



Napton on the Hill Parish Council
c/o The Clerk
Dog Lane Farmhouse
Dog Lane
Napton, Southam CV47 8LT

Gigaclear Ltd
Building One
Wyndyke Furlong
Abingdon
Oxfordshire
OX14 1UQ

31 October 2023

Dear Sir/Madam,

**Request for permission to access your land for the installation of fibre broadband equipment
GWA267687/WM-PRSMT**

We may have previously been in contact with you regarding our plans to expand Gigaclear's Full Fibre, Ultrafast Broadband network throughout your community. We are pleased to confirm that work will begin soon.

Gigaclear is building this important infrastructure to connect rural communities which otherwise would not benefit from ultrafast broadband services. Fast and reliable broadband can help transform local businesses, enable home working, support requirements for online learning and education and provide property owners with access to a range of ultrafast, stable and reliable internet services.

In order to deliver this type of infrastructure we need to either lay fibre optic cable in ducts underground or install above ground where suitable poles are available for use. This creates a series of links which are essential to connect to the wider internet network. This type of installation provides resilience and performance.

Where there is an existing Openreach network, as an approved Communications Provider, we may endeavour to use this. You may or may not be aware Openreach are required by regulation to offer a duct and pole access product to Communication Providers (CPs) – the product is used by CPs to deploy their own network and is known as Physical Infrastructure Access (PIA). The fibre network that we deploy is future proof and designed to be in use for at least the next 50 years to ensure the network is suitable for generations to come.

Our network is designed to utilise public land as much as possible. However, it is inevitable that some access may be required on private land. We are writing to you as we require access to existing Openreach infrastructure on your property for the purpose of installing our network. We would like to request your permission to access the existing infrastructure on your land as per the enclosed Access Agreement.

For more information please refer to the FAQ document on our website
<https://www.gigaclear.com/help/private-land-works>

If you are happy with our proposal, please sign both copies of the agreement and return the documents using the pre-paid envelope within 21 days of receiving this letter. We will then sign both copies of the agreement and arrange for one to be returned to you.



We have a team ready to address any questions you may have. Please contact them on 01865 411980 or at NA-central@gigaclear.com quoting the reference number at the top of the page and they will be delighted to help. We thank you for your attention to this matter and look forward to getting your community connected to the UK's best broadband network.

Yours sincerely,

A handwritten signature in black ink that reads 'Caitlin Johnston'.

Caitlin Johnston MRICS
Head of Strategic Partnerships

Privacy Notice

Gigaclear take your privacy and the protection of your data seriously. Data will not be used for any other purpose. We will not share your data with anyone else. Your data will be processed securely within the UK. You have the right to object to us processing your data at any time. If you have any concerns or queries, please contact us on NA-central@gigaclear.com.

PIA Agreement FAQs

Who are Gigaclear?

Gigaclear design, fund build and operate an ultrafast, Full Fibre-to-the-Premises (FTTP) broadband network in rural Britain. Specialising in providing this service to rural areas, Gigaclear focus on communities which previously had little or no broadband service. We currently offer the best broadband speeds in the country of up to a Gigabit to over 70,000 homes and businesses in rural communities.

Who pays for the network?

We build networks using our own commercial investment. But, we have also been awarded contracts as part of the Government subsidised BDUK (Building Digital UK) rural broadband programme in several Counties across the UK. BDUK subsidy is claimed when we have completed the agreed work and for every £1 of BDUK subsidy, Gigaclear invest between £4 - £7. More about BDUK can be found here: <https://www.gov.uk/guidance/building-digital-uk>

What is an 'Access Only' Network Access Agreement?

An Access Only Agreement is a consent that Gigaclear require to access privately owned land. Once we have planned the proposed cable route, we ask property owners to sign our Network Access Agreement to enable us to access their property to install our equipment on / within Openreach Infrastructure on their private land to expand the network. Most of the equipment consists of fibre optic cables which are normally placed in existing underground ducts.

Why did I receive an 'Access Only' Network Access Agreement?

We design our network using as much public land as possible, such as verges, footpaths and roads. In some instances, the network design will need to cross privately owned land to connect the network. In this instance we write to request permission for such work to be carried out. If you have received a Network Access Agreement, it is because we are requesting permission from you to install and maintain fibre optic equipment on or within Openreach infrastructure located on land that you own.

