

## **HEADS OF TERMS (Subject to Contract) – Code Agreement**

1.	AGREEMENT	These Heads of Terms outline the main terms agreed by the Grantor (1) and Operator (2).
2.	PROPERTY	The communications site and or route forming part of the Land being the area shown edged red on the Plan.
3.	LAND	the Grantor's land known as [                      ] and as registered at the Land Registry under title number [                      ].
4.	PARTIES TO THIS AGREEMENT	<p><b>Grantor</b></p> <p>[                      ] [(company number [                      ]) of/whose registered office is at [                      ]</p> <p><b>Operator</b></p> <p>[                      ] [(company number [                      ]) whose registered office is at [                      ]</p> <p><b>Other parties</b></p> <p>[e.g. Guarantor]</p>
5.	EQUIPMENT	<p>means Electronic Communications Apparatus as that term is defined in the Code.</p> <p>This includes but is not be limited to [apparatus, cabling, antennae, dishes, equipment, ducts, cabins or cabinets and structures and any ancillary apparatus power, communications, cabling, fixings or equipment].</p>
6.	PERMITTED USE	The purposes of providing the Operator's Networks or providing an infrastructure system.
7.	TERM	<p>From and including the date of the Agreement to and including</p> <p>[                      ] .</p>
8.	PLANNING	The Operator shall at its own cost be responsible for obtaining and complying with planning permission and other statutory consents required for the installation of any apparatus.
9.	SITE PAYMENT	£[                      ] per annum, being all payments payable by the Operator to the Grantor for the Rights
10.	SITE PAYMENT COMMENCEMENT DATE	The date of the Agreement.
11.	ACCESS	the route shown coloured brown on the Plan giving access from the public highway across the Grantor's Property to and from the Communications Site and/or Route.
12.	DEALINGS	The Operator shall be entitled to assign to another Operator or Operators without consent.
13.	TITLE	<p>Grantor's title number(s)</p> <p>[                      ]</p> <p>Other title numbers</p> <p>[                      ]</p> <p>e.g. for any parts of the Access Route that cross Third Party</p>

		land.
14.	TERMINATION	<p>By the Operator:</p> <p>The Operator shall have an unconditional right to determine the Agreement at any time on not less than three (3) months' notice and at any time after the fifth anniversary of the Term Commencement Date.</p> <p>By the Grantor:</p> <p>The Grantor may terminate this Agreement in accordance with the Code.</p> <p>Reimbursement of any excess rent payment will be made by the Grantor upon the expiration of any break notice.</p>
15.	INDEMNITY	The Operator is to indemnify the Grantor against all third party claims arising directly out of an act, error or omission of the Operators in exercising the rights.
16.	INSURANCE	The Operator is to maintain public liability insurance in the sum of £[            ].
17.	LIABILITY	<p>The maximum liability of the parties in connection with the Agreement and the rights granted, however arising, shall be limited to £[            ].</p> <p>Nothing in the Agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence.</p>
18.	RATES	The Operator shall pay any rates arising out of its occupation and use of the Site and/or Route.
19.	FORM OF AGREEMENT	[as attached].
20.	HAS THE GRANTOR OPTED TO TAX (VAT) IN RESPECT OF THE LAND  GRANTOR'S VAT REGISTRATION No.	<p>[Yes/No]</p> <p>If Grantor has opted to tax, VAT will be paid upon receipt of a valid VAT invoice addressed to the Operator.</p>

**Approved by Grantor .....**

**Date .....**

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**Approved by the Operator .....**

Date .....