

## **HEADS OF TERMS**

### **Subject to Contract**

#### **Greenfield**

1.	AGREEMENT	<p>These Heads of Terms outline the main terms agreed by the Landlord (1) and EE Limited and Hutchison 3G UK Limited (2).</p> <p>The proposed Lease is to be granted pursuant to the electronic communications code set out in Schedule 3A to the Communications Act 2003 ("the Code").</p>
2.	LANDLORD	Bracebridge Heath Parish Council having its registered office at Bracebridge Heath Community Library, London Road, Bracebridge Heath, Lincoln, LN4 2LA
	OVERSEAS LANDLORD	No
3.	LANDLORD'S/MANAGING AGENTS BANK ACCOUNT DETAILS	Please note that the Landlord will be required to provide evidence of his or her bank details prior to completion by providing a paying in slip or by other means as specified and approved by the Tenant.
4.	TENANT	<p>EE Limited (company number 02382161) whose registered office is at Trident Place, Mosquito Way, Hatfield, Hertfordshire AL10 9BW ("EE") and Hutchison 3G UK Limited (company number 03885486) whose registered office is at Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH ("H3G").</p> <p>References to the Tenant include EE and H3G and their employees, agents and contractors.</p>
5.	COMMUNICATIONS SITE	<p>Address: Bath Road, Bracebridge Heath, Lincoln, Lincolnshire, LN4 2TU</p> <p>The area of land to be outlined in red on the plans at the Landlord's Property.</p> <p>Site Id /Cell No: 76610</p>
6.	LANDLORD'S PROPERTY	Address: Bath Road, Bracebridge Heath, Lincoln, Lincolnshire, LN4 2TU
7.	TERM	10 years from and including the date of completion of the Lease (it being acknowledged by the parties that the Lease shall continue after the Term until it is brought to an end in accordance with Part 5 of the Code).
8.	SITE PAYMENT	The Site Payment is to be made up of a Consideration of £750 per annum which has been derived according to the meaning given to them in the Code.
9.	SITE PAYMENT COMMENCEMENT DATE	Commencement of the works
10.	SITE PAYMENT DATES	Payment of the Site Payment is to be made annually in advance on the Term commencement date and

		each anniversary of the Term commencement date during the Term.
11.	EQUIPMENT AND ASSOCIATED RIGHTS	<p>Equipment being "electronic communications apparatus" as that term is defined in the Code which shall include but not be limited to apparatus cabling antennas dishes remote radio units masthead amplifiers equipment cabins/cabinets and structures and any ancillary apparatus power communications cabling fixings or equipment and all such other items which the Tenant may require for the Permitted Use.</p> <p>The Tenant shall be permitted to erect, install, keep installed, inspect, use, alter, adjust, maintain, repair, retain, replace, renew, upgrade, substitute, operate, decommission, add to or remove the Equipment on the Communications Site or relocate the Equipment to another position within the Communications Site.</p> <p>The Tenant shall be entitled to install the Equipment in stages.</p> <p>The Tenant shall be permitted to erect maintain alter and renew a fence on or around the Communications Site.</p>
12.	PERMITTED USE	The provision and/or operation of electronic communications networks and/or electronic communications services (each within the meaning of the Communications Act 2003).
13.	TITLE	<p>The Landlord will warrant to the Tenant that it has sufficient legal title to the Landlord's Property, the Communications Site and the Access Route to grant this Lease and that there is nothing in its title which would interfere with the exercise of the rights granted in the Lease (the 'Rights') by the Tenant.</p> <p>The Landlord will before completion of the Lease obtain any necessary consents required to enter into and give full effect to the Lease.</p>
14.	RATES	The Tenant shall pay any rates, taxes and similar impositions arising out of their use of the Communications Site, the Equipment and any works carried out by the Tenant.
15.	INSURANCE	The Tenant shall maintain insurance to a minimum of ten million pounds (£10,000,000) against public liability and other third party liability in connection with any injury, loss or damage to any persons or property arising out of the Tenant's use of the Communications Site.
16.	ELECTRICITY	<p>The Tenant shall have the right to:</p> <p>(a) install its own electricity supply to the Equipment either directly or via the regional electricity company along a route to be agreed by the parties acting reasonably; or</p> <p>(b) connect into and use the Landlord's electricity supply in the event that the Tenant is not able to</p>

