

## Wayleaves

A major part of producing a final route design is gaining permission from the landowners. If you want to know which parts of a field to use or avoid, or the best way around an obstacle; ask the farmer! They will know their land intimately; it is also their place of work and B4RN should not interfere with their farming activities.

Once agreement has been reached with a landowner, the agreement needs to be formalised. B4RN has a standard wayleave contract; this is a single page, plain English document in which the landowner (rather than a tenant) grants B4RN permission to install, maintain and use infrastructure on their land.

The wayleave document refers to a map which should accompany the wayleave as this shows specifically what we are being given permission to do. The maps should show the relevant area at a scale which shows the context, have indicated on it the landowner's ownership boundaries, and the path of the route we wish to take. It may be useful to indicate access routes into fields, any known buried hazards and perhaps other areas to avoid.

**B4RN**  
Broadband for the Rural North Ltd  
Broadband for the Rural North Ltd, Station Yard, Melling, Carnforth LA6 2QY  
Registration no. 31352R


**Wayleave Agreement**

I/We, F BLOGGS  
Name(s) of landowner  
Address of landowner BLOGGS FARM, ANYDALE, CUMBRIA  
Post Code AD1 1XX Phone Number 01333 12345  
Address of property (if different) \_\_\_\_\_  
Post Code \_\_\_\_\_ Phone Number \_\_\_\_\_

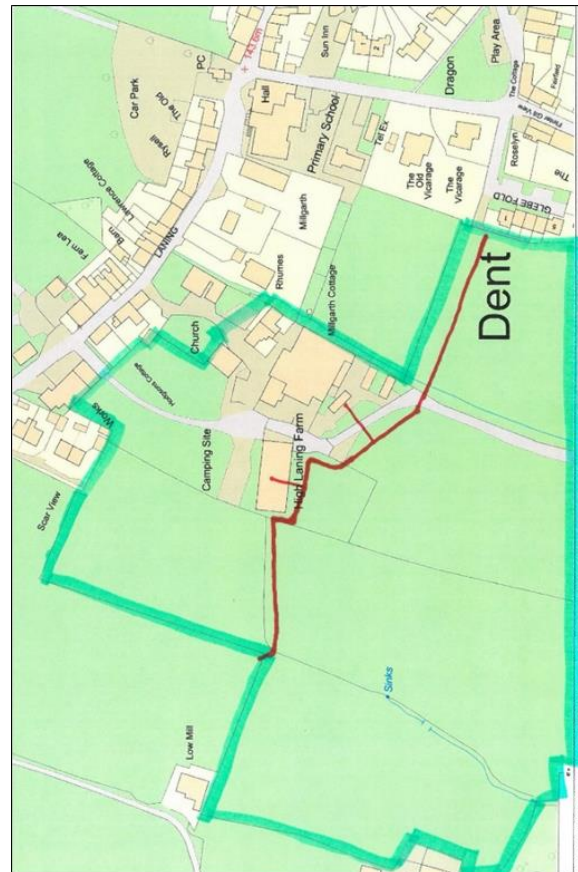
the owners of the land shown on the attached map, agree to let Broadband for the Rural North Ltd (B4RN) install its network across our land following the route shown on the map.

I/We have also marked up on the map the location of any buried services of which we are aware so that B4RN can avoid any potential damage to them whilst installing its network.

1. B4RN agrees to take every care to minimise any inconvenience during the installation and also to make good any damage done.
2. B4RN agrees that the landowner is not liable for any costs associated with subsequent accidental damage to the network across their land.
3. I/We agree to let B4RN have future access to the land for the purpose of maintaining or repairing the network.
4. B4RN will endeavour to arrange for any such access to be at mutually agreeable times and to minimise any disruption and damage to the land caused by the repair. Any accidental damage done will be made good by B4RN.
5. I/We also agree that if we wish to cancel this agreement, we will give B4RN at least twelve months' notice to remove their network components from our land. This is necessary to give B4RN time to install new network runs and avoid disrupting service to other members of the community.
6. B4RN is a not-for-profit community benefit society (registration no. 31352R) whose objective is to provide broadband services to rural communities especially those areas which are poorly served by commercial operators. In recognition of this I/We agree to waive any payment for the granting of the wayleave.
7. Should the network ever transfer to a conventional profit-making company the waiver of payments for wayleaves would cease and the landowner will be free to negotiate with the new owner.

