

TERMS OF WAYLEAVE

1. In these terms:

The expression 'electric line' shall have the same meaning as in the Electricity (Northern Ireland) Order 1992 namely any line which is used for carrying electricity for any purpose and includes:

- (a) any support for any such line, that is to say, any structure, pole or other thing in, on, by or from which any such line is or may be supported, carried or suspended;
- (b) any apparatus connected to any such line for the purpose of carrying electricity; and
- (c) any wire, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports, or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with, any such line.

The expression 'the erection of the electric line' includes the laying using inspecting maintaining repairing modifying removing and/or retention of the electric line.

The expression 'service line' shall mean 'any electric line through which electricity may be supplied or intended to be supplied to the Grantor either from any main or directly from the premises of the Grantee'.

The expression 'lands' includes water, buildings and structures.

2. The electric line shall remain the property of the Grantee.
 3. The Grantee may carry out the erection of the electric line across the said lands only along the route shown on the map annexed hereto subject to such minor deviations from the said route as may be necessary or desirable.
 4. The Grantor shall indemnify the Grantee against any claims for or in the nature of wayleave rent which may be made by any tenants or other occupiers or persons having an interest in the lands of whose rights and interests in the lands the Grantor was aware at the date of signing the Wayleave Agreement.
 5. Without prejudice to the provisions of Article 13 and Schedule 4, paragraph 14 of the Electricity (Northern Ireland) Order 1992 the Grantee may, on giving twenty-one days' Notice, cause any tree or shrub to be felled or lopped or its roots to be cut back so as to prevent it from obstructing or interfering with the installation, maintenance or working of the electric line or plant or from constituting an unacceptable source of danger (whether to children or to other persons) and the Grantee shall pay to the Grantor reasonable compensation for any tree belonging to the Grantor which shall be felled by the Grantee.
 6. The Grantee shall throughout the continuance of this Agreement be liable for all just and fair claims for damage or loss sustained by the Grantor his tenants agents or servants in respect of their livestock crops or other property by the erection of the electric line or through any defect in or breakage thereof PROVIDED ALWAYS that (a) such damage or loss is not caused by the wilful act, default or neglect of the Grantor or his tenants agents or servants and (b) a statement in writing of the claim is received by the Grantee.
 7. Save as otherwise provided herein the Grantee shall indemnify the Grantor from and against all actions claims costs and expenses incurred by reason of the erection of the electric line.
 8. The Grantee and its contractors and its and their respective agents servants and workmen or any person authorised by the Grantee shall for the purpose of the erection of the electric line be at liberty either with or without vehicles to enter onto the lands of the Grantor.
 9. The Grantee shall during the continuance of this Agreement pay to the Grantor in consideration of his consent annual sums commencing on the anniversary of this Agreement in accordance with the current schedule of wayleave rents or otherwise as hereinafter provided which rents may be revised by the Grantee at such times as it thinks fit in order to ensure insofar as it is reasonably able that the rent presently payable under this Agreement maintains its present value. Details of any changes in the schedule of wayleave rents will be published by the Grantee at such times and in such newspapers having a circulation throughout Northern Ireland as the Grantee thinks fit.
 10. The Grantee shall be entitled at any time during the continuance of this Agreement to remove any items of equipment as hereinbefore described. No wayleave rent shall be payable to the Grantor in respect of any item of equipment so removed after the date of removal.
 11. This Agreement shall remain in force until determined by either party giving to the other at any time twelve months' previous notice in writing to that effect except in a case where the wayleave rent is paid in advance in accordance with the provisions set out in the Notes hereto in which case the Grantor shall not be entitled to determine this Agreement under this term without first re-paying the then balance of the advance payment of wayleave rent.
 12. Should the Grantor at any time during the continuance of this Agreement bona fide intend to develop any part of the lands across which the electric line is placed in such manner as would interfere with the electric line or place the Grantee in breach of any statutory regulations concerning the construction and placing of electric lines and would thereby necessitate the removal resiting or alteration of the electric line he shall notify the Grantee in writing of his proposals and on receipt of such notice the Grantee shall co-operate with the Grantor in order to achieve the best arrangement for both parties and where it is necessary shall remove resite or alter the electric line for the purpose of permitting the proposed development to proceed. PROVIDED that before proceeding so to remove resite or alter the electric line the Grantee may require the Grantor:
 - (a) to enter into an Agreement providing for the repayment to the Grantee of the costs and expenses of such removal resiting or alteration in the event of the proposed development not being carried out within a period of five years and/or
 - (b) to give reasonable security for such repayment.
 - (c) to enter into an easement with the Grantee in fee simple free from encumbrances should the electric line be resited or altered on or over the Grantor's lands.
- In those circumstances where the Grantee requires the electric line to remain in its present position it shall become liable to pay to the Grantor compensation in such an amount as is equal to the diminution in the development value of the lands caused by the existence of the electric line on the lands provided nevertheless that the payment of such compensation by the Grantee is subject to the Grantor executing in favour of the Grantee an easement in fee simple free from encumbrances for the electric line across his lands.
13. Where the electric line is removed resited or altered in accordance with the provisions of term 12 the cost of such removal resiting or alteration shall be borne by the Grantee EXCEPT in the case of the removal resiting or alteration of any service line, or in the case of any other electric line where that line has been so routed across the Grantor's lands for the greater convenience of supplying the Grantor with electricity and where that line has not been in existence for a period of twenty-one years, in which cases the cost shall be borne by the Grantor.
 14. Where the Grantee is no longer entitled to retain the electric line across the said lands it shall with all reasonable despatch remove the electric line and restore the lands to the reasonable satisfaction of the Grantor.
 15. If any dispute or difference shall arise between the parties concerning the interpretation of this Agreement it shall be referred to a single arbitrator being a practising barrister of at least six years standing to be appointed jointly by the parties hereto or failing agreement to be appointed on the application of either party by the Chairman for the time being of the Bar Council of Northern Ireland and in any case the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force shall apply to the reference and any other dispute or difference shall be referred to and determined by the Lands Tribunal for Northern Ireland.
 16. Nothing herein contained shall be deemed to take away diminish or abridge the rights and powers conferred upon the Grantee by the Electricity (Northern Ireland) Order 1992 or any statutory modification or re-enactment thereof for the time being in force.

