



Highland Community **Broadband**

LEASE

between

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and

HIGHLAND COMMUNITY
BROADBAND COMMUNITY
INTEREST COMPANY

Subjects: SITE NEAR

2017

LEASE

between

(1) of (who and whose successors and assignees are hereinafter referred to as "the Landlord")

and

(2) **Highland Community Broadband Community Interest Company** who is registered in Scotland No SC545398 and whose registered office is a Radio House, Mill Street, Ullapool, Ross-shire, IV26 2UN (who and whose successors and assignees are hereinafter referred to as "the Tenant")

WHEREAS the Landlord has agreed to let to the Tenant an area of ground for the purposes of installing and operating part of an electronics communications equipment and thereby providing electronic communications services, to let to the Tenant access to a permanent mains electrical supply and grant a wayleave for a power cable.

NOW THEREFORE IT IS HEREBY AGREED as follows:-

1 Interpretation

1.1 In this Lease, unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them:-

"Apparatus" structure with a maximum height of 2 metres, to support 4 wireless relay dishes of a maximum 650 mm size together with ancillary apparatus, cabinets, cabling, ducting and equipment;

"Land" means the area located at

"Lease Commencement Date" means

"Plan" means the plan annexed and signed as relative to this Lease;

"Premises" means that part of the Landlord's land extending to 3 square metres or thereby shown coloured green on the Plan;

"Rights" means:-

1. the right to carry out the Works together with any other work necessary for, or in connection with, the maintenance, repair, alteration, replacement, upgrade, renewal or removal of the Apparatus;
2. the right to lay a power cable to the Premises, or connect to any existing power cable situated within the Land, along a route through the Land to be agreed in advance with the Landlord, such agreement not to be unreasonably withheld or delayed with access at all times for maintenance, repair, alteration, replacement, renewal or removal of the said power cable;

3. the right of pedestrian and vehicular access at all times to and from the Premises across the Land along a route to be agreed in advance with the Landlord, such agreement not to be unreasonably withheld or delayed;

4. the right to erect, maintain and renew a stock-proof fence around the Premises;

the Rights to be exercised in accordance with the terms of Clause 3.8;

"Works"

means the works required to install, maintain and if required, remove the Apparatus and to exercise the Rights and all other works carried out by the Tenant in terms of this Lease.

1.2 References in this Lease to "the Landlord" and "the Tenant" shall include where appropriate their respective employees (including volunteers in the case of the Tenant), agents and contractors.

2 **Subjects**

The Landlord hereby lets to the Tenant the Premises, together with the Rights, and that from the Lease Commencement Date unless and until terminated by either party on 180 days prior notice to the other.

3 **The Tenant's Obligations**

The Tenant undertakes:-

3.1 Rent

To offer a discount of 50% for one standard residential monthly service. This comprises of 50% for the use of the site. This discount excludes standard installation cost.

3.2 Outgoings

To pay all rates and other outgoings whatsoever charged or assessed by third parties on or in respect of the Tenant's use of the Premises and the Apparatus.

3.3 Repair

To keep the Apparatus safe and in good and proper repair and condition and to ensure that the Apparatus complies with the requirements of any relevant statutory authority.

3.4 Removal at Termination

At the expiry of the Term or earlier termination of this Lease to remove the Apparatus and reinstate the Premises and the Land to the reasonable satisfaction of the Landlord.

3.5 Use

Not to use the Premises other than for the Permitted Use.

3.6 Alienation

Not to assign its interest in the whole of this Lease or sub-let or share occupation of the whole or any part of the Premises without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed).

3.7 Compliance with statutes

To obtain all necessary planning and other statutory consents for the installation and operation of the Apparatus and to comply with the provisions of all statutes and the requirements of any competent authority relating to the Premises and the Permitted Use.

3.8 Works

To carry out the Works in a proper and workmanlike manner causing as little inconvenience as reasonably practicable to the Landlord and to make good all damage caused to the Land by the Works and the exercise of the Rights to the reasonable satisfaction of the Landlord.

3.9 Insurance

To maintain public liability and third party risk insurance for a minimum sum of £5,000,000.

4 The Landlord's Obligations

The Landlord hereby undertakes:-

4.1 Quiet Enjoyment

That the Tenant, on performing the Tenant's obligations under this Lease, shall peaceably enjoy the Premises during the Term without any interruption or disturbance from or by the Landlord and the Landlord grants warrandice.

4.2 Wayleaves

To grant free of charge any necessary wayleaves required by the Tenant or any statutory undertaker of the Tenant to enable the Tenant to exercise the Rights.

4.3 Interference

4.3.1 Not to interfere or tamper with the Apparatus or its operation (including lines of sight) nor to obstruct or impede access to the Premises by the Tenant;

4.3.2 To give as much notice to the Tenant as is reasonably practicable of any proposals which may materially interfere with or cause damage to the Apparatus or in any way make the exercise of the Rights substantially more difficult or costly;

4.4 Breach

In the event of any breach by the Landlord of its obligations under this Agreement the Landlord will, as soon as practicable, remedy the breach.

5 Provisos

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED:-

Highland Community Broadband Community Interest Company. Company Registration Number: SC545398

Registered Office: Radio House, Mill Street, Ullapool, Ross-shire. IV26 2UN

5.1 Termination

If the Tenant is in substantial breach of any of the Tenant's obligations under this Lease or if the Tenant goes into liquidation or has a receiver or administrator appointed, then the Landlord shall be entitled to terminate this Lease without any declarator, process of removal or other process of law and the Premises shall revert to the Landlord who shall be entitled to take possession of the Premises as if this Lease had never been granted, but provided that, in the case of a breach which is capable of being remedied, the Landlord shall not terminate this Lease without first having given to the Tenant written notice requiring the Tenant to remedy the breach under threat of termination and the Tenant fails to remedy the breach within such reasonable period of time as is specified in said notice.

5.2 Service of Notices

Any notice under this Lease shall be in writing and sent by Recorded Delivery Post. Any notice to the Tenant shall be sent to its registered office and any notice to the Landlord shall be sent to

5.3 Apparatus

The Apparatus shall at all times throughout the Term remain the property of the Tenant and shall not form part of the Premises or be or become the property of the Landlord.

6 **Law of Scotland**

This Lease shall be construed according to the Law of Scotland.

7 **Consent to Registration**

The parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the three preceding pages together with the Plan annexed hereto are subscribed by us the said and duly authorised director for and on behalf of the Tenant both together at on two thousand and seventeen before the witness [name, address and occupation of witness]

.....Witness
.....(Print Name)
.....(Address)
Director

(Occupation)