Item 6

Arqiva Limited
Borough Hill
Daventry
Northamptonshire
NN1 4NB
Tel +44 (0)330 303 3233

[ ] November 2017

Central Swindon South Parish Council
~~Civic Offices~~ Broadgreen Community Centre
~~Euclid Street~~ Salisbury Street
Swindon
~~SN1 2JH~~ SN1 2AN

Our Ref: 300010.000101/RhodesA

Dear Central Swindon South Parish Council

Land at Piper's Way, Swindon ("the Premises") shown edged red on plan with drawing number 38079-00-006-MD001
Early Access Licence between Central Swindon South Parish Council and ("the Owner") and Arqiva Limited ("Arqiva")

In consideration of the Owner allowing access to the Premises on the terms set out below in contemplation of a lease to be entered into between (1) the Owner and (2) Arqiva ("the Lease") of the Premises it is agreed as follows:

1. That with effect from the date below ("the Commencement Date") and until termination of this licence in accordance with the provisions hereof (such period being "the Licence Period"), the Owner will permit Arqiva, its employees, agents, contractors and customers to:-

   (a) occupy or otherwise enter onto the Premises with or without workmen vehicles plant and equipment at all times at its own risk as licensee for the purpose of installing and subsequently maintaining, renewing, altering, adjusting, reinstating, upgrading, replacing and removing the electronic communications apparatus in accordance with the attached plan with drawing number 38079-77-150-MD003 ("the Site Apparatus") and the use and operation of the Site Apparatus by Arqiva and its customers;

   (b) installing on and subsequently maintaining, renewing, altering, adjusting, reinstating, upgrading, replacing and removing the electronic communications apparatus on the Owner's adjoining property in accordance with the attached plan with drawing number 38079-77-100-MD003 ("the External Apparatus") and the use and operation of the External Apparatus by Arqiva and its customers; and

   (c) gain access to and egress from the Premises and External Apparatus with or without workmen, vehicles plant and equipment at all times along any access route shown coloured brown and green on the plans with drawing number 38079-00-010-ML002 and 38079-00-004-ML002 ("the Access").

2. That the Owner's acceptance of this licence will only create a relationship of licensor and licensee. It is confirmed that it is not intended and neither should there be created a relationship of landlord and tenant between the parties at any time during the Licence Period.

3. That the Owner and Arqiva will proceed in good faith with the legal formalities and as soon as reasonably practicable complete a lease incorporating the attached heads of terms and

such other ancillary rights and obligations as the parties shall reasonably agree ("the Lease").

Arqiva undertakes:

1. Unless covered by any insurance policy maintained by the Owner (and if partially covered, then only to the extent not), Arqiva must indemnify the Owner against any claims and demands arising directly out of breaches of the terms of this licence, any loss or damage to the premises and the death of or injury to persons arising from the use and occupation of the premises under this licence. The maximum aggregate liability of the Owner and Arqiva under this licence or otherwise arising from this licence or the rights granted by it is limited to £5,000,000 (five million pounds) other than any liability arising for death or personal injury or which cannot otherwise be excluded or limited at law.

2. To be responsible for seeking any necessary planning consent for the premises and/or the Site Apparatus and External Apparatus (as appropriate) at its own expense.

3. To make good any damage caused to the Owner's adjoining property in the exercise of the rights granted hereby, or to pay proper compensation in lieu.

4. To pay a licence fee by way of early access premium of £2,000.

5. Not to obstruct the Access or to impede access to the allotments on the Owner's land

6. Within 28 days of completion of this licence Arqiva shall pay to the Owner all reasonable and properly incurred costs and disbursements of the Owner's solicitors incurred in relation to the negotiation and completion of this licence.

It is further agreed as follows:-

1. This licence will terminate on the earliest of the following events:-

   (a) immediately on notice being given by you following any material breach by Arqiva of any of its obligations described in this licence where such breach has not been remedied within a reasonable period following initial notification;

   (b) on completion of the Lease;

   (c) twelve months from the Commencement Date unless the licence period is extended by agreement between us (the Owner acting reasonably in relation to any reasonable request to extend made by Arqiva);

2. If for whatever reason the Owner does not complete the Lease within the periods contemplated by this licence or if this Licence is terminated in accordance with agreement 1(a) above PROVIDED that the parties have not completed the Lease then Arqiva may remove the Site Apparatus and External Apparatus and within one month of termination (other than where termination occurs as a result of completion of the Lease), Arqiva will reinstate the premises and make good any damage caused by such occupation to the Access and to the Owner's adjoining premises. Upon completion of such reinstatement Arqiva's rights and liabilities under this licence shall cease forthwith.

