



Wayleave Agreements

In order to provide clarity in terms of the Wayleave process, set out below are Landsec's requirements.

All Wayleave Agreements will be in a standard Landsec format and will be dealt with by CMS on our behalf and as such are subject to legal fees of approximately £1,500 ex VAT.

We need to ensure that a Wayleave is in place prior to installation and in order to initiate the process we require the following information:

Confirmation that the fees will be met by the Customer

- A summary of the installation in the form of a method statement and risk assessment, importantly with drawings attached indicating the route into and through the building.
- Confirmation that all cabling will clearly be labelled every 2 meters with the name of the Customer and operator.
- The solicitor details of the operator
- The operator's wayleave reference number for the job.

This should be provided in the first instance to the Operations Manager, to start Landsec's process. The entire process will very much depend on the operator's legal team, however as an average, between 3-4 weeks should be allowed from the point of submission of all correct information detailed above.

The information below may be of use in explaining the legal process;

For clarity, a Wayleave is an agreement between the landlord and the operator to permit the operator to install and maintain apparatus on the Landlord's property (NOT the Customer's demise). Upon installing the apparatus the operator receives protection security under the Electronic Communications Act 2003. This means that even if the Wayleave comes to an end contractually, in order for the landlord to end the operator's security under the Act it has to serve a notice on the operator so that they remove the apparatus. The operator has the right to counter notice and then Landlord will have to take the operator to court in order to get the apparatus removed. This process has the potential of causing great expense for the Landlord. As such, we request that the operator indemnifies the Landlord for all losses it will suffer in relation to the apparatus being installed (standard for any licence to carry out works) being maintained (standard for any occupation of another's property) and for removing the apparatus at the end of the term (to cover any of the above costs and indirect costs if the operator does not remove the apparatus as it has contracted to do)."