

Wayleave Consent

ELECTRICITY ACT 1989

I/We. LYNEHAM AND BRADENSTOKE PARISH COUNCIL

of 22 Tennyson Road, Royal Wootton Bassett, Wiltshire SN4 8HL

being the owner(s) and occupier(s) of land registered at Land Registry with title number WT245282 situated in the County of Wiltshire (hereinafter referred to as "the land") shown on the plan annexed hereto for myself/ourselves my/our successors and assigns HEREBY CONSENT to SOUTHERN ELECTRIC POWER DISTRIBUTION plc (Company Registration No. 4094290) whose registered office is at 1 Forbury Place, Forbury Road, Reading, RG1 3JH hereinafter referred to as "the Company") placing on and/or under the land the works described in the Schedule hereto in the position (as near as may be) indicated in the red and/or green on the said plan and using maintaining repairing replacing altering renewing inspecting and removing the same and to the Company cutting lopping or felling in a woodmanlike manner any tree or hedge on the land which obstructs or interferes with the works and to the Company entering on the land at all reasonable times by its servants and agents for any of the purposes aforesaid upon the following terms:-

- 1) The Company shall pay to me/us during the existence of the works on the land by way of rent and compensation for interference with agricultural operations yearly sums calculated in accordance with the published scales of wayleave payments (the payments and conditions currently in force are shown on the statement attached hereto). The said sums shall be paid on the 1st April in each year and at the rate currently in force at that date, the first payment being proportioned from the date of the completion of the wayleave.
- 2) In addition to any compensation payable under Condition 1 hereof the Company shall:
 - a) make good or compensate me/us for such injury suffered by me/us or such damage done to the surface of the land and to any property of mine/ours on or under the land and
 - b) indemnify me/us against such action which may be brought or made against me/us as may be attributable to or arise out of anything done by virtue of the Consent and not occasioned by my/our negligence or the negligence of my/our servants or agents PROVIDED THAT I/we shall as soon as practicable give notice of any such injury or damage suffered by me/us or any such action or claim brought made or threatened against me/us and shall not settle adjust compromise or defend such action or claim without the consent of the Company PROVIDED FURTHER that the Company may take over the conduct of any such action or claim in my/our name and I/we shall give such information and assistance as the Company may reasonably require.
- 3) This Consent shall remain in force until determined by either party giving to the other party at any time twelve months' previous notice in writing in that behalf subject to the rights of the parties under the Electricity Act 1989 or any statutory modification or re-enactment thereof and any Regulation made under such Act.



THE SCHEDULE

New service cable to Grass Verge Side Of Pound Farm, Calne Road, Lyneham, Chippenham SN15 4PL

THE WORKS

(a)	The placing of one or more overhead electric lines (including such towers poles stays and struts				
	as may be required for supporting them ar	nd any ancillary apparatus required in connection			
	therewith) in the position shown on the anne	exed plan(s) by a continuous red line (the position			
	of each tower and each pole being shown by a red square and red circle respectively and o				
	any stays or struts being shown by a red T).				
(b)		electric lines (cables) and any ancillary apparatusion shown on the said plan(s) by a continuous gree			
DATEC	O this	Day of 2023			
SIGNE	D by the said				



SCHEDULE OF ANNUAL PAYMENTS

RENT

	£ per annum
For each single pole	7.61
For each "A" or "H" pole	9.68
For each strut	1.86
For each stay	1.86
For any electric line laid underground each 50 metres x1	2.00
of cable route or part thereof	
For any electric cable overhead each 100 metres or part thereof	1.53

Payable on the 1st of April in each year. The first payment to be proportioned from the date of the completion of the wayleave.

Payable on the 1st of April in the year. The first payment being proportioned from the date of the completion of the wayleave.

In the event of the amount payable to me/us for the rental under Clause 1 of this Consent amounting to £20.00 per annum or less, I/we accept the sum to twenty times the said amount in full satisfaction of any claim I/we have for such rental during the existence of the works on the land.

Save as aforesaid the provisions of this Consent are to remain unaffected.

Signed X		

I accept a single commuted sum of £40: Yes/ No