		<p>reasonably procure the installation of its own electricity supply.</p> <p>The route of such connections is to be reasonably specified by the Tenant and approved in writing by the Landlord acting reasonably.</p> <p>The tenant shall pay for all electricity consumed by the telecommunications equipment.</p>
17.	BACK UP POWER GENERATOR	<p>The Tenant may bring onto, keep on a temporary basis only, refuel and operate on the Communications Site a power generator and associated fuels together with the right to install permanently any associated sockets and Cables such generator to be used at any time prior to the installation of the Tenant's permanent electricity supply and/or during any period when the electrical supply to the Communications Site or the Equipment fails.</p> <p>Any temporary storage of fuels on site must be done in accordance with appropriate regulations.</p>
18.	CABLES	<p>The Tenant (and/or authorised third party suppliers) shall have the right (in accordance with relevant industry standards) to install, keep installed, inspect, use, alter, adjust, maintain, repair, retain, replace, renew, substitute, add to, operate, decommission, upgrade and remove the Cables over, under or through the Landlord's Property leading to and from the Equipment and the Communications Site (the route of such Cables to be approved by the Landlord, acting reasonably).</p>
19.	WAYLEAVES	<p>If any wayleaves or other agreements are required for Cables over, under or through the Landlord's Property, the Landlord shall use all reasonable endeavours to enter into such agreement(s) on reasonable terms with the relevant third-party supplier(s) within 28 days of receipt of the draft agreement and the plan showing the proposed route of the Cables.</p>
20.	ACCESS	<p>The Landlord shall grant the Tenant the right of access from the public highway across the Landlord's Property to and from the Communications Site (the "Access Route" (which is to be coloured brown on the plan)).</p> <p>Access will be provided at all times and for all purposes with and without vehicles plant and machinery over and along the Access Route and such other areas of the Landlord's Property as are reasonably necessary to gain access to the Communications Site and/or the Equipment and/or the Cables subject to the Tenant:</p> <p>(a) reporting any known damage caused in the exercise of this right to the Landlord within 48 hours and making good any damage caused to the reasonable satisfaction of the Landlord.</p> <p>Except where already permitted above (when no approval shall be required) subject to approval of the Landlord such approval not to be unreasonably</p>

		<p>withheld or delayed the Tenant shall have the right to access other parts of the Landlord's Property adjoining the Communications Site and the Access Route as may be required for the exercise of the Rights subject to:</p> <ul style="list-style-type: none"> <li>(a) giving ('the Access Contact) 7 days' prior notice (which need not be in writing); and</li> <li>(b) providing full details of the Tenant's requirements for access.</li> </ul> <p>No approval shall be required and (a) and (b) above shall not apply in cases of emergency works.</p>
21.	SET-DOWN AREA AND CHERRY PICKER	<p>The Tenant shall be able to use the Set-Down Area (which is to be shown edged or coloured on the Plan) on a temporary basis for:</p> <ul style="list-style-type: none"> <li>(a) parking and turning vehicles; and/or</li> <li>(b) installing and using a cherry picker or crane for as long as it is reasonably necessary so as to install keep retain operate repair add to maintain adjust alter substitute replace renew upgrade remove and inspect the Equipment.</li> </ul>
22.	PLANNING	<p>The Tenant shall be responsible for obtaining planning permission and other statutory consents required for the installation of the Equipment.</p>
23.	REPAIR	<p>The Tenant shall keep the Communications Site, the Equipment and any boundary fencing in good tenantable repair and condition.</p>
24.	TREE LOPPING	<p>In the event that any trees or other vegetation on the Landlord's Property obstruct or interfere or may obstruct or interfere with the operation of the Equipment the Tenant shall (having first notified the Landlord) have the right at its own cost to trim or cut back such trees or other vegetation.</p>
25.	INDEMNITY	<p>the Tenant shall indemnify the Landlord in respect of all claims brought against the Landlord in its capacity as landlord of the Communications Site with any associated reasonable costs and expenses (the "<b>Proceedings</b>") arising directly from any negligent act or omission by the Tenant in the exercise of the Rights and/or use of the Communications Site and/or the Equipment PROVIDED THAT:</p> <ul style="list-style-type: none"> <li>(a) the Landlord shall promptly notify the Tenant of any Proceedings and the Landlord will not compound, settle or admit those Proceedings without the consent of the Tenant (such consent not to be unreasonably withheld or delayed);</li> <li>(b) the Tenant shall be entitled at its own cost to defend or settle any Proceedings subject to the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).</li> </ul> <p>The indemnity will not extend to:</p> <ul style="list-style-type: none"> <li>(a) economic or consequential loss;</li> </ul>

