

OLT 14

Cockermouth

November 2024

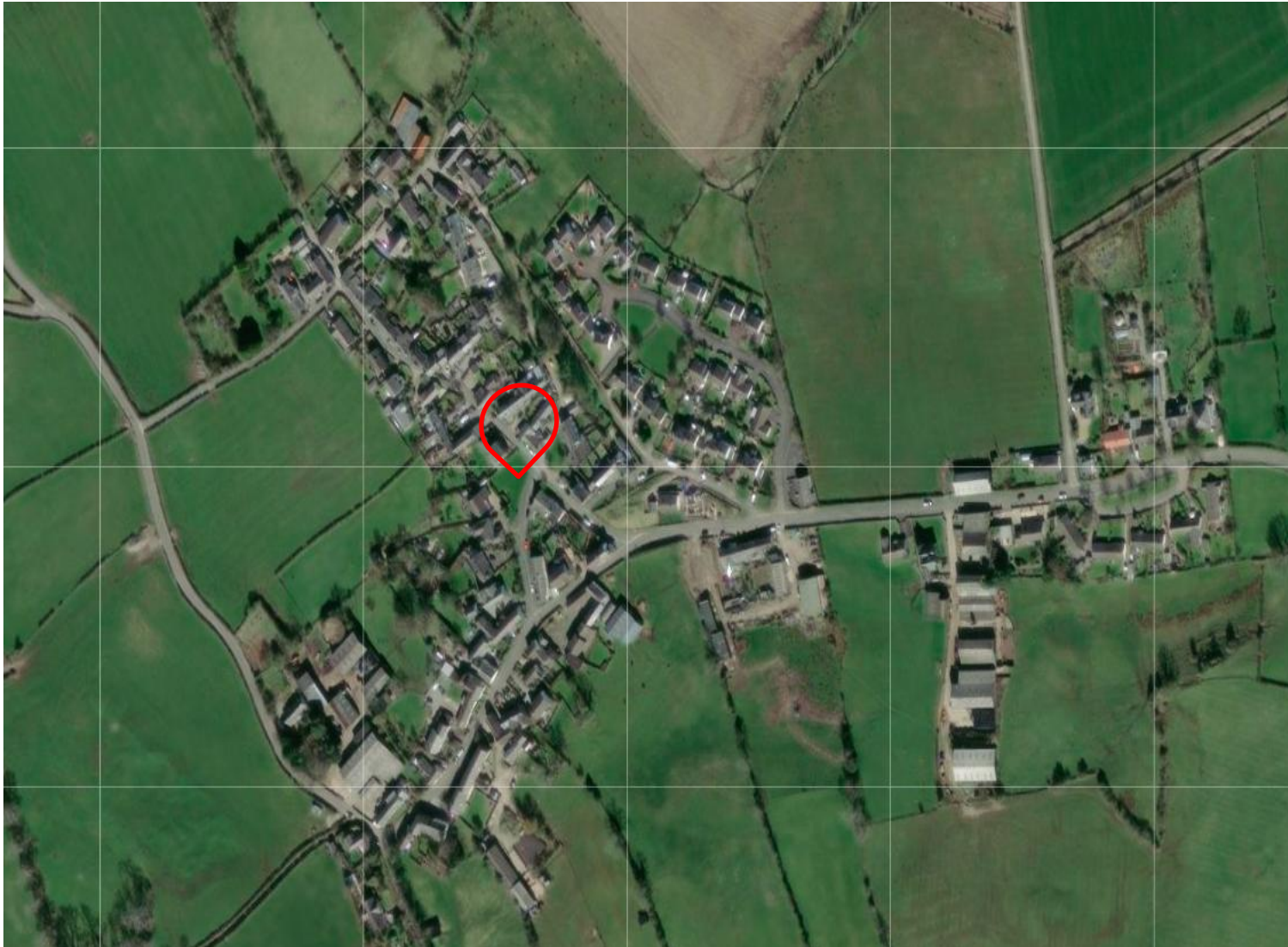
Eaglesfield

54.640387°N

3.404118°W

Address:

**Dean Parish
Council Land
@
Eaglesfield,
Cockermouth,
CA13 0SD**



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Schedule 1

The Property

Address: Dean Parish Council Land @Eaglesfield, Cockermouth, CA13 0SD

[As shown for identification purposes only on the attached plan]



