



Epping Forest & Commons Committee

Date: WEDNESDAY, 20 MAY 2020
Time: 12.30 pm
Venue: VIRTUAL PUBLIC MEETING (ACCESSIBLE REMOTELY)

Members: Graeme Doshi-Smith (Chairman)
Deputy Philip Woodhouse (Deputy Chairman)
Peter Bennett
Caroline Haines
Alderman Robert Howard
Alderman Robert Hughes-Penney
Gregory Lawrence
Sylvia Moys
Benjamin Murphy
Jeremy Simons
Oliver Sells QC (Ex-Officio Member)

For consideration of Business Relating to Epping Forest Only

Verderer Michael Chapman DL
Verderer Paul Morris
Verderer Nicholas Munday
Verderer H.H William Kennedy

Enquiries: Richard Holt
Richard.Holt@cityoflondon.gov.uk

Accessing the virtual public meeting

Members of the public can observe the virtual public meeting at the below link:

<https://youtu.be/OlkdoI5KbME>

John Barradell
Town Clerk and Chief Executive

AGENDA

Part 1 - Public Agenda

1. **APOLOGIES**

2. **MEMBERS' DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA**

3. **MINUTES**

To agree the public minutes of the previous meeting of the Epping Forest and Commons Committee on the 10th of March 2020.

For Decision
(Pages 1 - 8)

4. **COVID RESPONSE**

Oral update on the latest position.

For Discussion

Epping Forest

5. **PROPOSED INSTALLATION OF GIGACLEAR NETWORK INSTALLATION IN EPPING FOREST SEF 14/20**

Report of the Director of Open Spaces.

For Decision
(Pages 9 - 46)

6. **AUTHORISATION OF OFFICERS TO ISSUE FIXED PENALTY NOTICES FOR BYELAW OFFENCES UNDER THE EPPING FOREST ACT (SEF15/20)**

Report of the Director of Open Spaces.

For Decision
(Pages 47 - 50)

7. **REPORT OF ACTION TAKEN**

Report of the Town Clerk.

For Information
(Pages 51 - 54)

10. **QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

11. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**

Part 2 - Non-Public Agenda

12. EXCLUSION OF THE PUBLIC

MOTION: That under Section 100A(4) of the Local Government Act 1972, the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Part I of Schedule 12A of the Local Government Act.

For Decision

13. NON-PUBLIC MINUTES

To agree the non-public minutes of the previous meeting of the Epping Forest and Commons Committee held on the 10th of March 2020.

For Decision
(Pages 55 - 58)

14. REPORT OF ACTION TAKEN

Report of the Town Clerk.

For Information
(Pages 59 - 62)

15. NON PUBLIC QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE

16. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT AND WHICH THE COMMITTEE AGREE SHOULD BE CONSIDERED WHILST THE PUBLIC ARE EXCLUDED

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EPHING FOREST & COMMONS COMMITTEE **Tuesday, 10 March 2020**

Minutes of the meeting of the Epping Forest & Commons Committee held at
Committee Room - 2nd Floor West Wing, Guildhall on Tuesday, 10 March 2020 at
11.30 am

Present

Members:

Graeme Doshi-Smith (Chairman)
Deputy Philip Woodhouse (Deputy Chairman)
Peter Bennett
Caroline Haines
Alderman Robert Howard
Gregory Lawrence
Verderer H.H William Kennedy
Verderer Paul Morris
Verderer Michael Chapman DL
Verderer Nicholas Munday

Officers:

Richard Holt	- Town Clerk's Department
Mark Eyre	- City Surveyor's Department
Colin Buttery	- Director of Open Spaces
Paul Thomson	- Superintendent, Epping Forest
Andy Barnard	- Superintendent, The Commons
Geoff Sinclair	- Head of Operations, Epping Forest
Jeremy Dagley	- Head of Conservation, Epping Forest
Jacqueline Eggleston	- Head of Visitor Services, Epping Forest
Jo Hurst	- Business Manager, Epping Forest

1. APOLOGIES

Apologies were received from Alderman Robert Hughes-Penney, Benjamin Murphy and Jeremy Simons.

