

PROCESSING TEAM
SEARCHFLOW
42 KINGS HILL AVENUE
KINGS HILL
WEST MALLING KENT
ME19 4AJ

Date : 27 March 2017

Your Ref : PO24048738

Our Ref : Archives

Dear Sirs,

**WAYLEAVE SEARCH at COLWELL BAY HOLIDAY COTTAGES FORT WARDEN ROAD TOTLAND BAY
ISLE OF WIGHT PO39 0DA**

Thank you for your request. We have now completed a search of our Wayleave Archives and:-

- We enclose copies of any wayleave agreements found
- We have been unable to find any wayleave agreements for this location

X

Any rights of entry or otherwise are detailed in the relevant wayleave agreement and/or by the Electronic Communications Code, which is Schedule 2 to the Telecommunications Act 1984, as amended by the Communication Act 2003. No liability falls on the owner/occupier for the maintenance of BT structures and no fee is payable to BT.

SITE DEVELOPMENT

If your client is proposing to develop their site, any proposed method for serving your clients property would need to be discussed in detail with the BT planner following an order for telecommunications service.

BT APPARATUS LOCATION PLAN

If you require production of a marked up plan showing the location of BT apparatus please email nnhc@openreach.co.uk, there is a charge for this service. For the production of more than 20 maps you may be interested in our Maps by Email service on stoke.incoming.notices@openreach.co.uk

Yours faithfully

Joanna Hepper

WAYLEAVE ARCHIVE MANAGER

Wayleave agreement for British Telecommunications plc -

BT reference: **SA124101**

Notice

- This is an agreement under the Electronic Communications Code ('the Code'). For more information about the code, see the notes at the end of this agreement.
- By signing this agreement, you allow us to place apparatus on your property and keep it there.
- We recommend you keep this agreement with your title deeds.

This agreement is between you,

ISLAND VIEW HOLIDAYS
of

(your name)

(your address or registered or main office)

ROOKLEY COUNTRY PARK
ROOKLEY
ISLE OF WHITE

PO38 3LU

and us, **British Telecommunications plc** whose registered office is 81 Newgate Street, London, EC1A 7AJ. (Registered in England No 1800000)

The term 'us' includes anyone who takes over our business, and our contractors. The term 'you' also refers to any others who are bound by this agreement under the terms of the code.

Property the agreement relates to

ISLAND VIEW, FORT WARDEN ROAD, TOTLAND, ISLE OF WHITE, PO39 0DA

('your property')

Description of our apparatus

PVC DUCT, JOINT BOXES AND ASSOCIATED CABLING.

('our apparatus') If there is a plan attached to this agreement, it shows the approximate position of our apparatus.

Your signature:



Please print name

A. CARDICOTT

Our signature:



(D Turnbull)

For office use only

Date of agreement

20 JUN 2006

SA124101

1 Our rights

We have the following rights ('our rights').

We may:

- install our apparatus on, under, or over your property;
- inspect our apparatus;
- repair or alter our apparatus;
- remove our apparatus;
- add further cables in existing duct.

We may come on to your property to do any of these things without giving you notice. However, we will try to contact you beforehand if possible. If we need to bring vehicles or heavy machinery onto your property, we will ask you first unless it is an emergency.

2 Our responsibilities

We will cause as little damage to your property as possible. If we do damage your property, we will repair it to your reasonable satisfaction.

As well as your normal legal rights we will indemnify (compensate) you up to £1,000,000 if someone makes a claim against you because of us installing or keeping our apparatus on your property as long as :-

- you did not cause or contribute to the claim;
- you let us know straight away when you hear about a possible claim; and
- you get our permission in writing before you make any payments or admit liability.

3 Your responsibilities

You must not damage our apparatus or allow anyone else you are responsible for to damage our apparatus.

You must not place or build anything on your property which would make it more difficult for us to get to our apparatus. You must not plant a tree or shrub if the roots are likely to interfere with our apparatus, unless you have to do this because of planning law.

4 Notices

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 to us at our registered office address.

5 Who apparatus belongs to

Our apparatus belongs to us at all times.

6 Ending this agreement

We may end this agreement by giving you three months' notice.

This agreement will end if we remove all our apparatus from your property.

Notes (These notes do not form part of the agreement.)

The code is Schedule 2 to the Telecommunications Act 1984 (as amended). The code sets out our rights and responsibilities when we put apparatus on private property such as your property.

Paragraph 2 of the code says we must get the occupier's written permission to place apparatus on private land.

Paragraph 20 of the code gives you the right to ask us to change, move, or remove our apparatus if this is necessary so you can make an improvement to your property.

Paragraph 24 of the code sets out the procedures for notices.



