**Agreement to allow access to install and maintain electronic communications apparatus**

**Section 1: Details of this agreement:**

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| --- | --- |
| **Commencement Date:** |  |
| **Property of which You are freeholder:** |  |
| **Your Details:**  **(‘You’ ‘Your’)** |  |
| **Our Details:**  **(‘Us, ‘We’, ‘Our’)** | Luminet Solutions Limited (with company registration number 05467333) whose registered address is 2 Angel Square, London, EC1V 1NY. |

The purpose of this agreement is for You to allow Us to place electronic communications apparatus on, over or under your Property as part of our communications network. Once installed, We will be able to operate, maintain, upgrade and replace the apparatus. ‘Apparatus’ in this agreement have the same meaning as ‘electronic communications apparatus’ in the Communications Act 2003 and will include, without limitation, up to five (5) antennas.

We are not presently nor do We intend to have, in the foreseeable future, any powers under the Electronic Communications Code to enforce any statutory rights which other electronic communications operators may enforce against You.

You confirm that You are the freeholder of the Property. You understand that anyone who takes over the Property from You will also be bound by this agreement.

**We will agree with you the: (a) the route the Apparatus will take in relation to it being attached on or within the Property; and (b) method statement in respect of the works to be undertaken by Us on the Property; and We will append these documents to this agreement.**

By signing below, You and We agree to be bound by the terms and conditions of this agreement in Section 2.

|  |  |
| --- | --- |
| Name:  Signature:  Date: |  |
| Name:  Signature:  Date:  Position: | **On behalf of Luminet Solutions Limited** |

**Section 2: Terms and conditions of this agreement:**

**1. Our Responsibilities and Our Rights:**

1.1 We will carry out Our work in a good and workmanlike manner and We will take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage or injury to the Property or any structures thereon or drains or other services thereunder.

1.2 We will ensure that the Apparatus is maintained in good repair and in a safe condition as is reasonably practicable.

1.3 If We want to enter the Property to exercise Our rights, We will give you as much written notice as possible except if there is an emergency, in which case, We will give you as much notice as is reasonably possible in the circumstances.

* 1. You agree to allow Us to install, operate, keep, maintain, upgrade, remove, adjust, replace, add further Apparatus and inspect the Apparatus on, over or under the Property and to enter the Property to exercise any of these rights.
  2. We will obtain and maintain in force any necessary planning consents, where applicable, for the installation and retention of the Apparatus and will provide evidence of the same to You upon demand and will carry out all works in accordance with such planning consent, where applicable.
  3. We will cover your losses, actions, claims, demands, compensation, damages, costs and expenses up to a maximum amount of ten million pounds (£10,000,000) which relating to Us not keeping to this agreement or arising from the Apparatus being on the Property. We will not be liable for any indirect or consequential loss. We do not restrict or limit Our liability to You for death or personal injury caused by Our negligence.
  4. You agree that We or Our chosen partner may, from time to time, approach and contract directly the tenants occupying the Property or part of it for the supply of internet services.

**2. Your Responsibilities and Confirmation:**

2.1 You confirm that You are the freeholder of the Property and that You have the power to grant the rights to Us as specified in clause 1 above in respect of this matter.

2.2 You agree that We own the Apparatus at all times.

2.3 You will not knowingly do or allow anyone else to do anything which causes damage or is likely to damage or interfere with the Apparatus.

2.4 You shall supply Us with a power connection so that the Apparatus may be operated.

2.5 You must give Us at least three (3) months’ notice (except in the case of emergency, in which case, You will give Us as much notice as is reasonably possible in the circumstances) if You plan to carry out any work which will have a negative impact on the Apparatus, including denying Us access to the Apparatus or requiring the Apparatus to be moved to another location on the Property for redevelopment purposes. In such circumstances, You will work with Us in good faith to try and find a mutually acceptable alternative location on the Property for the Apparatus. If We do agree the foregoing, then to the extent that the costs of relocation are reasonable and not prohibitive in Our reasonable opinion, We shall, at Our discretion, meet such costs. Where the costs of relocation are not reasonable and prohibitive in Our reasonable opinion, We may not, at Our discretion meet such costs. In such circumstances, this agreement may be terminated on written notice by You or Us such termination taking effect immediately prior to the works having a negative impact on the Apparatus.

2.6 You shall notify Us of Your new contact details and if and when these change, from time to time.

**3. General:**

3.1 This agreement will commence on the Commencement Date and will terminate automatically when We no longer provide communications services to any of the tenants in the Property or in accordance with clause 2.5.

3.2 Within a reasonable period of time after termination of this agreement, We will remove the Apparatus from the Property at Our Cost.

3.2 Neither party may cancel or amend this agreement without the other party’s written permission.

3.3 If any dispute arises under this agreement We and You will try to resolve that dispute for a period of no more than thirty (30) days. If the dispute is unresolved for thirty (30) days or if We and You agree that it is an urgent dispute, then the dispute will be referred to a single arbitrator provided that We and You can agree on one. Otherwise, We or You can apply for an arbitrator to be appointed by the President of the Royal Institution of Chartered Surveyors.

* 1. If You want to send us a notice under this agreement then it must be in writing and sent by registered post or delivered by hand at Our address set out at the beginning of this agreement. We will send any notices to You in writing at Your address set out at the beginning of this agreement. Notices delivered by hand will be effective immediately or forty-eight (48) hours after posting.
  2. This agreement is governed by English law and the English courts shall have exclusive jurisdiction.
  3. You and We agree that this agreement does not create a relationship of landlord and tenant.
  4. We have agreed with the tenant (who will be Our customer) that it shall be responsible for Your reasonable legal fees in respect of this agreement.