

Ms S Furniss  
Clerk to the Council  
Ettington Parish Council  
PBO Box 6271  
Stratford upon Avon  
CV37 1NX

Job Number: 3440426

10/10/2019

Dear Ms Furniss,

Electricity Network Alterations, Banbury Road, Ettington

Please note that this letter is written on behalf of Western Power Distribution (West Midlands) plc.

Further to the request for electricity network alterations at Banbury Road, Ettington, I am writing to you to seek the consent of Ettington Parish Council to proposed sections of underground cable to be located on their land at "The Recreation Ground" as part of the proposed scheme.

Under the scheme and with the council's consent, it is Western Power Distributions intentions to connect a new mains cable to an existing underground cable located at the Recreation Ground and behind 26 Banbury Road, and lay the cable across the councils property and along the approximate route shown on the plan attached, before the cable is laid out to Banbury Road via the footpath located between numbers 36 and 38 Banbury Road. Attached to this mains cables will be sections of service cables as shown in the approximate positions on the plan, which will be laid to resupply the properties affected. The underground cables will be laid at a minimum depth of 450mm. By carrying out these works, it allows for the existing overhead electric line, including poles and service lines to be removed from the rear gardens of the properties of Banbury Road at this location.

To this end, I enclose two copies of a standard wayleave consent form for your attention. Assuming that the council are in agreement, I would be grateful if you would formally confirm your approval to these arrangements by signing and dating both copies of the enclosed consent at the bottom of the page, along with dating the top of the page (all land owners must sign the agreements). Please also sign and date the plans that form part of the wayleave agreement. Both copies of the completed agreements should then be returned to me in the envelope provided and one copy will be returned to you in due course via the wayleave department once the agreement has been set up on their system.

I have noted the area of footpath between the properties 36 and 38 on the attached plan outlined red. Could you please confirm if the Parish Council also owns this land, but if not, who that may be?



You will of course be notified prior work being due to start. Western Power Distribution will be responsible for all reasonable reinstatement of your land and reasonable compensation may be sought if damage is caused.

Thank you for your assistance and please do not hesitate to contact me if you have any concerns or wish to discuss the matter further.

Yours sincerely

Nick Perkins  
Wayleave Officer  
Freedom WSE



**PLEASE REPLY TO:**

Nick Perkins  
Freedom WSE  
14 Turnpike Drive  
Lower Quinton  
Stratford upon Avon  
Warwickshire  
CV37 8QS

Tel: 01789 720056 / 07989 512614  
Email: [nickperkins@wseonline.co.uk](mailto:nickperkins@wseonline.co.uk)