NOTES

Pay Rate 1 is the basic annual rent due.

Pay Rate 2 is a combination of:-

- (i) Pay Rate 1 PLUS
- (ii) The annual compensation payable in respect of interference with normal agricultural operations.

Pay Rate 3 is the annual payment (or rent) due where the Grantor is the occupier or tenant of a house or other building and is payable only on demand.

The basic annual rent payable per Agreement may be subject to the deduction of Income Tax at the standard rate in force at the time of payment.

A Grantor will have one payment date per annum and all payments will be made on that date. Payment will normally be made in the month following the Anniversary of the first Agreement and will be based on the rates applicable at the date of payment.

When the annual amount payable to a Grantor under Pay Rate 1 or 2, or a combination of these, is less than 'a minimum cheque value' (Decided by the Grantee), then an advance payment will be made in order to produce a total payment for the Grantor not less than the 'minimum cheque value'. Any such advance made, will be recorded against the Grantor and no further payments will be made until the advance has been cleared.

Details of the present amounts payable are shown on the accompanying Schedule of Wayleave Rents and any alterations will be published by the Grantee.

The Grantor is requested to:-

- (a) retain his copy of the Wayleave Agreement safely and in any communications relative thereto quote the Agreement No. (as shown on the top right hand corner)
- (b) inform the Grantee in the event of a change in ownership of the land
- (c) inform the Grantee if and when the use of the land changes thereby altering the annual amount payable.