What does Gigaclear mean by receipt of a peppercorn, and do I need to receive it?

A Peppercorn is a token payment, paid as consideration to form a legally binding contract and create a legal relationship between parties. There is no requirement for a physical payment to change hands. The reference to making the payment is a metaphor and the acknowledgement of entering into the agreement confirms acceptance.

How and where will Gigaclear install its fibre network on my land?

As we are using Openreach infrastructure to expand our network on your property Gigaclear will install its network into an existing chamber located on your land and through existing underground ducting. Alternatively, if the section of Openreach infrastructure is above ground Gigaclear will over sail fibre lines on existing wooden poles in the same manner as already exists on your property.

Do I need to notify Openreach?

You do not need to notify Openreach as Gigaclear will already have provided them with a Notice of Intent to use the infrastructure located on your land through their PIA scheme.

What is PIA?

PIA is Openreach's infrastructure sharing initiative, providing alternate broadband providers such as Gigaclear access to their infrastructure to help expand their networks as part of the Government's full fibre initiative. Further information regarding PIA can be found at Openreach website:

[https://www.openreach.co.uk/cportal/products/passive-products/physical-infrastructure-access\(PIA\)#Introduction](https://www.openreach.co.uk/cportal/products/passive-products/physical-infrastructure-access(PIA)#Introduction).

Is Gigaclear allowed to install its equipment on private land?

As part of the national commitment to deliver better broadband to all UK citizens, Parliament has given power to electronic communication operators like Gigaclear to install equipment on private land. The legislation governing this is called the Electronic Communications Code and it can be found in Schedule 3A of the Communications Act 2003. The powers under the Code to install and maintain our network are given to Gigaclear by Ofcom. In order to exercise the powers granted, under the Code the first part of the process is to propose a Network Access agreement.

A Network Access agreement is consent in writing that allows communications providers such as Gigaclear to carry out work on privately-owned land. When a landowner signs a Network Access agreement with Gigaclear, they are agreeing that we may install, maintain and repair our communications equipment on their land.

What if I don't want to sign?

We hope that the benefits of our service to you and your community will mean that we can come to an agreement that works for both parties. We are here to discuss the particular details of this part of the network, how we install and where on your land our equipment will be. We can also be flexible and may be able to work with you to decide where is best for the equipment to be situated.

Will it cost me anything?

No, our construction partners do all the work to dig the trench and reinstate the ground as close as possible to its original condition.

Does the equipment pose a threat to my land?

There is nothing inherently dangerous about it – unlike an electricity cable or a gas main – and nothing that could do damage such as a leaking water pipe.

What happens if Gigaclear causes damage to my land?

We do our best not to cause any damage but if it does happen, we will be responsible for any damage we do to your property or any third-party property during installation, maintenance or repair.

Inspection and repair

Occasionally we may need to inspect and/or repair the equipment. The Network Access Agreement gives us permission to do that, but we will do our best to contact you to let you know when we will be there, except in an emergency.

Network Access Agreement
GWA267687/WM-PRSMT

This is a written agreement made under the Electronic Communications Code (set out in Schedule 3A to the Communications Act 2003) ('the Code').

The agreement is between us Gigaclear Ltd, an operator with powers granted by Ofcom under the Code and you, the owner of the property, according to the details and terms listed below.

Property:	Land at Napton on the Green, Southam, Warwick Land Registry Title Deed Reference – WK499069
Your details ('Grantor', 'Property owner', 'you', 'your')	NAPTON ON THE HILL PARISH COUNCIL c/o The Clerk, Dog Lane Farmhouse, Dog Lane, Napton, Southam CV47 8LT
Our details ('Operator', 'Gigaclear', 'we', 'us', 'our')	Gigaclear Ltd whose registered office is at Building One, Wyndyke Furlong, Abingdon, OX14 1UQ (Registered in England No 07476617)
Apparatus	Electronic communications apparatus as defined in the Code which includes fibre optic cables and any conduits, pipes, ducts, terminals or transmission equipment

By signing in the box below you confirm that:

1. You are the freehold owner of the Property or You occupy the Property under a lease which has a term of one year or more. You understand that Your signature means that others are bound by this agreement under the terms of the Code (which will include a purchaser of the Property);
2. You grant Gigaclear permission to enter your Property under the terms of this agreement.