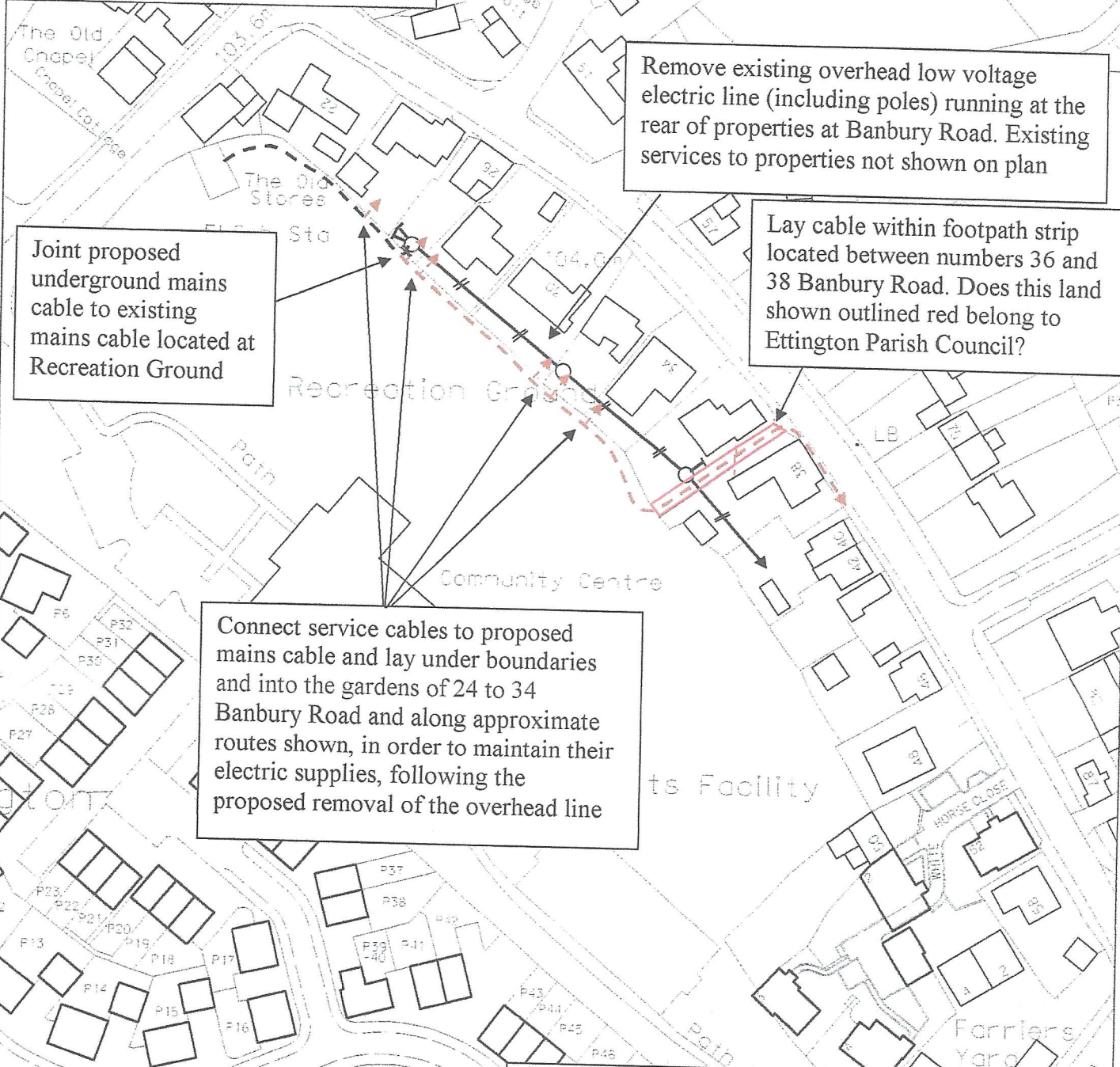




**WESTERN POWER DISTRIBUTION**

*Serving the Midlands, South West and Wales*

PLEASE NOTE: This plan ONLY shows assets owned by Western Power Distribution. Electricity assets owned by IDNO's (Independent Network Operators) MAY be present in this area.



Remove existing overhead low voltage electric line (including poles) running at the rear of properties at Banbury Road. Existing services to properties not shown on plan

Joint proposed underground mains cable to existing mains cable located at Recreation Ground

Lay cable within footpath strip located between numbers 36 and 38 Banbury Road. Does this land shown outlined red belong to Ettington Parish Council?

Connect service cables to proposed mains cable and lay under boundaries and into the gardens of 24 to 34 Banbury Road and along approximate routes shown, in order to maintain their electric supplies, following the proposed removal of the overhead line

PLEASE NOTE THAT THIS IS A LEGAL PLAN RELATING TO SPECIFIC ASSETS (A LINE MAY INDICATE THE POSITION OF MORE THAN ONE ASSET/CABLE). SYMBOLS (I.E TOWER/POLE) ARE INDICATIVE AND ARE NOT DRAWN TO SCALE. THIS PLAN IS NOT TO BE USED FOR IDENTIFYING WHERE ASSETS HAVE BEEN INSTALLED OR IN CONNECTION WITH ANY PLANNED WORKS OR EXCAVATIONS. IF YOU REQUIRE A PLAN OF WESTERN POWER DISTRIBUTIONS ASSETS IN PREPERATION FOR SITE WORKS OR EXCAVATIONS, PLEASE REFER TO OUR COMPANY WEBSITE FOR DETAILS. ASSETS SHOWN DEAD OR DISCONNECTED MAY HAVE BEEN RECONNECTED AND SHOULD BE TREATED AS LIVE.