fibrus
HYPERFAST FIBRE BROADBAND

OLT 14
Cockermouth

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Eaglesfield

54.640387°N

3.404118°W

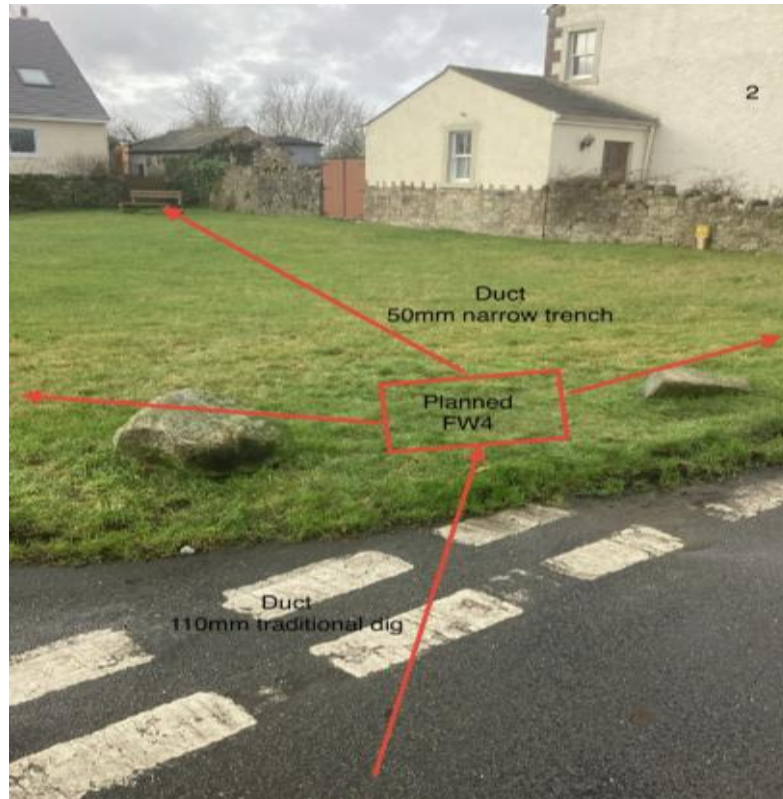
**Description of
installation work:**

1x FW4

1x Toby

67m x 50mm

Grass track



fibrus
HYPERFAST FIBRE BROADBAND

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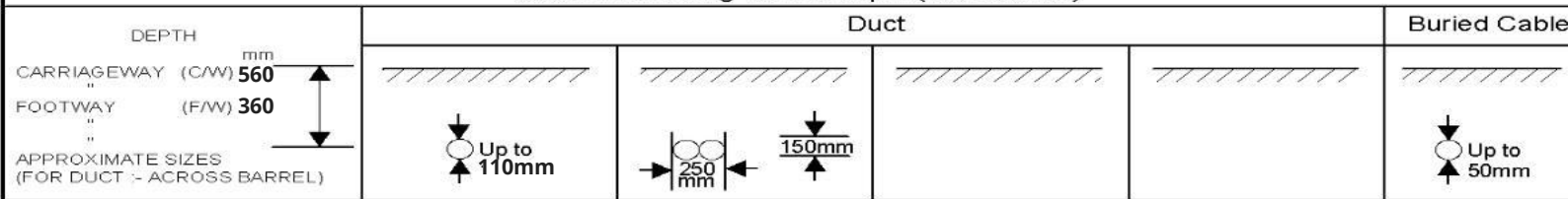
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Sections showing normal depth (not to scale)



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.

Legend

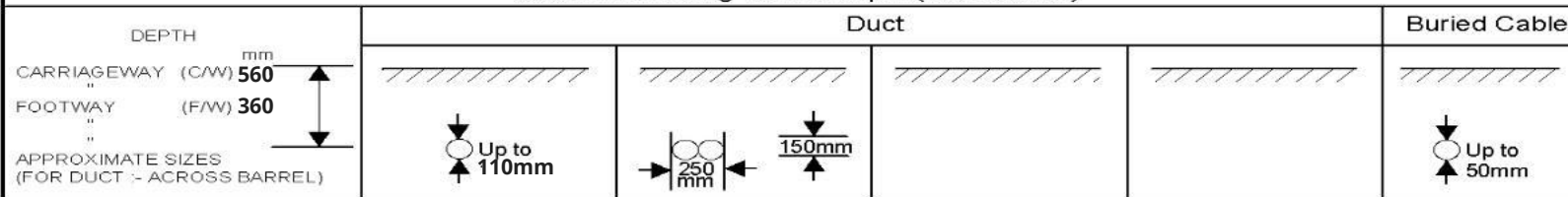
	Route of Apparatus	Moleplough	Pole	Toby	Manhole	Joint Box	Vegetation Issues
Traditional Dig CW							
Narrow Trench							
Existing							

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Legend

	Route of Apparatus	Moleplough	Pole		Manhole	Joint Box		
Traditional Dig CW								
Narrow Trench				Toby			Vegetation Issues	
Existing								

Wayleave Agreement



THIS WAYLEAVE AGREEMENT is made on _____ 2025

BETWEEN:

(1) NAME DEAN PARISH COUNCIL

ADDRESS 30 QUEENS AVENUE, SEATON, WORKINGTON, CA14 1DL (“Grantor”)

(2) FIBRUS NETWORKS GB LTD a company registered in England whose registered office is at C/O Buckingham Corporate Services Limited First Floor, 85 Great Portland Street, London, United Kingdom, W1W 7LT (Company Number 13609662) (“Grantee”).