		<p>(b) any negligence, wilful act, default or omission of the Landlord or any other person outside the Tenant's control;</p> <p>(c) any Proceedings to the extent that the Landlord has failed to take any action that it ought to have taken to mitigate its loss; and</p> <p>(d) the indemnity shall be capped at ten million pounds (£10,000,000) in respect of a single claim or a series of claims arising from the same incident or event or a series of connected incidents or events (except in the event of death or personal injury where there shall be no limit).</p>
26.	NON-INTERFERENCE	The Landlord agrees not to knowingly interfere with, tamper with or obstruct the Communications Site, the Equipment and the supply of electricity to the Communications Site and the Equipment or do or authorise anything to be done that may cause interference with the operation of the Equipment and agrees to take all reasonable precautions and steps necessary to ensure that no person shall interfere or tamper with the same.
27.	LAND REGISTRY	<p>The Tenant will register its interest in the Communications Site at the Land Registry.</p> <p>The Landlord will promptly assist the Tenant with any requisitions raised by the Land Registry to enable the Tenant's application to be completed by the Land Registry as soon as practicable.</p>
28.	DEALINGS	<p>1. The Tenant shall be entitled to:</p> <p>(a) assign or transfer the Equipment, the Rights, and/or the Communications Site and/or the Lease to any Code Operator (being a person in whose case the Code is applied);</p> <p>(b) underlet the Communications Site and/or the Lease to any Code Operator;</p> <p>(c) share occupation or possession of the Communications Site and/or grant a licence of part of the Communications Site to share occupation or possession of the Communications Site and/or share the use of the Equipment and/or permit the exercise of the Rights by or with any Code Operator.</p> <p>2. The Tenant shall be entitled to:</p> <p>(a) assign or transfer the Equipment, the Rights, and/or the Communications Site and/or the Lease to any Non-Code Operator (being a person in whose case the Code is not applied but who provides and/or operates electronic communications network(s) or service(s) or an infrastructure system (as defined in the Code));</p> <p>(b) underlet the Communications Site and/or the Lease to any Non-Code Operator;</p> <p>(c) share occupation or possession of the Communications Site and/or grant a licence of part of the Communications Site to share occupation or possession of the Communications</p>

		<p>Site and/or share the use of the Equipment and/or permit the exercise of the Rights by or with any Non-Code Operator PROVIDED THAT:</p> <ul style="list-style-type: none"> <li>(i) no relationship of Landlord and Tenant is established;</li> <li>(ii) the Tenant remains in occupation of the Communications Site;</li> <li>(iii) the arrangement is consistent with the terms of the Lease and is documented in writing;and</li> <li>(iv) the Landlord is notified in writing within 10 working days of such other party sharing occupation or possession of the Communications Site.</li> </ul> <p>3. Notwithstanding 1 and 2 above the Tenant shall be entitled to:</p> <ul style="list-style-type: none"> <li>(a) assign or transfer the Equipment, the Rights, and/or the Communications Site and/or the Lease to any Group Company or Group Companies or any combination of Group Company or Group Companies and/or either or both of the companies comprising the Tenant;</li> <li>(b) underlet the Communications Site and/or the Lease to any Group Company or Group Companies or any combination of Group Company or Group Companies and/or either or both of the companies comprising the Tenant;</li> <li>(c) share occupation or possession of the Communications Site and/or grant a licence of part of the Communications Site to share occupation or possession of the Communications Site and/or share the use of the Equipment and/or permit the exercise of the Rights by or with any Group Company or Group Companies.</li> </ul> <p>For the purposes of the Lease a Group Company shall mean a subsidiary of either or both of the companies comprising the Tenant or the holding company of either or both of the companies comprising the Tenant or another subsidiary of the holding company of either or both of the companies comprising the Tenant within the meaning of section 1159 of the Companies Act 2006 whether that Group Company is a Code Operator, Non-Code Operator or otherwise).</p> <p>4. The Tenant may charge or assign the Lease by way of security.</p>
29.	TERMINATION BY THE TENANT	<p>The Tenant shall be able to terminate the Lease if either or both of the companies comprising the Tenant ceases to be a Code Operator by serving not less than 3 months' notice on the Landlord.</p> <p>The Tenant shall be able to terminate the Lease at any time after 12 months by giving the Landlord not less than three months' notice.</p>

