

OWNER

# Wayleave Agreement

made the

day of

2025

BETWEEN: **Hurstpierpoint Parish Council of Council Offices, Trinity Road, Hurstpierpoint, Hassocks, BN6 9UY** ("the Grantor") of the one part and

**Southern Power Networks plc** whose registered office is Newington House, 237 Southwark Bridge Road, London, SE1 6NP ("the Company") of the other part

## BACKGROUND

The Grantor is the freehold owner of the Property and has agreed to grant rights to the Company in respect of the Works on the terms set out below

IT IS AGREED as follows:-

### 1.- DEFINITIONS

"the Company" includes its Subsidiaries, Associated Companies, successors and assigns

"the Grantor" includes its tenants, licensees and employees

"the Plan" means the plan annexed hereto

"the Property" means the land shown on the Plan and described by the Land Registry (or locally where the land is unregistered) as being **Land at South Lane, Hurstpierpoint, Hassocks**

"the Works" means the works shown on the Plan and described in the Schedule

### 2.- THE RIGHTS

THE Grantor hereby grants consent for the Company:-

- (a) To install, maintain, inspect, alter, renew, remove and retain the Works and to enter the Property at all reasonable times (or at any time in the case of emergency) with or without vehicles plant or machinery for such purposes
- (b) To fell or lop in a woodman like manner any tree or hedge on the Property which obstructs or interferes with the Works

### 3.- THE COMPANY'S COVENANTS

THE Company shall:-

- (a) Not cause any unnecessary damage or injury to the Property and shall take all reasonable precautions to avoid obstruction or interference with the use of any road or footpath sewer drain or watercourse that may be crossed by the Works
- (b) Make good to the reasonable satisfaction of the Grantor any damage caused by or arising out of the execution of the Works. If for any reason any such damage cannot be made good the Company and the Grantor shall agree a compensation figure for the damage that cannot be made good with both parties acting reasonably to agree the figure.
- (c) Give to the Grantor not less than five days' previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended exercise of any of the rights conferred by Clause 2 above
- (d) During the continuance of this Agreement pay to the Grantor in respect of the consent hereby given annual sums in accordance with current figures published from time to time by the Energy Networks Association (excluding payments in relation to underground cables which are not published by the ENA)
- (e) At all times keep the Grantor indemnified against all losses, damages and expenses which he suffers or incurs by reason or on account of any breach of this Agreement including any negligent act or omission of the Company in



connection with the execution or existence of the Works provided that this indemnity shall not extend to any such losses damages or expenses to the extent caused by the default of the Grantor

#### 4.- THE GRANTOR'S COVENANTS

THE Grantor shall not:-

- (a) Do or cause or permit to be done on the Property anything likely to cause damage or interference of any kind to the Works
- (b) Make or cause or permit to be made any material alteration to the Property so as to interfere with or obstruct the access to the Works or so as to interfere with the support afforded to the Works by the surrounding soil without the prior written consent of the Company

#### 5.- TERMINATION

This Agreement shall remain in force until determined at the expiry of not less than twelve months' previous written notice given at any time by either party but without prejudice to the rights which the Company might exercise under the Electricity Act 1989

#### THE SCHEDULE

- (a) THE placing of **HV** underground cables and **earth conductor** for transmitting electricity as indicated in the approximate position on the attached plan, shown by a broken red line. Length of cable(s) approximately 5 metres.

THE parties hereto have set their hands the day and year first above written

SIGNED BY (Grantor's Signature).....  
(please also sign plan)

SIGNED BY (Grantor's Signature).....  
(please also sign plan)

SIGNED BY (Grantor's Signature).....  
(please also sign plan)

SIGNED BY (Signature).....

