

Wayleave Agreement

made the 25 day of April 2022

BETWEEN: **Merlin Attractions Operations Limited** of Link House, 25 West Street, Poole BH15 1LD ("the Grantor") of the one part and **South Eastern Power Networks plc** whose registered office is Newington House, 237 Southwark Bridge Road, London, SE1 6NP ("the Company") of the other part

BACKGROUND

The Grantor is the freehold owner of the Property and has agreed to grant rights to the Company in respect of the Works on the terms set out below

IT IS AGREED as follows:-

1.- DEFINITIONS

"the Company" includes its Subsidiaries, Associated Companies, successors and assigns

"the Exclusion Zone" means the land shown edged purple on the Plan

"the Grantor" includes its tenants, licensees and employees

"the Plan" means the plan annexed hereto

"the Property" means the land shown on the Plan and described by the Land Registry as being Chessington World of Adventures, Leatherhead Road, Chessington (KT9 2NE)

"the Works" means the works shown on the Plan and described in the Schedule

2.- THE RIGHTS

THE Grantor hereby grants consent for the Company:-

- (a) To install, maintain, inspect, alter, renew, remove and retain the Works and to enter the Property at all reasonable times (or at any time in the case of emergency) with or without vehicles plant or machinery for such purposes
- (b) To fell or lop in a woodman like manner any tree or hedge on the Property which obstructs or interferes with the Works

3.- THE COMPANY'S COVENANTS

THE Company shall:-

- (a) Not cause any unnecessary damage or injury to the Property and shall take all reasonable precautions to avoid obstruction or interference with the use of any road or footpath sewer drain or watercourse that may be crossed by the Works
- (b) Make good to the reasonable satisfaction of the Grantor any damage caused by or arising out of the execution of the Works. If for any reason any such damage cannot be made good the Company shall compensate the Grantor in an amount which has previously been approved by the Company
- (c) Give to the Grantor not less than five days' previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended exercise of any of the rights conferred by Clause 2 above
- (d) Upon completion of this Agreement, pay the Grantor a one-off payment of £1.00
- (e) At all times keep the Grantor indemnified against all losses, damages and expenses which he suffers or incurs by reason or on account of any breach of this Agreement including any negligent act or omission of the Company in connection with the execution or existence of the Works provided that this indemnity shall not extend to any such losses damages or expenses to the extent caused by the default of the Grantor

4.- THE GRANTOR'S COVENANTS

THE Grantor shall not:-

- (a) Do or cause or permit to be done on the Property anything likely to cause damage or interference of any kind to the Works
- (b) Make or cause or permit to be made any material alteration to the Property so as to interfere with or obstruct the access to the Works or so as to interfere with the support afforded to the Works by the surrounding soil within the Exclusion Zone without the prior written consent of the Company

5.- TERMINATION

This Agreement shall remain in force for a period of 15 years from the date hereof and thereafter until determined at the expiry of not less than twelve months' previous written notice given at any time by either party but without prejudice to the rights which the Company might exercise under the Electricity Act 1989

6.- LIFT & SHIFT

If at any time hereafter the Grantor so requests by not less than nine months' prior notice in writing the Company shall protect/divert the Works in accordance with the following provisions of this Clause

- (a) The Company shall carry out reinforcement works for protection to the Works enabling any proposed development to be carried out; and/or
- (b) The Company shall divert the Works along a route in through under or over land of the Grantor which shall be in such position in through under upon or over the land of the Grantor as may be agreed between the Grantor and the Company or failing agreement as shall be determined by an Arbitrator acting as an expert to be appointed by the President of the Royal Institution of Chartered Surveyors as being the route which having regard to all relevant factors (including maintaining existing electricity supplies afforded by the existing apparatus) will cause the least possible interference with the use and enjoyment of the said land (or any neighbouring land of the Grantor) and any proposed development thereof and as shall avoid interfering with the use and enjoyment of the said land or said development or any possible additional development; and
- (c) The Grantor shall at the request of the Company enter into such a new Wayleave Agreement as shall be considered requisite in the circumstances without requiring any payment thereof and granting to the Company the necessary rights in respect of the alternative route under which the said works are laid in terms similar to those herein contained PROVIDED that until the completion of such wayleave the Company shall be entitled to exercise the rights herein in respect of the said works as laid in the alternative route or routes as effectually as if they had been expressly included herein.
- (d) If new electricity apparatus is laid by the Company then the Company shall abandon and make safe the original electricity apparatus and (in the case of all works carried out pursuant to this clause) the Company shall reinstate the land affected on completion of such works
- (e) For the avoidance of doubt it is agreed that the cost of any works under the provisions of (a) (b) (c) and (d) above will be the sole responsibility of the Grantor

THE SCHEDULE

THE placing of **one** underground cable(s) for transmitting electricity at a frequency of 50 hertz and at a pressure of **230/400** volts and low voltage telephone and signalling cables such cable(s) to be in the approximate position indicated on the Plan.

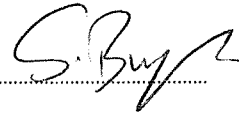
Length of cable(s) approximately **90** metres.

THE parties hereto have set their hands the day and year first above written

SIGNED BY **Merlin Attractions Operations Limited**

SIMON BURGE

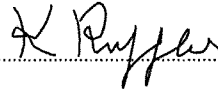
(Grantor's Signature).....
(please also sign plan)



SIGNED BY **Kerry Ruffles**

For and on behalf of South Eastern Power Networks plc

(Signature).....