The Chairman welcomed newly elected Verderers Paul Morris and Verderer H.H William Kennedy to their first meeting of the Epping Forest and Commons Committee. In addition, the Chairman extended the thanks of Members and Officers to Dr Joanna Thomas and Melissa Murphy for their commitment to the role of Verderers of Epping Forest.

2. MEMBERS' DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA

There were no declarations.

3. **MINUTES**

The Committee considered the public minutes and non-public summary of the previous meeting of the Epping Forest and Commons Committee held on the 13th of January 2020.

RESOLVED- That the public minutes and non-public summary of the meeting of the Epping Forest and Commons Committee held on the 13th of January, subject to the corrections specified, be agreed as an accurate record.

4. **ANNUAL REVIEW OF TERMS OF REFERENCE**

The Committee considered a report of the Town Clerk on the Committee's Terms of Reference.

The Town Clerk noted that the Verderers listed would need to be changed to reflect the results of the recent election. A Member questioned whether consideration could be given to adjusting the election process for Verderers of Epping Forest. The Chairman noted that he shared the Members' concerns but explained that changes to the election process required primary legislative change as the provisions were mandated in the Epping Forest Act 1878.

RESOLVED: That: -

- I. The terms of reference of the Epping Forest and Commons Committee, be approved for submission to the Court of Common Council in April, and that any further changes required in the lead up to the Court's appointment of Committees be delegated to the Town Clerk in consultation with the Chairman and Deputy Chairman; and
- II. The Committee's meeting frequency be approved.

5. **EPPING FOREST AND COMMONS COMMITTEE 2020 DATES**

The Committee received a report of the Town Clerk which detailed the various dates of Committee and Group meetings related to the Epping Forest and Commons Committee to be held in 2020.

Replying to a question from a member of the Committee the Director of Open Spaces suggested that the dates allocated for the Consultative Group visits be considered for full day visits to the Commons to allow Members a more extensive impression of the site in question.

RESOLVED- That the report be noted.

6. **DRAFT MINUTES OF THE EPPING FOREST CONSULTATIVE COMMITTEE MEETING ON THE 29TH OF JANUARY 2020**

The Committee received the draft minutes of the Epping Forest Consultative Committee held on the 29th January 2020. The Chairman noted that location of the meeting should be corrected to list the Hope Centre and not the City of London Guildhall.

RESOLVED- That the draft minutes be noted.

7. **SUPERINTENDENT'S UPDATE**

The Committee received a report of the Director of Open Spaces which summarised the Epping Forest Division's activities across December 2019 to January 2020.

A Member commended Officers for their work to support Epping Forest in a difficult time and requested more information on how to build on best practice at Wanstead Flats to reduce fly tipping across the Forest. The Director of Open Spaces replied that there was a degree of displacement as Officers limit fly tipping at specific sites alternative sites are affected.

Replying to a Committee member's query on deer vehicle collisions the Chairman noted that there would be further discussion on this in the confidential session.

Replying to a question from a Member the Director of Open Spaces noted that the distribution centre planned to be introduced in Waltham Abbey would likely increase the number of vehicles in the area and Officers would be in contact with the land registry to confirm why the City of London Corporation were not consulted prior to this stage.

RESOLVED- That the update be noted.

8. **EPPING FOREST EVENTS TENDER (SEF 06/20)**

The Committee considered a report of the Director of Open Spaces on the Events Tender for Epping Forest. The Report proposed inviting major event organising companies to tender for a up to three-year commercial contract for the use of the land within Epping Forest for the purpose of holding a large-scale event.

The Committee discussed a variety of options for possible sites for holding events within Epping Forest. The Chairman commented that the Committee should consider the suitability of holding specific events as recommended by Officers rather than suggest possible sites directly. In response to a comment from a Member the Deputy Chairman confirmed that Officers would, in line to with the Epping Forest Charity, would look at all possible sites for holding events in the Forest. It was observed that Wanstead Flats site was very unpopular as a location for holding an event by the local community and would possibly not be approved by the local authority.

Replying to a query from a member of the Committee the Director of Open Spaces explained that market interest would be a key factor when understanding the Department's approach to events which was being formalised and professionalised.