3. Any effect on the rental value of the premises arising in connection with the Site Apparatus and External Apparatus will be disregarded on any rent review under the Lease.

4. For the avoidance of doubt it is recorded that the Site Apparatus and External Apparatus is the property of Arqiva and its customers and we may remove the Site Apparatus and External Apparatus from the premises at any time.

5. The Owner gives no warranty that the Premises are physically fit for the purposes specified in this licence and Arqiva acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Owner before the date of this licence

6. Save where the same is as a result of the Owner's negligence the Owner is not liable for:
   i. the death of, or injury to Arqiva's employees, customers or invitees to the Premises; or
   ii. damage to any property of Arqiva or its employees, customers or other invitees to the Premises; or
   iii. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Arqiva or its employees, customers or other invitees to the Premises.

You undertake that you are the Owner of the premises and are entitled to grant this licence, the Lease and the rights to use the Access.

Yours faithfully

Signed for and on behalf of
Arqiva

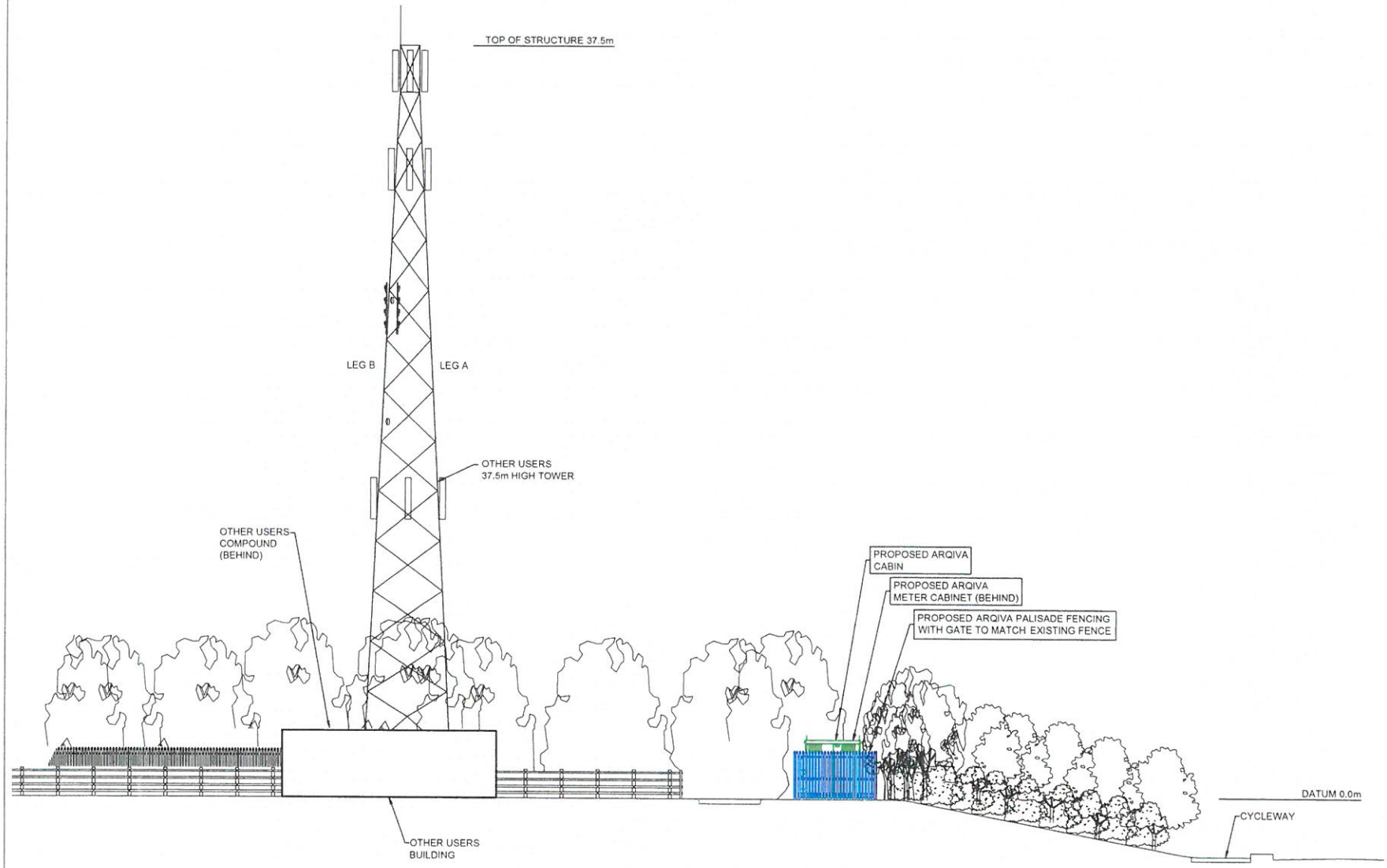
I/we confirm as Owner that the licence terms set out above are agreed with Arqiva and will take effect from and including the Commencement Date for the Licence Period.