Office Use Only

Job Ref: 8500199833

Asset Type	Asset No. (Add. Stays inc. Pole No)	Asset ID	Land Type	Land Reg. No.	Grid Ref. (8 Fig.)
U/G Cable	New		Elsewhere	TGL155538	TQ17525175
Select			Select		
Select			Select		
Select			Select		
Select			Select		
Select			Select		

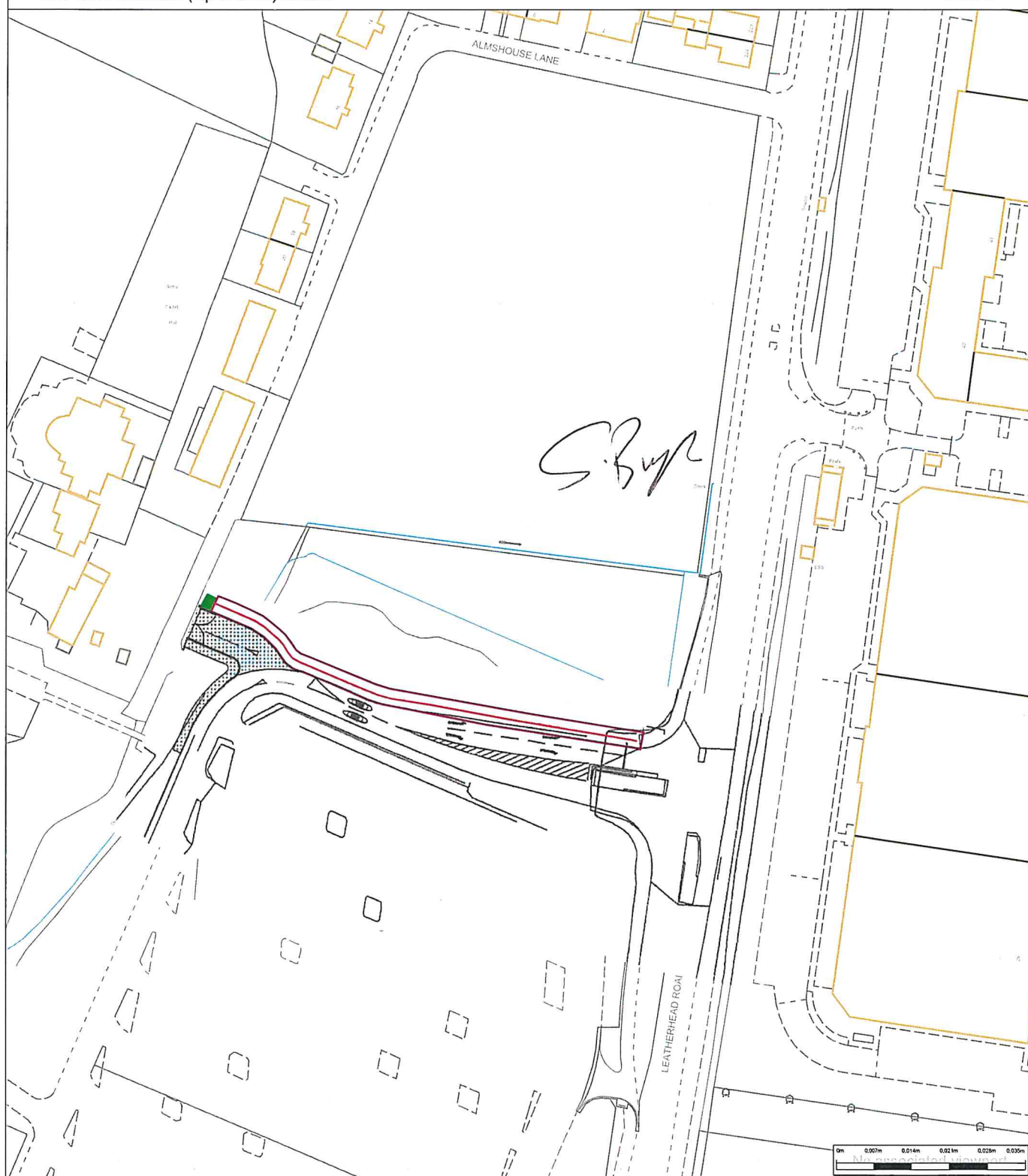
Underground Cable Note:
 (a) If cable length is less than 250m then 8 Fig. Grid Ref. to be captured at middle point. .
 (b) If cable length is more than 250m then 8 Fig Grid Ref. to be captured every 250m.

0-250m:	500m:	750m:	1000m:
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Back Dated Payment (Years)	Not Applicable	Make Payment	Immediately
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This Document Replaces

Agreement No.:
 Agreement No.:
 Additional Comments



Maps produced at 1:2500 scale are LV Geo-Schematics which show LV mains cables and overhead lines (in some cases all voltages). Prior to carrying out excavations you must refer to the 1:500 records to determine the location of all known underground plant and equipment.

DRAWING TITLE: Almshouse Lane, Chessington



GRID REF: TQ 1755 6283

SCALE: 1:1250

DRAWING NO: 8500199833

DATE PLOTTED: 14/02/2022

Legend

-  Low Voltage Underground Cable
-  3m Wide Exclusion Zone

Buried earthing conductor may be laid from any pole. This is not a precise record. In the interest of Safety, advice should be sought from UK Power Networks (Operations) Limited before any excavation is attempted in the vicinity of underground cables.

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