By signing below, both parties accept the terms of this agreement:

.....	For and on behalf of the Property Owner
..... Name	Date

.....	For and on behalf of Gigaclear Ltd
..... Name	
..... Position	Date

TERMS OF THE AGREEMENT

1. In consideration of a peppercorn (the receipt of which You hereby acknowledge) and of Our obligations under this Agreement You agree that We have the right to enter your Property to:
 - 1.1 access existing third-party Apparatus in order to install our Apparatus in accordance with the enclosed plan;
 - 1.2 inspect, repair and maintain our Apparatus;
 - 1.3 remove our Apparatus; and
 - 1.4 exercise any of the above rights
 - 1.5 Lop or cut back, or request You to lop or cut back, any tree or other vegetation that interferes or will or may interfere with Our Apparatus.
2. We agree that, when exercising our rights, we will:
 - 2.1 carry out works in a good and workmanlike manner and as far as is reasonably practicable, reinstate your Property to its former condition;
 - 2.2 Use reasonable endeavours to lop or cut back any trees in a husbandly manner so as to minimise any damage to the trees in carrying out Our rights under this agreement but not where doing so would limit Our rights granted under this agreement; and
 - 2.3 use reasonable endeavours to minimise physical damage in carrying out our rights under this agreement and shall make good to your reasonable satisfaction any damage we cause up to a maximum limit of £10,000 (ten thousand pounds). We do not restrict or limit our liability to you for death or personal injury caused by our negligence.
3. You agree that, if You choose to lop or cut back any tree or vegetation for the purposes of this agreement, You will:
 - 3.1 Carry out the works, or arrange for the works to be carried out, no more than 14 calendar days from the date that this is requested by Us in writing, failing which You agree to allow Us to commence the works immediately;
 - 3.2 Carry out the works, or arrange for the works to be carried out, in a good and workmanlike manner;
 - 3.3 Indemnify Us from any and all claims made against You as a result of Your actions under this agreement.
4. We agree to be responsible for any claims made against you if someone makes a claim against you as a result of our actions under this agreement, provided that you did not cause or contribute towards the claim, you give us immediate notice of any claim and you do not settle any part of any such claim without our written permission (which shall not be unreasonably withheld or delayed).
5. Gigaclear owns the Apparatus at all times. You and anyone You are responsible for, must not cause damage to or interfere with Our Apparatus or its operation and shall not permit any third party to do the same. You may not, without our prior written consent, place, build or plant anything on your property which denies us reasonable access to or will interfere with our Apparatus, but this does not apply to pre-existing trees or other vegetation.
6. This agreement will remain in force for as long as we (or anyone who takes over our assets or business) have powers under the Code or until the agreement is terminated under Clause 6 below. We may end this agreement by giving you six months' notice. This agreement will also end if we permanently remove all our apparatus from your Property.
7. You may end this agreement by giving us 18 months' written notice under paragraph 31 of the Code if:
 - 7.1 this agreement ought to come to an end as a result of substantial breaches by us of our obligations under the agreement;
 - 7.2 We have persistently delayed making payments due to you under the terms of this Agreement;
 - 7.3 You intend to redevelop all or part of the Property and could not reasonably do so unless this Agreement comes to an end;

- 7.4 the prejudice caused to you by the continuation of this agreement is incapable of being adequately compensated by money and the public benefit likely to result from the continuation of the Agreement does not outweigh the prejudice to you.
8. The procedure for sending notices under this agreement is set out in the Code. We will send notices to your address shown on page 1 of this agreement. You must send any notice in writing to our address at page 1.

Key:

—	Openreach Duct	●	Pot
.....	Overhead Cable	■	Chamber
●	Joint User Pole	■	Drop Cabinet
■	Openreach Chamber	- - -	Route Outside
□	Area of Ownership	■	Access Cabinet
—	Trench Line Inside	●	Gigaclear Pole
.....	Openreach Overhead	●	Openreach Pole

Title Number: **WK499069**

Address:
**Land at Napton On The Green, Southam,
 Warwick**

Cabinet Area(s):
WM-PRSMT

Design Version(s): **9.0.0**

GWA Number: **267687**

Coordinates: **446370,260971**

Meterage: 126	No of Pots: 0
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Scale: 1:2500 @ A4