Signed:..... [ ]

Date of Signature .....

Heads of Terms in respect of a lease of land at Piper's Way, Swindon between:
(1) Arqiva Limited and (2) Central Swindon South Parish Council ("the Parish")

Access	Arqiva will pay the Parish a one of sum of £2,000 for access prior to completion. Following completion of the Works, Arqiva's access to the site for maintenance purposes must be with a minimum 48 hours' notice to the Parish (save in an emergency when as much notice as possible should be given and as a minimum an acknowledgement that they have visited the site).
Alienation	Arqiva can assign to Group Companies.
Arqiva's Obligations	Arqiva will arrange for its contractors to dig out, make good and resurface an area inside the gate to improve the access for all users of the allotments. Arqiva will obtain all the required planning permissions for the cabin and antenna. Arqiva will be able to fit its own lock on the gate.
Breaks	The tenant to have the opportunity to break the lease at the rent review dates should the site no longer be needed for TV broadcasting.
Completion	Lease completion conditional on the Parish granting consent for the sharing on the CTIL tower.
Costs	Arqiva will pay the Parish's reasonable legal fees.
Rent	£3,000 per annum.
Rent Review	5 yearly to Open Market Value.
Rights	Arqiva to have the right to install: - an equipment cabin on a concrete base, a meter cabinet in a location to be agreed; - a new section of palisade fencing with a new gate accessible from inside the allotment site; and - ducts and cable turning chambers to transfer the feeder cables from the cabin to the antenna on the tower ("the Works").
Term	15 years



0 1m 5m 10m

SOUTH-EAST ELEVATION

FEINT DETAILS INDICATE LOCATIONS RESERVED FOR OTHER PROPOSALS WHICH MAY BE THE SUBJECT OF SEPARATE APPLICATIONS

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NOTES

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	PROJ No			
	PROJ No			
3	PROJ No 199719 REVISED PLANNING ISSUE	24/10/17	PS	IM
2	PROJ No 199719 PLANNING ISSUE	24/08/17	PS	GB
1	PROJ No N/A PLANNING ISSUE	01/08/17	SH	MWB

arqiva

Crawley Court, Winchester, Hampshire, SO21 2QA
Tel. 01962 823434. Fax. 01962 822378