A Member commented that it was vital that the communication policy on any events held within the Forest would need to be effective given the extent of public interest.

RESOLVED- That a competitive tender process be approved to invite proposals for a major event at Wanstead Flats, Warlies Park and Chingford Plain with regard to the framework provided by the Open Spaces Events Policy and the constraints indicated in the Environmental Appraisals and the draft Heads of Terms.

9. **IMPLEMENTATION OF AN EXPERIMENTAL TRAFFIC REGULATION ORDER ON FAIRMEAD ROAD, HIGH BEACH IN PARTNERSHIP WITH ESSEX HIGHWAYS (SEF 07/20)**

The Committee considered a report of the Director of Open Spaces on the Implementation of an Experimental Traffic Regulation Order on Fairmead Road, High Beach in partnership with Essex Highways. The Director of Open Spaces introduced the report and highlighted the fee for Gate.

The Committee supported the report but noted the importance of making Epping Forest accessible for disabled visitors.

Replying to query from a member of the Committee the Director of Open Spaces noted that Officers had attempted to contact local disability groups but none were forthcoming.

RESOLVED- that: -

- I. The introduction of an Experimental Traffic Regulation Order (ETRO) at Fairmead Road between the Hill Wood Car Park and the existing vehicle barrier, in line with the aims of the Epping Forest Transport Strategy and in partnership with Essex Highways, for an 18-month period be approved; and
- II. That the preparation of a report on the ETRO at the end of the trial period to assess the impacts of the measure on the Forest, the future status of the public highway and responsibility for long-term maintenance be approved.

10. **WANSTEAD FLATS INDIVIDUAL SITE PLAN (SEF 03/20B)**

The Committee considered a report on the Individual Site Plan (ISP) that was prepared for Wanstead Flats.

RESOLVED- That the Wanstead Flats Integrated Site Plan be approved for public consultation

11. **EPPING FOREST WORK PROGRAMME FOR 2020/2021 (SEF 04/20B)**

The Committee considered a report of the Director of Open Spaces on the Epping Forest Work Programme for 2020/2021.

Replying to a query from a member of the Committee the Director of Open Spaces confirmed the importance of volunteers to the maintenance of sites within the Forest, particularly the lakes and ponds.

RESOLVED- That the annual work programme as summarised in the report be approved.

12. **LONDON BOROUGH OF CULTURE 2019 SUMMARY (SEF 08/20)**

The Committee received a report of the Director of Open Spaces on the London Borough of Culture 2019 summary. The report updated the Committee on the in-kind support to the London Borough of Culture in its inaugural year and summarises the value to Epping Forest. The Committee commented on the success of the City's engagement with the programme.

RESOLVED- That the report be noted.

13. **EPPING FOREST SAC MITIGATION STRATEGY PROGRESS (SEF 11/20)**

The Committee considered a report of the Director of Open Spaces on the Epping Forest SAC Mitigation Strategy progress. The Director of Open Spaces introduced the report and provided a summary of the key points.

The Committee discussed whether the report should be included in the public section of the Committee Agenda noting issue of making the draft letter response from the Chairman public if the Committee deemed it necessary to make substantive changes. The Director of Open Spaces explained that letters of a similar nature, including the previous reports on the SAC Mitigation Strategy, were included in the public section of Committee meetings. In addition, it was noted that transparency should be considered central to the Committees decisions therefore as many items as possible should be considered in the public session.

RESOLVED- that: -

- I. The text of the three letters at Appendices 3, 4 and 5 of this report be approved for circulation to the relevant Local Planning Authorities; and
- II. Officers' be approved to actively participation in the Epping Forest SAC Mitigation Strategy Oversight Group, chaired by Epping Forest District Council, that has now been re-started to bring together the competent authorities for SAC planning issues.

14. **VEGETATION AGAINST PROPERTY: POLICY DEVELOPMENT NOTE SEF 02/20B**

The Committee considered a report of the Director of Open Spaces on Vegetation against Property Policy Development. The Report outlined the Policy Development note (PDN)) that had been prepared on the City of London Corporation's management of Vegetation Against Property (VAP) where substantial subsidence compensation claims could arise from the impact of trees on neighbours' buildings.