Based upon the Ordnance Surveys map with the permission of the Controller of Office. Crown Copyright Reserved. Western Power Distribution, Avonbank, Feeder Road, Bristol, BS2 OTB. Licence Nos. 100022488, 100024877 & 100021807

WESTERN POWER DISTRIBUTION (WEST MIDLANDS)				
SCHEME Banbury Road, Ettington, Warwickshire				PROJECT No.
				3440426
LEGEND	VOLTAGE	EXISTING	PROPOSED	TO BE REMOVED
OVERHEAD LINE	LV			—#—
UNDERGROUND CABLE:	LV	---	- - -	-#-
SUPPORT POSITIONS	LV			○
STAYS	LV			—
STRUTS				
SCALE 1:1250		OS PLAN No. SP2718,4870 PLAN No. NP/6317		
Based upon the ordnance survey with the sanction of the controller of H.M. Stationery Office.				





**OWNER WAYLEAVE CONSENT**

West Midlands

**1. PARTIES:**

Date: \_\_\_\_\_

1.1 WPD being Western Power Distribution (West Midlands) Plc, Registered in England & Wales No. 3600574 Avonbank, Feeder Road, Bristol. BS2 0TB and includes any successors in title or assigns of WPD; **AND**

1.2 The Grantor being Ettington Parish Council of PO Box 6271, Stratford upon Avon, CV37 1NX  
Tel. No. 01789 295827

**2. DEFINITIONS:**

- "the Act" means the Electricity Act 1989 as amended by the Utilities Act 2000;
- "Apparatus" means the equipment described in Schedule 1 to be installed by WPD on the Premises;
- "Plan" means the plan numbered WSE/NP/3440426/1 and attached to this Agreement;
- "Premises" means land shown edged red on the Plan
- "Works" means the works to be carried out by WPD to install the Apparatus within over or under the Premises and in the approximate position indicated on the Plan.

**3. TERMS & CONDITIONS**

**Ownership:** The Grantor confirms ownership of the Premises and confirms that there are no other persons entitled to occupation or who have rights over the Premises.

**Consent:** The Grantor consents to WPD and their servants, agents, contractors and employees:

- (a) carrying out the Works;
- (b) retaining, maintaining, repairing, inspecting, adjusting, renewing and removing the Apparatus;
- (c) felling or lopping of any tree or hedge to a clearance that prevents interference with the Apparatus;
- (d) with reasonable notice (except in an emergency) entering the Premises or adjoining land with or without workmen vehicles plant and machinery to exercise all or any of the rights referred to in 3 (a) – (c)

**Damage:** If WPD causes any damage to the Premises (or adjoining land owned by the Grantor) in carrying out the Works or by maintenance, repair, inspection or removal of the Apparatus the Grantor must notify WPD as soon as reasonably practicable. WPD may then, at its option, either make good the damage to the reasonable satisfaction of the Grantor or pay the Grantor reasonable compensation.

**Payment:** In consideration for the Grantor giving consent WPD will:

- (a) pay an annual sum in each calendar year in the month specified by WPD from time to time such annual sum to be based on WPD's scale of rates of £2.30

If an annual sum is payable it will be varied from time to time in accordance with the advisory rates recommended by the National Farmers Union, Farmers Union of Wales and The Country Land and Business Association to their members.

**Termination:** This agreement may be terminated by either party by giving 12 months notice in writing. Such termination will not affect statutory rights of WPD.

**Indemnity:** Save where due to an act default or omission of the Grantor WPD will keep the Grantor indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Grantor by reason of any default or negligence on the part of WPD in carrying out its rights under this agreement **Provided that** the Grantor shall: (i) as soon as reasonably practicable give notice in writing to WPD of any such action or claim brought or threatened against the Grantor; (ii) permit WPD to have exclusive conduct of any matter arising under para (i); and (iii) not admit liability in respect of, nor settle or compromise such action or claim without the consent of WPD. WPD may at their own expense defend any such action or claim in the name of the Grantor.

