

Agreement for access to [property address.] (the "Property") to install telecommunications apparatus.

This agreement is between us, **Truespeed Communications Limited** (incorporated and registered in England and Wales with company number 09187893 whose registered office is at Pinesgate West, Lower Bristol Road, Bath BA2 3DP), and **you**, the owner/ occupier of the Property.

We request your permission for access to the Property to allow us to install, operate and maintain new telecommunications apparatus on the Property (the "**Apparatus**") as described on the attached plan, as part of our telecommunications network. We propose to carry out the required works on our standard terms and conditions overleaf.

[Insert apparatus description, and attach plan]

TRUESPEED SAMPLE AGREEMENT

The Grantor

I grant Truespeed and its representatives the right to access the Property and install the apparatus on the terms and conditions stated overleaf.

Full name:

Contact Address:

Date:.....

[sign here]

The Operator

Signed for and on behalf of Truespeed Communications Limited

Full Name:

Date:.....

[sign here]

Standard Terms and Conditions

- 1) You confirm that you are the freehold owner/long leasehold owner of the Property and that you don't require the consent of any person to enter into and give effect to this agreement.
- 2) You grant us the right to inspect, install, operate, maintain and upgrade the Apparatus on, over or under the Property, and to carry out work as necessary for the installation, upgrading, operation and maintenance of our Apparatus for the period of _____ from the date of this agreement.
- 3) We will endeavour to provide you with reasonable notice of any date on which we intend to access the Property. What constitutes "reasonable notice" is in our discretion and will take into account our business and technical needs and the extent of the access which is required.
- 4) We will take all reasonable care when on your Property to avoid any damage to your Property, and we will rectify any damage we inadvertently cause.
- 5) We will cover you against third-party liability (other than any indirect or consequential loss) arising out of us failing to keep to this agreement or being negligent in carrying out our rights under this agreement up to [£10,000,000 (ten million pounds)] as long as you tell us about any claim as soon as possible, do not agree or settle any claim without first getting written permission from us or our insurers, make reasonable efforts to reduce your losses, and allow us to defend any third-party claims in your name at our cost.
- 6) The Apparatus will remain the property of Truespeed.
- 7) Nothing in this agreement will prevent or restrict you from altering or developing any part of your Property but you must give us reasonable notice if you plan to carry out any work which is likely to make it more difficult to access the Apparatus.
- 8) You must not do anything that prevents our access to, or interferes with the operation of the Apparatus.
- 9) Any notice you send to us must be in writing and sent to our registered office.
- 10) This agreement is governed by English law.
- 11) This agreement is entered into pursuant to the Electronic Communications Code set out in Schedule 3A to the Communications Act 2003 Code ("the Code").
- 12) We may transfer or share the benefit of this agreement and any rights it provides with other operators (as defined in the Electronic Communications Code). Where we refer to 'us' or 'we' in this agreement, this also includes anyone we transfer the rights to or share the benefits with.
- 13) You may terminate this agreement by giving us no less than 18 months' prior written notice if a) the Apparatus needs to be removed to facilitate the redevelopment of the Property because such redevelopment cannot reasonably be carried out without the removal of the Apparatus or b) there have been substantial breaches by us of our obligations under the agreement.