

Network Access Agreement
GWA271133/SE-RBERTS

This is a written agreement made under the Electronic Communications Code (set out in Schedule 3A to the Communications Act 2003) ('the Code').

The agreement is between us Gigaclear Ltd, an operator with powers granted by Ofcom under the Code and you, the owner of the property, according to the details and terms listed below.

Property:	ESX114841 – Land to the north west of Bugh Hill, Etchingham ESX263180 - Land adjoining The Orchard, Church Lane, Etchingham Land Registry Title Deed Reference
Your details (‘Grantor’, ‘Property owner’, ‘you’, ‘your’)	ETCHINGHAM PARISH COUNCIL of Parish Office, Parsonage Croft, Etchingham, East Sussex TN19 7BY
Our details (‘Operator’, ‘Gigaclear’, ‘we’, ‘us’, ‘our’)	Gigaclear Ltd whose registered office is at Building One, Wyndyke Furlong, Abingdon, OX14 1UQ (Registered in England No 07476617)
Apparatus	Electronic communications apparatus as defined in the Code which includes fibre optic cables and any conduits, pipes, ducts, terminals or transmission equipment

By signing in the box below you confirm that:

1. You are the freehold owner of the Property or You occupy the Property under a lease which has a term of one year or more. You understand that Your signature means that others are bound by this agreement under the terms of the Code (which will include a purchaser of the Property);
2. You grant Gigaclear permission to enter your Property under the terms of this agreement.

By signing below, both parties accept the terms of this agreement:

..... Name	For and on behalf of the Property Owner Date
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..... Name Position	For and on behalf of Gigaclear Ltd Date
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TERMS OF THE AGREEMENT

1. In consideration of a peppercorn (the receipt of which You hereby acknowledge) and of Our obligations under this Agreement You agree that We have the right to enter your Property to:
 - 1.1 access existing third-party Apparatus in order to install our Apparatus in accordance with the enclosed plan;
 - 1.2 inspect, repair and maintain our Apparatus;
 - 1.3 remove our Apparatus; and
 - 1.4 exercise any of the above rights
 - 1.5 Lop or cut back, or request You to lop or cut back, any tree or other vegetation that interferes or will or may interfere with Our Apparatus.
2. We agree that, when exercising our rights, we will:
 - 2.1 carry out works in a good and workmanlike manner and as far as is reasonably practicable, reinstate your Property to its former condition;
 - 2.2 Use reasonable endeavours to lop or cut back any trees in a husbandly manner so as to minimise any damage to the trees in carrying out Our rights under this agreement but not where doing so would limit Our rights granted under this agreement; and
 - 2.3 use reasonable endeavours to minimise physical damage in carrying out our rights under this agreement and shall make good to your reasonable satisfaction any damage we cause up to a maximum limit of £10,000 (ten thousand pounds). We do not restrict or limit our liability to you for death or personal injury caused by our negligence.
3. You agree that, if You choose to lop or cut back any tree or vegetation for the purposes of this agreement, You will:
 - 3.1 Carry out the works, or arrange for the works to be carried out, no more than 14 calendar days from the date that this is requested by Us in writing, failing which You agree to allow Us to commence the works immediately;
 - 3.2 Carry out the works, or arrange for the works to be carried out, in a good and workmanlike manner;
 - 3.3 Indemnify Us from any and all claims made against You as a result of Your actions under this agreement.
4. We agree to be responsible for any claims made against you if someone makes a claim against you as a result of our actions under this agreement, provided that you did not cause or contribute towards the claim, you give us immediate notice of any claim and you do not settle any part of any such claim without our written permission (which shall not be unreasonably withheld or delayed).
5. Gigaclear owns the Apparatus at all times. You and anyone You are responsible for, must not cause damage to or interfere with Our Apparatus or its operation and shall not permit any third party to do the same. You may not, without our prior written consent, place, build or plant anything on your property which denies us reasonable access to or will interfere with our Apparatus, but this does not apply to pre-existing trees or other vegetation.
6. This agreement will remain in force for as long as we (or anyone who takes over our assets or business) have powers under the Code or until the agreement is terminated under Clause 6 below. We may end this agreement by giving you six months' notice. This agreement will also end if we permanently remove all our apparatus from your Property.
7. You may end this agreement by giving us 18 months' written notice under paragraph 31 of the Code if:
 - 7.1 this agreement ought to come to an end as a result of substantial breaches by us of our obligations under the agreement;
 - 7.2 We have persistently delayed making payments due to you under the terms of this Agreement;
 - 7.3 You intend to redevelop all or part of the Property and could not reasonably do so unless this Agreement comes to an end;

- 7.4 the prejudice caused to you by the continuation of this agreement is incapable of being adequately compensated by money and the public benefit likely to result from the continuation of the Agreement does not outweigh the prejudice to you.
8. The procedure for sending notices under this agreement is set out in the Code. We will send notices to your address shown on page 1 of this agreement. You must send any notice in writing to our address at page 1.