For and on behalf of Southern Power Networks plc

#### Office Use Only

| Asset Type | Asset No.<br>(Add. Stays inc. Pole No.) | Asset ID | Land Type | Land Reg. No. | Grid Ref.<br>(8 Fig.) |
|------------|-----------------------------------------|----------|-----------|---------------|-----------------------|
| U/G Cable  | NEW                                     | NEW      | Elsewhere | K979274       | TR216433              |
| Select     |                                         |          |           |               |                       |
| Select     |                                         |          |           |               |                       |
| Select     |                                         |          |           |               |                       |
| Select     |                                         |          |           |               |                       |

**Underground Cable Note:**  
 (A) If cable length is less than 250m then 8 Fig. Grid Ref. to be captured at middle point. .  
 (B) If cable length is more than 250m then 8 Fig Grid Ref. to be captured every 250m.

|         |          |       |  |       |  |        |  |
|---------|----------|-------|--|-------|--|--------|--|
| 0-250m: | TR216433 | 500m: |  | 750m: |  | 1000m: |  |
|---------|----------|-------|--|-------|--|--------|--|

|                            |   |              |               |
|----------------------------|---|--------------|---------------|
| Back Dated Payment (Years) | 6 | Make Payment | 'NEW' Delayed |
|----------------------------|---|--------------|---------------|

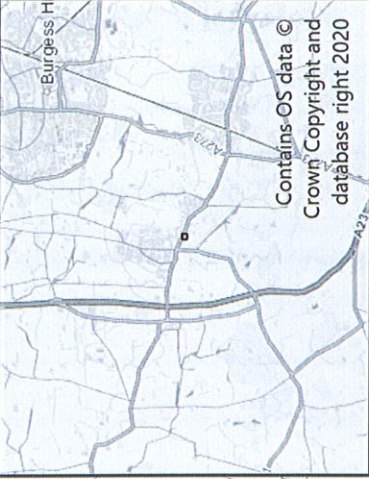
This Document Replaces

|                     |  |
|---------------------|--|
| Agreement No.:      |  |
| Agreement No.:      |  |
| Additional Comments |  |





Hurstpierpoint PD-29007  
Wayleave Plan



Contains OS data ©  
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database right 2020

Location:

Land at South Lane,  
Hurstpierpoint,  
BN6 9YD

Legend

--- Cable Route

□ Land Boundary

Olympus House  
Olympus Park  
Queadley  
Gloucester  
GL2 4NF  
T 01452 880000



Draw No. UKPN-PD29007-WP-1-V1

GRID REF: 528273E 116345N

JOB: 539491 DRAWN: RA

DATE: 10/12/2024 CHECKED: AH

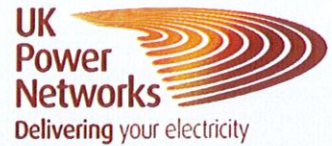
SCALE: 1:500 @ A4





Registered Office:  
Newington House  
237 Southwark Bridge Road  
London SE1 6NP

Company:  
UK Power Networks  
(Operations) Limited



Registered in England and Wales No: 3870728

Dear Customer

With regards to our guarantee period we work to the New Roads and Street Works Act 1991, Specification for the Reinstatement of Openings in Highways 1991, Third Edition - [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/11042/sroh.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11042/sroh.pdf) .

The specification states regarding privately owned Streets:

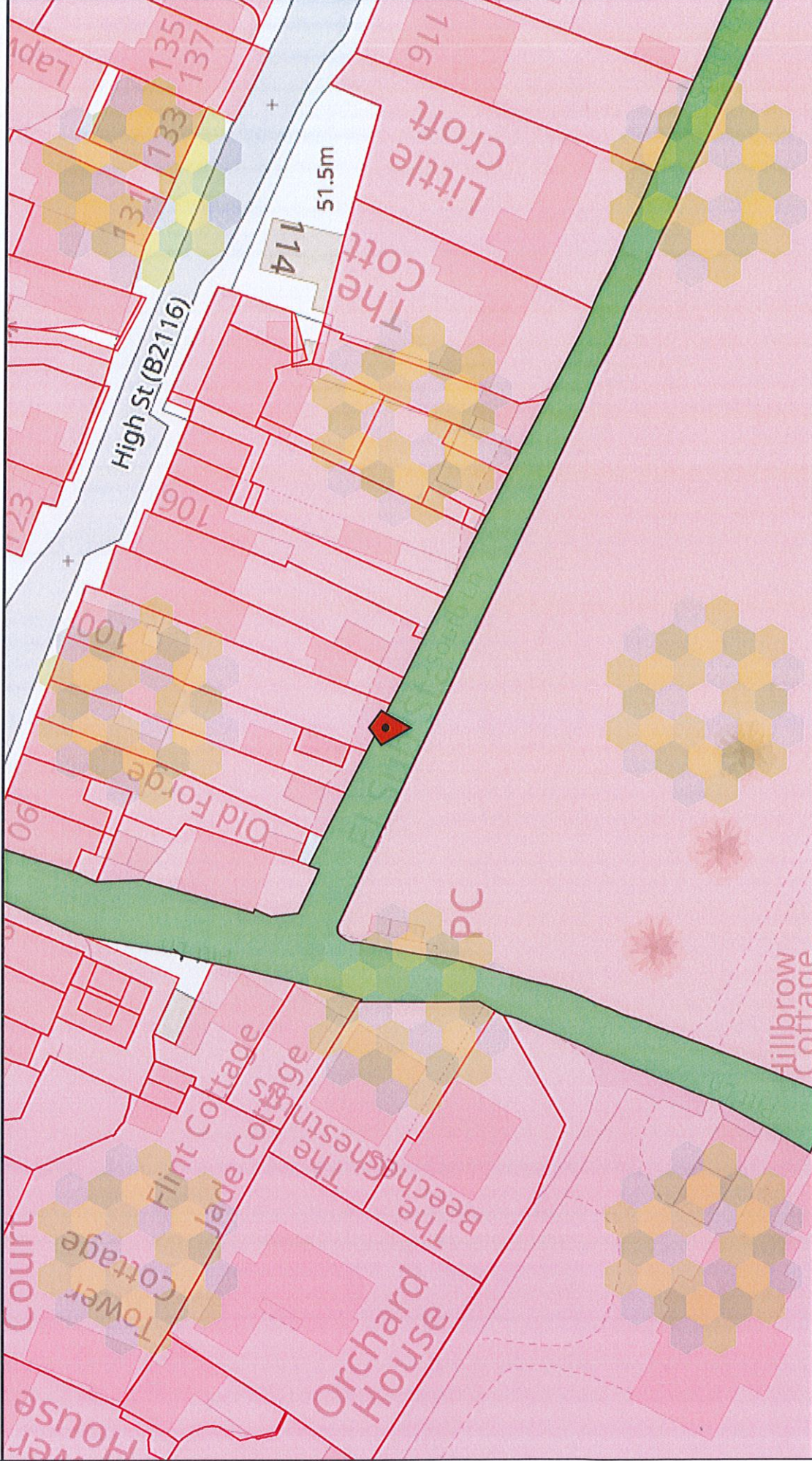
*The requirements and standards in this Specification apply to streets which are maintainable or prospectively maintainable at public expense. In the case of all other streets, only those relevant parts of this Specification relating to "Surround to Apparatus" and "Backfill" shall apply. Surfacing layers, if any, shall be reinstated, as far as is reasonably practicable, to match the existing construction. In all cases, reinstatement must be undertaken to the reasonable satisfaction of the Street Manager.*

Therefore, there is no set guarantee period. We would usually honour the same guarantee period as public works which is 2 years for reinstatements no deeper than 1.5m, and 3 years for reinstatements deeper than 1.5m.

Kind regards

UK Power Networks





0 2 4 6 8 12 16 20m

Map scale 1:625

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Data last updated 10:00pm 25 FEBRUARY, 2025





| Title number | Estate information | Address                                      |
|--------------|--------------------|----------------------------------------------|
| WSX233350    | Freehold           | LAND AT PITT LANE, HURSTPIERPOINT, HAS SOCKS |