		<p>The Tenant may terminate the Lease at any time before commencement of the works by giving the Landlord one month's notice.</p> <p>Reimbursement of any site payment paid in advance and which is attributable to the period after termination will be made by the Landlord within 28 days of any termination.</p>
30.	TERMINATION BY THE LANDLORD	<p>The Landlord shall have the right to terminate this Lease by giving the Tenant not less than 18 months' notice where:</p> <p>(a) there are persistent delays by the Tenant in making payments to the Landlord provided that in respect of any payments (other than the Site Payment) the nature of the payment has been notified to the Tenant and the amount of the payment has been formally demanded by the Landlord and has remained unpaid for a period of 28 days or more; or</p> <p>(b) there are substantial breaches by the Tenant of its obligations under this Lease and the Tenant has not remedied the breaches within a reasonable time (being a period of no less than 3 months) having been given prior written notice of such breaches by the Landlord.</p>
31.	SITE PAYMENT SUSPENSION	<p>The Site Payment shall cease to be payable in respect of any period when:</p> <p>(a) The Communications Site is unfit for occupation and the Permitted Use following damage caused by any reason outside of the Tenant's control;</p> <p>(b) the Tenant is prevented from gaining access to the Communications Site or the Equipment due to any reason or cause within the reasonable control of the Landlord;</p> <p>(c) the Tenant has, at the Landlord's request, switched off or disconnected the Equipment;</p> <p>(d) there has been any interference or tampering with the Equipment as described in the 'Intereference' section of these Heads of Terms;</p> <p>(e) the Landlord has not entered into any requested wayleave in accordance with the 'Wayleaves' section of these Heads of Terms;</p> <p>(f) the Communications Site is not able to be used for the Permitted Use due to obstructions on the Landlord's Property.</p> <p>In the event that the Site Payment is suspended as a result of one of the above occurrences for more than one calendar year then the Tenant shall have the right to terminate the Lease on or after the one year anniversary of the commencement of the Site Payment suspension by giving to the Landlord not less than one week's prior written notice.</p>

32.	LANDLORD'S PROFESSIONAL COSTS	Up to £1,500 plus vat for Agent fees. Up to £1,500 plus vat for Solicitors fees.
33.	FORM OF LEASE	The Tenant's standard form.
34.	TENANT'S SOLICITORS	Firm: TBC Contact: Address:  Tel: Fax: E-mail:
35.	LANDLORD'S SOLICITORS	Firm: TBC Contact: Address: Tel: E-mail:
36.	TENANT'S AGENT/AC's DETAILS	Firm: WHP Telecoms Contact: Matthew Dunne Address: WHP Telecoms, 401 Faraday St, Risley, Warrington WA3 6GA Tel: 07801 664725 e-mail: m.dunne@whptelecoms.com
37.	LANDLORD'S AGENT'S DETAILS	Firm: Contact: Address: Tel: e-mail:
38.	HAS THE LANDLORD OPTED TO TAX (VAT) IN RESPECT OF THE PREMISES  LANDLORD'S VAT REGISTRATION No.	TBC VAT will be paid upon receipt of a valid VAT invoice addressed to the Tenants. Vat No:

**Approved by Landlord .....**



**Date** .....

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**Approved on behalf of the Tenant  
(EE Limited and Hutchison 3G UK Limited)**

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**Date** .....