SITE No 38079
SWINDON PIPERS WAY
BROOME MANOR ALLOTMENTS
PIPERS WAY
SWINDON
WILTSHIRE
SN3 1RJ

NGR SU 15944 82547
OS GRID 415944 182547

TITLE
ELEVATION
PROPOSED
ARQIVA 700MHz

SCALE 1:200

DRAWN	SH	18/07/17
APPROVED	IM	24/10/17

DRG No. 38079-77-150-MD003 Sheet 1 of 1 Rev 3

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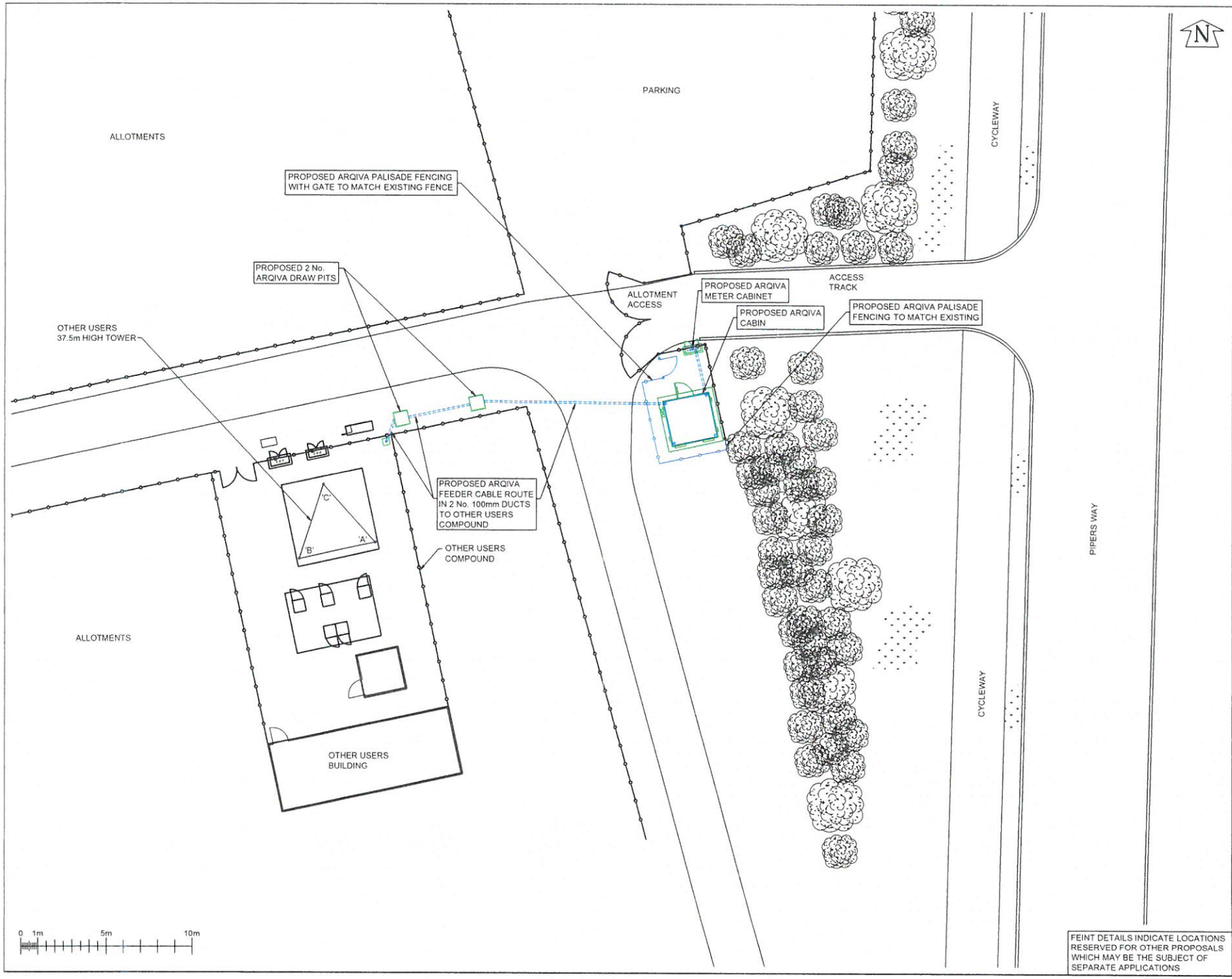

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ARQIVA 700MHz

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DRG No. 38079-77-100-MD003 Sheet 1 of 1 Rev 3