RESOLVED- That the Vegetation against Property Policy Development Note be approved.

15. **DRAFT MINUTES OF THE MEETING OF THE BURNHAM BEECHES AND STOKE COMMON CONSULTATION GROUP.**

The Committee received the draft minutes of the Burnham Beeches and Stoke Common Consultation Group held on the 14th of January. The Director of Open

Spaces noted the offer from the local Parish Councils to provide further support to Burnham Beeches.

A member of the Committee noted that the Chairman was the only City of London Corporation Member in attendance at this meeting and commented that a greater level of representation would be beneficial.

RESOLVED- That the draft minutes of the Burnham Beeches and Stoke Common Consultation Group held on the 14th of January be noted.

16. SUPERINTENDENT'S UPDATE

The Committee received a report from the Director of Open Spaces which provided a general update on issues across the nine sites within 'The Commons' division. The Director of Open Spaces provided a summary of the key features of the report.

Replying to a question from the Deputy Chairman on the how travellers mentioned in the report were able to access the site, the Director of Open Spaces explained that the individuals involved were experienced and proficient commenting that police and bailiffs involved were not as proactive as they could have been.

RESOLVED- That the report be noted.

17. QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE

There were no questions received in the public session.

18. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT

It was noted by a Member that the City Volunteer's evening had been well attended by volunteers involved in the management of open spaces, but it was observed that many did not feel well regarded locally. The Chairman reassured the Committee that all volunteers at all open spaces were extremely well regarded and that representatives would be invited to the Epping Forest & Commons Committee Dinner scheduled to take place in July.

19. EXCLUSION OF THE PUBLIC

RESOLVED: That under Section 100A (4) of the Local Government Act 1972, the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Part I of Schedule 12A of the Local Government Act.

20. NON-PUBLIC MINUTES

The Committee received the non-public minutes of the Epping Forest and Commons Committee meeting held on the 13th of January 2020.

RESOLVED- That the non-public minutes of the Epping Forest and Commons Committee meeting held on the 13th of January 2020 be approved as a accurate record.

21. **REPORT OF ACTION TAKEN**

The Committee received a report of the Town Clerk on the action taken in accordance with Standing Order 41 (a).

RESOLVED- That the report be noted.

22. **BUFFER LAND ESTATE AGRICULTURAL HOLDINGS ACT TENANCY - RENT REDUCTION REQUEST (SEF 09/20)**

The Committee considered a report of the Director of Open Spaces regarding a Buffer Land Estate Agricultural Holdings Act Tenancy Rent Reduction Request.

RESOLVED- That the report be agreed.

23. **SOUTH LODGE - OPTIONS FOLLOWING SUBSIDENCE ISSUES (SEF 10/20)**

The Committee considered a report of the Director of Open Spaces on the options following subsidence issues at the South Lodge.

RESOLVED- That the report be noted.

24. **TERMINATION OF PART OF A TENANCY TO ENABLE THE SALE OF 2 GREEN LANE BUNGALOW, EPPING FOREST**

The Committee considered a report of the Director of Open Spaces on the Termination of part of a tenancy to enable the sale of 2 Green Lane Bungalow Epping Forest.

RESOLVED- That the report be agreed.

25. **NON-PUBLIC QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

There were no questions received in the non-public session.

25.1 **Minute Clarification - Woodredon Farm and Red Cottage**

The Committee considered a request from the Director of Open Spaces further to a minute from a previous meeting of the Committee held in 2018.

26. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT AND WHICH THE COMMITTEE AGREE SHOULD BE CONSIDERED WHILST THE PUBLIC ARE EXCLUDED**

The Committee considered one item of further business in the non-public session.

27. **FIREARMS LICENSING AT EPPING FOREST**

The Committee considered a confidential report of the Director of Open Spaces on Firearms Licenses at Epping Forest.

