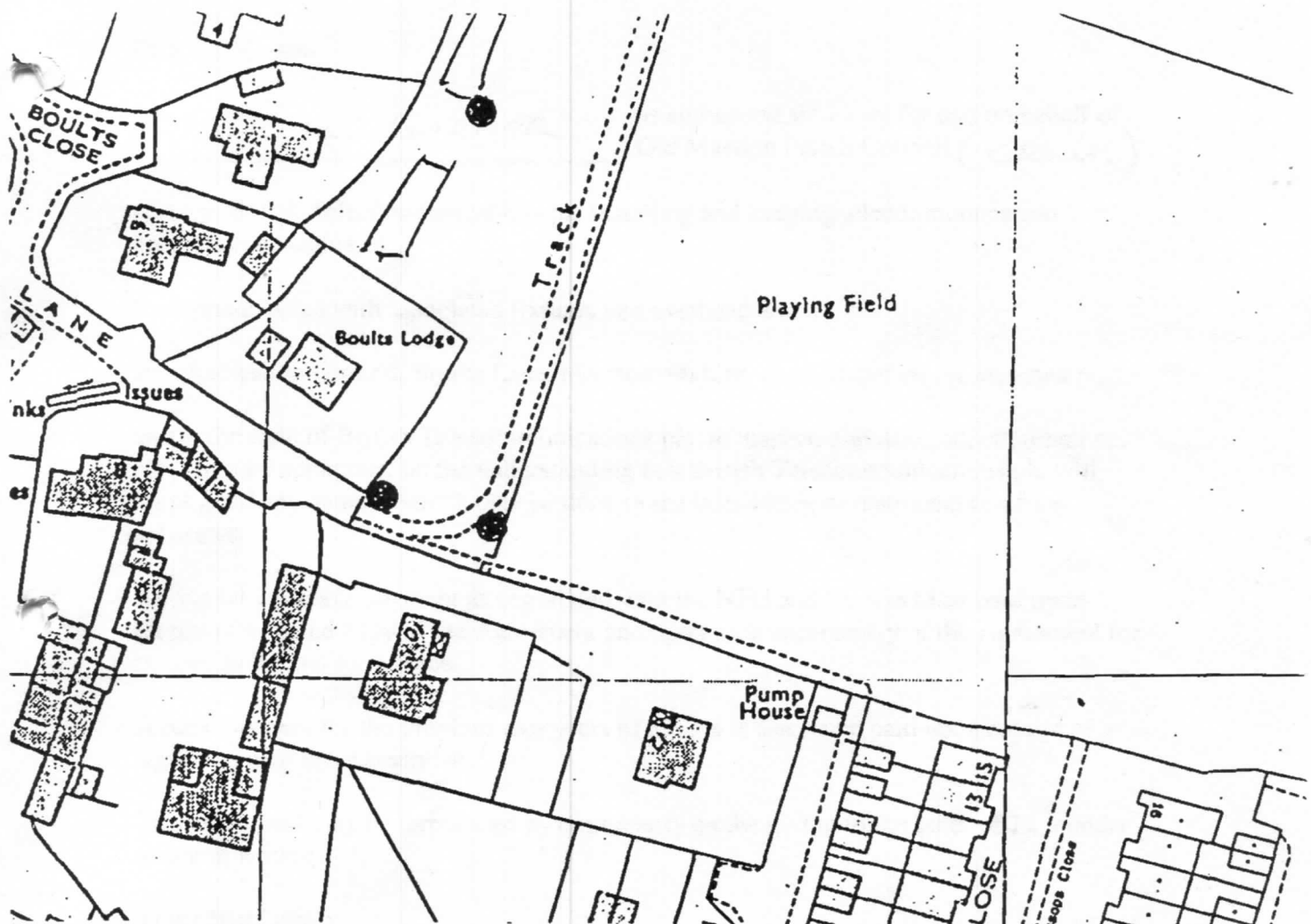
[Signature]
6/7/01

[Signature] as meeting of P.C.
2/7/01

[DATE]

British Telecommunications plc
Registered Office 81 Newgate Street LONDON EC1A 7AJ
Registered in England No. 1800000

British Telecommunications plc 1999 Customer Service & Network Operations, Southern Home Counties.		PLAN & SECTION No. HN11687			
CHANGE		DRN	CKD	APPD	DATE 25-Jun-01
OXFORD					
ROUTE PLAN RECREATION GROUND, BOULTS LANE OLD MARSTON, OXFORD		REG.PPS..... ITEM No..... W.O./A.N.....			
		ENCLOSED WITH APPLICATION No. OF			
ORD. MAP REF.	SCALE NOT TO SCALE	COPYRIGHT RESERVED			
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UNDERGROUND TELECOMMUNICATIONS APPARATUS OVERHEAD POLE (Approximate Position) MANHOLE JOINT BOX CABLE ON WALL	PROPOSED	EXISTING	
		●	