BACKGROUND:

- A. The Grantee is an operator as defined by the Electronic Communications Code (“the Code”) set out in Schedule 3A to the Communications Act 2003 as may be amended, modified replaced or re-enacted.
- B. The Landowner is the beneficial and legal owner of the Property set out in Schedule 1 (“the Property”) and the Grantor is the occupier for the purposes of the Code.
- C. The Grantee has requested, and the Grantor has agreed to grant, to the Grantee the right to install, use, inspect, maintain upgrade and repair certain Apparatus on, over, or under the Property in accordance with the terms and conditions set out in this Agreement.

The Landowner and Grantor hereby permit the Grantee to install, operate and maintain electronic communications and media Apparatus (as defined in the Code) (“the Apparatus”).

The Landowner and Grantor grants to the Grantee the rights set out below, on the terms and conditions stated below for the Property and the Landowner agrees to be bound by the provisions of this agreement.

Grantor signature: _____

Date: _____

Signed: Viberoptix for and on behalf of Fibrus Networks Ltd

Date: 27/11/2024

Wayleave Agreement



- 1)** The Grantor confirms that, as occupier they are the legal and beneficial owner or the lessee of the Property.
- 2)** The Grantor confirms that they have obtained all relevant permissions to enter into this agreement.
- 3)** The Grantor grants the Grantee the right to install, operate, keep and inspect the Apparatus on, over or under the Property and to carry out work on the Property that is necessary to install, operate, maintain, adjust, inspect, alter, add to, connect to, replace, repair or remove the Apparatus and use the Apparatus, and to enter the Property and access the Apparatus for these purposes.
- 4)** The Grantor grants the Grantee, their agents, servants, employees and all persons connected to the Grantee free uninterrupted access to and from the Apparatus over and across the Property at all times.
- 5)** The Grantee will take reasonable care not to cause damage to the Property and shall make good any damage caused to the Property by the works as soon as may reasonably be practicable.
- 6)** The Grantee will indemnify the Grantor against liability for all claims, costs, proceedings and damages (“claim(s)”) directly arising out of the Grantee failing to keep to this agreement or being negligent in carrying out its rights under this agreement as long as the Grantor tells the Grantee about any claim as soon as possible, does not agree or settle any claim without first getting written permission from the Grantee or its insurers (which will not be unreasonably withheld or delayed), and allow the Grantee to defend the claim in the Grantor’s name.
- 7)** The Grantee’s liability to the Grantor and Landowner under or in connection with this agreement including clause 6 above will be limited to £5,000,000 (five million pounds), and does not include any liability for any indirect or consequential loss or loss of profits, business, revenue, contracts or anticipated savings.
- 8)** The Apparatus is the property of the Grantee at all times (both while this agreement is in force and after it ends) and the Grantor must not interfere, tamper or damage the Apparatus and ensure that third parties under the Grantor’s control or with the Grantor’s permission do not interfere, damage or tamper with the Apparatus.
- 9)** The Grantor must give the Grantee at least three months’ written notice of its plans to carry out any work which will or is likely to affect the Apparatus.
- 10)** This agreement will remain in force from the date written above for the whole period during which the Grantee is an operator (as defined in the Code).
- 11)** Any notice issued by either party under this agreement must be in writing and will be considered to have been given to the other if it is delivered by hand or sent by ordinary first-class post and addressed to the last known address of the other party. Notice delivered by hand will be effective immediately and notice sent by post will be effective 48 hours after posting.
- 12)** Nothing in this agreement will prevent or restrict the Grantor or Landowner from altering, developing or redeveloping any buildings, property or land but the Grantor or Landowner must notify the Grantee (by emailing network.rearrangements@fibrus.com) at least six months in advance of its intention to do so. The parties will work together in good faith to evaluate potential solutions. As the Apparatus and the approximate route has been agreed in advance of signing this agreement, the reasonable costs of relocating the Apparatus are to be borne by the Grantor and Landowner and the works will be subject to a separate agreement.
- 13)** Within 60 days of completion of Grantee’s works to install the Apparatus at the Property, the Grantee agrees that it will pay to the Landowner the sum of [£770.80] calculated in accordance with the unit fees and quantities set out in Schedule 2.
- 14)** The Grantee may transfer, assign or share the benefit of this agreement and any rights it provides with any person who the Code applies to under the Communications Act 2003.
- 15)** The parties hereto agree that this agreement does not create a relationship of landlord and tenant.
- 16)** This agreement is governed by the laws of England and Wales and disputes will be decided in the courts of England and Wales.

Schedule 2 Wayleave Fees

One off Payment, remitted on completion of works

As per the attached plans, a one-off payment of **£770.80**, will be remitted upon completion of works. This includes the following apparatus:

<u>Apparatus</u>	<u>Fee Per Unit</u>	<u>Quantity</u>
POLE	£157.50	
STRAY	£157.50	
STRUT	£157.50	
POLE & STRUT	£168.00	
POLE & STRAY	£168.00	
POLE & 2 STRAY	£325.50	
JOINT / CHAMBER / MANHOLE	£409.50	1
TOBY	£100.00	1
CABINET (all sizes inc DSLAM)	£787.50	
CABLE & DUCT (PER METRE)	£3.90	67m
BLOCK TERMINAL & BRACKET OR WALL MOUNTED JOINT	£157.50	