The meeting ended at 13:25

Chairman

**Contact Officer: Richard Holt
Richard.Holt@cityoflondon.gov.uk**

Committee(s)	Dated: 20/05/2020
Epping Forest and Commons Committee	
Subject: Proposed Installation of Gigaclear network installation in Epping Forest SEF 14/20	Public
Report of: Colin Buttery, Director of Open Spaces	For Decision
Report author: Tristan Vetta – Land Agent, Epping Forest	

Summary

This report is necessary to update your Committee regarding a request by ultra-fast broadband infrastructure provider Gigaclear Limited to install approximately 9.2km of buried and underground services infrastructure into land held in trust by the City of London Corporation across Epping Forest and its associated Buffer Land. All the activity is located within the Epping Forest District Council and Essex County Council local authority jurisdictions and is expected to yield initial income of £35,195, which is comparable with national wayleave charges.

The proposed installation will form part of Essex County Council's 'Superfast Essex' broadband improvement programme, which in turn forms part of the Government's national Superfast Broadband Programme designed to improve access by rural communities to the economic and social benefits of ultra-fast broadband internet connection where conventional suppliers have no plans to improve access. The majority of the installation can be accommodated within Forest and Buffer Land road verges and negotiation have diverted installations away from Site of Special Scientific Interest and Special Area of Conservation land.

Recommendation(s)

Members are asked to:

- i. Approve the use of Forest Land for the installation of ultrafast broadband infrastructure by Gigaclear as part of the National Superfast Broadband Programme.
- ii. Agree an outline £35,195 installation fee subject to site negotiations.
- iii. Delegate authority to the Town Clerk in consultation with your Chairman and Deputy Chairman to agree the apparatus location and final wayleave figure provided it is with 10% of the current proposal.
- iv. Enter into a formal, legal agreement with Gigaclear for the ongoing management of their infrastructure, with all costs to be borne by Gigaclear Ltd.
- v. Instruct the Comptroller and City Solicitor to undertake any necessary documentation to conclude the agreement.
- vi. To delegate powers to The Superintendent of Epping Forest to approve any minor additions or modifications to this network as required.

Main Report

Background

1. The Government's National Superfast Broadband programme is designed to improve access by rural communities to the economic and social benefits of ultra-fast broadband internet connection where conventional suppliers have no plans to improve access. It is planned to see 15 million premises connected to full fibre by 2025, with coverage across all parts of the country by 2033 and that the majority of the population will have 5G coverage by 2027. The Future Telecoms Infrastructure Review addressed key questions about the evolution of the UK's digital infrastructure such as the convergence between fixed and mobile technologies, and the transition from copper to full fibre (gigabit-capable) networks.
2. Superfast Essex is a broadband improvement programme run and part funded by Essex County Council. The Superfast Essex programme aims to make superfast broadband available to as much of Essex as possible. The term 'superfast' refers to broadband download speeds of 30 megabits-per-second (Mbps) and above. There have also been funding contributions from local councils towards some phases of work. Superfast Essex is working with two network operators, Openreach and Gigaclear.
3. Gigaclear Limited is a provider of ultrafast broadband; it was awarded the contract as operator for the Epping Forest District for the Superfast Essex Programme. Gigaclear intends to build a brand-new full fibre network which is separate to the existing network from Openreach and other broadband operators. Ultrafast broadband is defined as speeds of over 100Mbps and is provided using Fibre to the Premise (FTTP) technology. This requires installation of a completely new infrastructure throughout the EFDC area.
4. The first negotiations between Gigaclear Ltd and City Corporation commenced in 2016, regarding installation of a small amount of infrastructure in Forest Land around the village of Upshire. Gigaclear sought the City Corporation's approval to enter into a standard wayleave agreement in line with the Telecommunications Act 1984, which the City Corporation felt was not in the City's best interests. Following liaison between the City Solicitor's Department and Gigaclear's legal counsel a draft Wayleave agreement with the City Corporation has been proposed.
5. Further negotiation with Gigaclear indicated that the provider proposed to complete the installation of its brand-new network more widely across Forest and Buffer Lands, by December 2021. The Covid-19 national emergency has not impacted on this programme, indeed Government policy states that broadband is now considered to be "essential works" and faster connections are likely to be required by residents as many continue to work from home.