Signed on behalf of the landowner  Print name <u>F BLOGGS</u> Date <u>1-1-19</u>	Signed by authorised B4RN signatory Print name _____ Date _____
---	--

© Broadband for the Rural North Ltd 2017  
Wayleave Agreement V2.2: 06.19  
This wayleave is a contract between the current owner(s) of the property named above and B4RN, which allows B4RN broadband cables to be installed on the land detailed. In the event ownership changes by sale or transfer, the new owner should contact B4RN to update our records and sign a replacement document.



The B4RN wayleave document should be completed with the landowner's name, address and phone number (and the address of the property if different), be signed and dated by the landowner in the bottom left hand box, and be countersigned in the bottom right hand box by a B4RN member of staff (currently B Forde, T Rigg, D Ryall or J Underwood only) – unfortunately as a legal document a member of the volunteer team cannot countersign on B4RN's behalf.

The wayleave and map are then handed into the B4RN wayleave administrator for processing. A copy of the countersigned document will be produced to be given to the landowner for their records (either via the local volunteer, or direct in the post).

## FAQs

Broadband for the Rural North Limited – Community Benefit Society no. 31352R – VAT registration no. 131 5436 42

### **Do you need a wayleave from me?**

- To provide a connection only to your property no wayleave is required and you are responsible for installing the duct between your property boundary and your house.
- Where our network needs to cross your property in order to reach other properties beyond, we do need a wayleave: a one page document allowing the installation and a map which we will mark up with you to show the route that works best for you. The document also protects you from any loss or damage to your property.
- This doesn't make you responsible for any accidental damage to the network where it crosses your property: it's B4RN's responsibility to maintain or repair it.
- If you need the duct removing or moving the wayleave gives you the legal right to require B4RN to do this.

### **Am I responsible for laying duct across my property to someone else's?**

- As above, you are responsible for installing your own duct across your curtilage. It may be that your neighbour's duct will follow the same path, in which case it would be good to bury both together. After that, well it's a community project so just as someone has brought it to your boundary, perhaps you can pass it on in the same spirit. In the case of the 'core' cables – the big bundles which form the 'ring main' of our network, these will be installed by contractors.
- If you don't want to take a service right away, but are prepared to allow a wayleave for the network to cross your land (if needed), then that's no problem: we'll still provide a connection point to allow your property to be connected in future.

### **What if I refuse permission?**

- Where we need to be very clear though, is what happens if the network needs to cross your land, but you're not prepared to allow that to happen. In such cases, of course, we need to find, agree and build an alternative route. That takes time and can cost the project significant sums, as well as delaying the network connections to the properties we were trying to reach beyond you. In that event, we feel it entirely reasonable that if you subsequently wish to take B4RN service, we then ask you to pay:
- The cost of digging to your property boundary from the nearest connection point on the then current network. If this is after the main build, and our volunteers and tools aren't then available, that may need to be at commercial rates.
- The costs, if any, that the project has incurred in originally bypassing your property. In some cases, that could run into thousands of pounds.

This is a community-based project and, of course, functions most effectively when everyone is prepared to support it. We're not asking you to take responsibility for maintaining the network or to suffer any more than the minimum necessary disruption involved, and we'll only ask to cross your land where this is genuinely the most convenient and economic route.

### **Does a wayleave need to be in the deeds?**

Very occasionally we do encounter this from solicitors and land agents. There is an essential difference between a wayleave (our document) and an easement which is a similar agreement but has important differences. An easement is a permanent and binding agreement which commits future owners to 'inherit' the agreement and as such is incorporated into the deeds and Land Registry records. A wayleave is an agreement between B4RN, and the current owner of the land. If this land ownership changes the agreement ceases and must be renegotiated with the new landowner (who has the right to refuse). A wayleave therefore cannot be incorporated into the deeds as suggested because it is a personal agreement between B4RN and an individual, rather than a permanent benefit of right. It should also be pointed out that there is what is called an assignment clause in our wayleave which specifically states that the wayleave cannot be transferred to any other organisation (if for example B4RN changed hands) and there is also a 'lift and shift' clause which gives the landowner the right to cancel the wayleave and serve notice to B4RN to move/remove the cable. The B4RN wayleave additionally indemnifies the owner from any liability whatsoever and agrees that any damage cause during construction or maintenance will be reinstated at no expense to the landowner.