**SCHEDULE 1: THE APPARATUS**

(A) The laying at a depth of not less than 450 mm below the surface of the premises approximately 88 metres of underground line in the lines indicated by the brown lines on said plan. Such erection placing or laying to be subject to such reasonable modification as may be found necessary or desirable in the course of construction or at any future date as may be agreed with the Grantor.

Location: Ettington, Warwickshire

Grid Ref: SP2717,4870

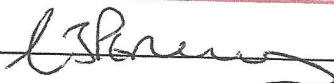
Line: LV

SIGNED by the Grantor \_\_\_\_\_

Dated / /

**NOTE: PLEASE ALSO SIGN THE WAYLEAVE PLAN(S)**

SIGNED for WPD \_\_\_\_\_



Dated 10/10 2019

**YOUR ATTENTION IS DRAWN TO THE NOTICE ON THE REVERSE**

**NOTICE UNDER THE PROVISIONS OF PARAGRAPH 6 OF SCHEDULE 4 TO THE ACT**

1. WPD is a licence holder under the Act.
2. In connection with its activities as a licence holder, it is necessary for WPD to install the Works and retain the Apparatus described in Schedule 1.
3. WPD requires you to give the consent to the installation of the Works and retention of the Apparatus.
4. If the consent:
  - (a) is not given within 28 days of the date on which this form was given or posted to you: or
  - (b) is given subject to terms and conditions to which WPD objects,

WPD will have the right to apply to the Secretary of State to grant consent by way of a necessary wayleave subject to such terms and conditions and for such period as it thinks fit.