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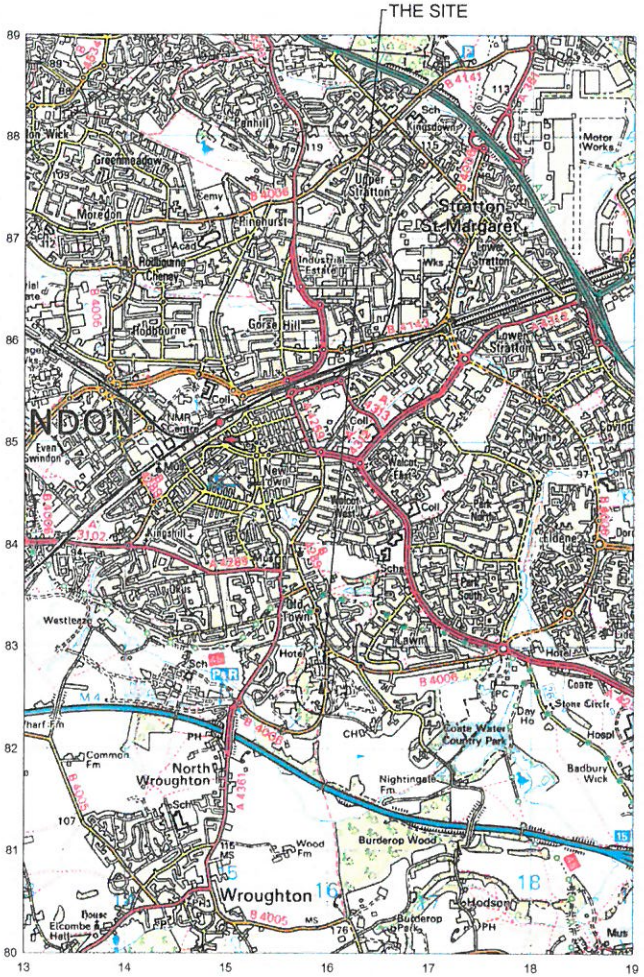
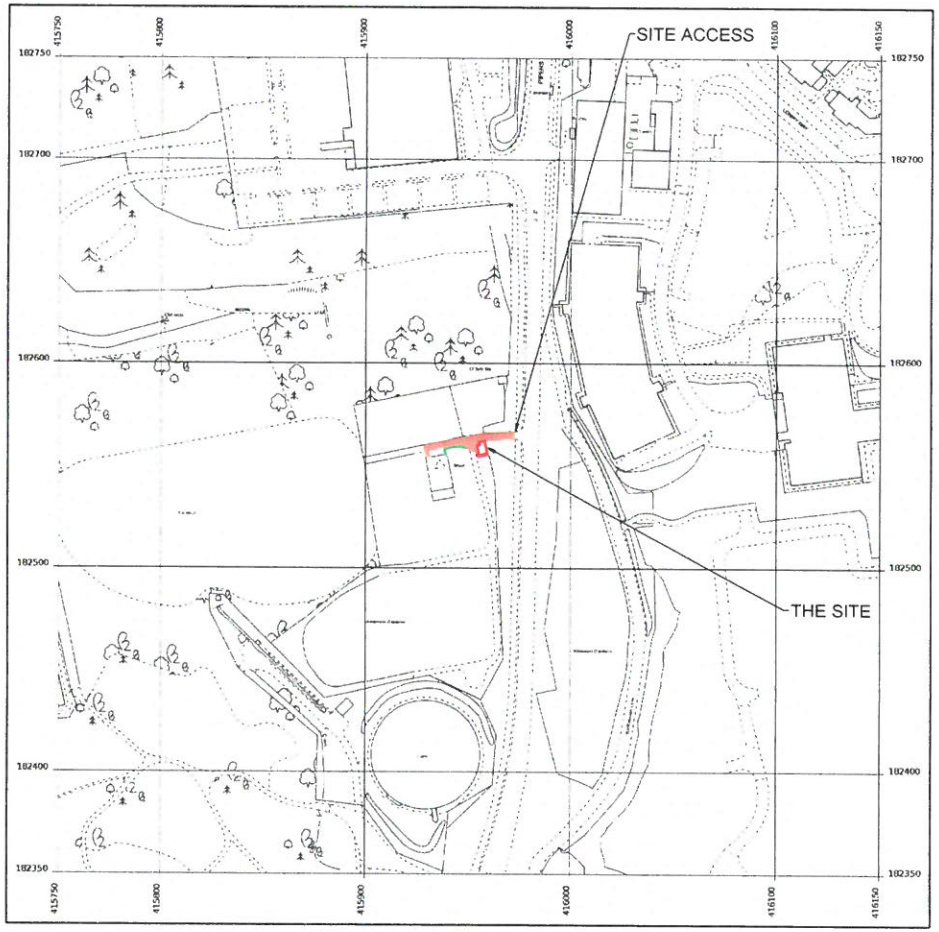
O.S. LANDRANGER MAP No. 173



LOCATION PLAN
SCALE 1:50,000



LOCATION PLAN
SCALE 1:2500

ISS	REVISION	DATE	DRN	APP
	PROJ No			
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	PROJ No			
2	PROJ No 199719 REVISED LEGAL PLAN	24/10/17	PS	IM
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SN3 1RJ

NGR 415944 182547
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TITLE
LOCATION PLAN

SCALE	SEE DRAWING	
DRAWN	SH	26/07/17
APPROVED	IM	24/10/17

DRG No. 38079-00-004-ML002 Sheet 1 of 1 Rev 2

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NGR 415944 182547

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TITLE
LEGAL PLAN

SCALE 1:2500

DRAWN	SH	26/07/17
APPROVED	IM	24/10/17

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SN3 1RJ

NGR SU 15944 82547
OS GRID 415944 182547

TITLE
LEASE PLAN

DEMISE AREA
23.3 m²
0.0058 ACRES
0.0023 HECTARES

SCALE 1:200		
DRAWN	SH	18/07/17
APPROVED	IM	24/10/17
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