Current Position

6. Following Gigaclear's clarification of its proposed network, further negotiations in February 2020 finalised the total installation proposed within land held in trust by the City Corporation as circa 9.2km (5.7miles) affecting areas of Forest in Loughton, Chingford, Sewardstone, High Beach & Upshire.
7. Gigaclear have indicated that a viable alternative to the use of Epping Forest and Buffer Land is not available. Initially, Gigaclear had planned to cross Site of Special Scientific Interest (SSSI) and Special Area of Conservation (SAC) designated areas at Warren Wood Slopes. However, following a detailed response to the proposals, an alternative route is now proposed that avoids SSSI/SAC-designated land.
8. Most of the infrastructure installation is proposed to be in roadside verges. However, it will also affect wayleaves to residential properties which are constructed of various surface types. In two locations: Epping Long Green (East & West) Epping Upland, Gigaclear have proposed crossing areas of Forest for lengths of 850m± & 568m±. The land at Epping Long Green does not form part of the (SSSI) or (SAC) but includes parts of the Forest where Countryside Stewardship income will be sought for grassland management.

Options

9. **Option 1: to approve the installation of ultra-fast broadband infrastructure, along the proposed routes as negotiated by City of London officers** – this option would allow most of the verge and wayleave installation of around 9.2km± in line with version 10 of the wayleave agreement (see Appendix 1). **This option is recommended**
10. **Option 2: to refuse the use of City Corporation land for the installation of ultra-fast broadband infrastructure.** This option would greatly increase the cost of installation to the operator and potentially restrict internet connections to properties reliant on Forest Wayleaves. In response there is a strong likelihood that Gigaclear could use new Electronic Communications Code powers under the Communications Act 2003 to install the infrastructure without City Corporation consent. **This option is not recommended**

Proposals

11. Gigaclear have proposed a standard meterage fee of £3.90 + £468.00 for any cabinets, this would equate to a total of approx. £35,195 income to the City Corporation for the installation, before any additional compound fees and staff time that might be required. There will be no further annual wayleave charge levied on this installation.
12. However, it is important to note that all figures may be subject to change since Gigaclear is yet to complete a validation exercise by visiting the proposed sites

and confirming the exact routes, surface types and meterage + cabinet options. Once Gigaclear have completed validation proposed network, they will be in a position to confirm the total meterage and consideration payment for that particular cabinet area. This report seeks your approval for delegated powers to agree the scheme layout and hence the final installation charge provided it is with 10% of the total provided in paragraph 11.

13. It proposed to include the income fee figure as part of the wayleave agreement, as well as conditions of re-instatement etc. Separate licences for separate use of Forest Land for the storage of materials and the placement of compounds, would be issued on a case-by-case basis locally at a rate of £2.50 per square meter per day, in line with the agreed licence fee charges of 2020-21 as brought to your Committee in November 2019.

Corporate & Strategic Implications

City of London Corporate Plan 2018-2023

14. This proposal helps achieve the aims and priorities of the Corporate Plan by Contributing to a flourishing society -3. People have equal opportunities to enrich their lives and reach their full potential and -4. Communities are cohesive and have the facilities.
15. Shape outstanding environments: -9. We are digitally and physically well-connected and responsive.

Open Spaces Department Business Plan 2019-20

16. Part C. Business practices are responsible and sustainable: j) Maximise the value and opportunities of our built and natural assets, k) Deliver opportunities arising from improved management capability from the City of London Corporation (Open Spaces) Act 2018.

Implications

17. **Legal:** In December 2017, a new Electronic Communications Code took effect under The Communications Act 2003 to make it easier for network operators to install and maintain apparatus such as phone masts, exchanges and cabinets on public and private land. The Electronic Communications Code is set out in Schedule 3a to The Communications Act and is designed to facilitate the installation and ensure the maintenance of electronic communications networks.
18. In the event that agreement cannot be reached with the owner or occupier of private land, the Code allows an operator to apply to the Court to impose an agreement which confers the Code right being sought or for the Code right to bind the landowner or occupier.
19. Given the scale of this project in the wider County and National context it is possible that any position of the City Corporation to not enter negotiations with

Gigaclear could potentially result in Gigaclear's application for Code Powers to impose an agreement upon the City Corporation.