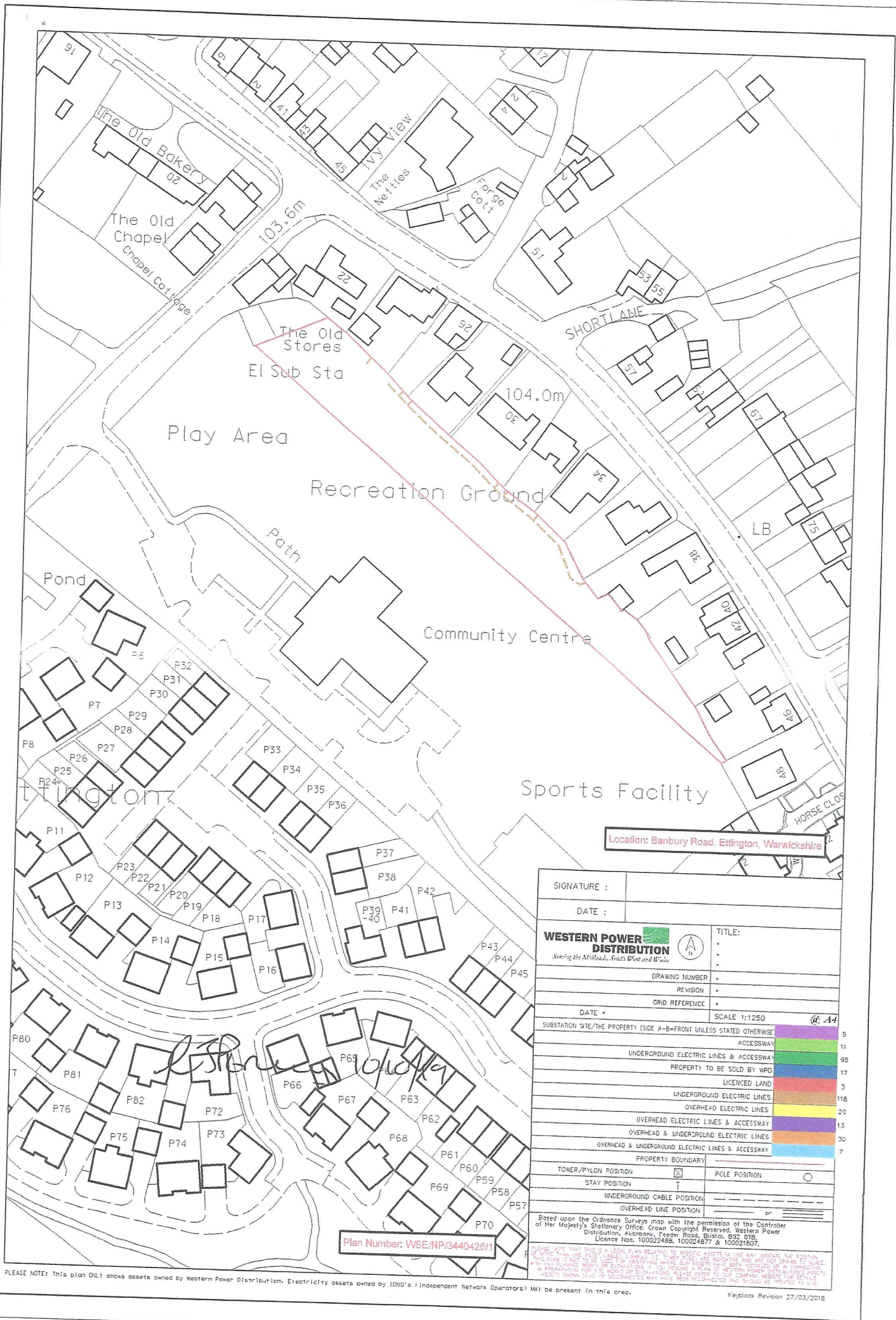
**SUMMARY OF WPD'S STATUTORY POWERS UNDER THE ACT**

The Wayleave consent sets out the agreement between the parties. For information, WPD also has the following statutory powers to install and retain electric lines.

1. WPD has the statutory right to:
  - (a) Install electric lines:
    - (i) Over any land but not over land on which there is a private dwelling including the garden of that dwelling or which has the benefit of planning permission for a private dwelling; and
    - (ii) Underneath any land.
  - (b) Retain existing electric lines:
    - (i) Over any land; and
    - (ii) Underneath any land.
2. The above rights are only exercisable by WPD provided WPD has served on the owner / occupier of the land written notice of its intention to install or retain any existing electric lines and the owner / occupier:
  - (a) Notifies his consent to WPD within the period specified in the notice; or
  - (b) Refuses consent and the matter is referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, grants consent; or
  - (c) Gives his consent subject to terms and conditions which are either accepted by WPD or if not accepted are referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, may grant consent.

**PLEASE ALSO NOTE THAT A COPY OF THIS SIGNED AGREEMENT SHOULD BE  
KEPT WITH THE DEEDS OF YOUR PROPERTY**





Location: Banbury Road, Ettington, Warwickshire

SIGNATURE :	
DATE :	
<b>WESTERN POWER DISTRIBUTION</b> <i>Keeping the Midlands, South West and Wales</i>	TITLE: • • •
DRAWING NUMBER	•
REVISION	•
GRID REFERENCE	•
DATE	SCALE 1:1250 @ A4
SUBSTATION SITE/THE PROPERTY (SEE A-B-FRONT UNLESS STATED OTHERWISE)	5
ACCESSWAY	11
UNDERGROUND ELECTRIC LINES & ACCESSWAY	98
PROPERTY TO BE SOLD BY WPD	17
LICENCED LAND	5
UNDERGROUND ELECTRIC LINES	118
OVERHEAD ELECTRIC LINES	20
OVERHEAD ELECTRIC LINES & ACCESSWAY	13
OVERHEAD & UNDERGROUND ELECTRIC LINES	30
OVERHEAD & UNDERGROUND ELECTRIC LINES & ACCESSWAY	7
PROPERTY BOUNDARY	
TOWER/PYLON POSITION <input checked="" type="checkbox"/>	POLE POSITION <input type="checkbox"/>
STAY POSITION	
UNDERGROUND CABLE POSITION	
OVERHEAD LINE POSITION	
Based upon the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationary Office, Crown Copyright Reserved, Western Power Distribution, Avonmouth, Teeside Road, Bristol, BS32 0TB. Licence Nos. 100022468, 100024877 & 100024607.	
PLEASE NOTE THAT THIS IS A LEGAL PLAN RELATIVE TO THE PROPERTY ASSETS AT THE DATE OF THIS PLAN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES.	

Plan Number: WSE/NP/3440426/1

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