20. **Financial:** The proposed fee of £35,195 will be credited to the Epping Forest Local Risk budget for investment in the management of Epping Forest. It is intended that all costs incurred by the City Corporation in the negotiation and installation and on-going maintenance of the project are borne by Gigaclear Ltd.
21. The City Corporation collects Countryside Stewardship Scheme (CSS) payments for the management of the grassland on areas dissected by the Gigaclear proposed cable routes, known as Gibbons Bush Greens and Severs Green. The installation of the Gigaclear infrastructure through this land will require Epping Forest Officers to apply for a Minor and Temporary Adjustment to the CSS. It is intended that the City Corporation is compensated by Gigaclear for this loss of income + cost of officer time to make the amendments
22. Gigaclear's proposed meterage fee is in line with rates agreed with the Countryside Landowners Association (CLA) & National Farmers Union (NFU)
23. The proposed average charges for officer's time would be at £40.00 per hour for Epping Forest Officers.
24. City Solicitors will be charging The Open Spaces Department for drawing up the Wayleave Agreement.
25. **Health:** Broadband networks provide more efficient and less expensive ways to deliver essential public services such as health care, education, public safety and emergency services.
26. **Charity:** Epping Forest is a registered charity (number 232990). Charity Law obliges Members to ensure that the decisions they take in relation to the Charity must be taken in the best interests of the Charity.

Conclusion

27. The Superfast Broadband Programme is committed to run until 2026, with the UK Government promising faster connections for rural communities and the improvement national digital networks to boost financial productivity. Increasing pressure is being applied to county councils and the contractors they employ to deploy this ensure the infrastructure is installed within the soonest possible timescale.
28. The Electronic Communications Code 2017 will ensure the role out of this infrastructure by granting greater powers to network providers. However, emphasis remains on maintaining good provider/customer relations. As a result, at this juncture, there is an opportunity for the City Corporation to assist with the role out of this programme without compromising the integrity or

protection of Epping Forest as an open space whilst optimising income from the installation for the Epping Forest Charity.

Appendices

Appendix 1 – Gigaclear Wayleave v10

Appendix 2 – Gigaclear COL Titles v3 (maps).

Tristan Vetta

Land Agent, Epping Forest

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DATED

2020

(1) THE MAYOR AND COMMONALTY AND
CITIZENS OF THE CITY OF LONDON
(AS CONSERVATORS OF EPPING FOREST)

and

(2) GIGACLEAR LIMITED

DIGITAL FIXED LINE INFRASTRUCTURE WAYLEAVE AGREEMENT
EPPING FOREST

in respect of the installation of electronic communication apparatus <tba>
Grid Reference <tba>

Ref/

DATE

2020

PARTIES

- (1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON (as Conservators of Epping Forest) of PO Box 270 Guildhall London EC2P 2EJ (the "City"); and
- (2) GIGACLEAR LIMITED (incorporated and registered in England and Wales under company registration number 07476617), the registered office of which is at Building One, Wyndyke Furlong, Abingdon, Oxfordshire, OX14 1UQ (the "Operator");

BACKGROUND

- (A) This Agreement is a code agreement under, and made pursuant to Part 2 of Schedule 3A of the Act (as defined in clause 1) by the City and by the Operator, for purpose of conferring upon the Operator rights for statutory purposes with respect to the Works and certain powers under the Code
- (B) The City is the freeholder of the Property and the Operator wishes to carry out Works being the installation of electronic communications equipment at the Property
- (C) The Operator is an operator as defined in the Code to which the Code has been applied by virtue of a direction under s106 of the Communications Act 2003
- (D) The City acting through the Superintendent grants this Wayleave to the Operator in accordance with the Code and the Epping Forest Act 1878 so far as it lawfully can subject to the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. Definitions

Act: The Communications Act 2003, as amended by the Digital Economy Act 2017

Apparatus: Electronic Communications Apparatus as detailed in the attached specification (being Electronic Communications Apparatus as defined by the Code).

Byelaws: The Operator will ensure that the byelaws of Epping Forest are observed at all times except as may be varied by this Agreement.

Code: The Electronic Communications Code as set out in Schedule 3A of the Communications Act 2003 as amended by the Digital Economy Act 2017

Code Rights: means such of the rights granted by the City to the Operator in Clause 2 of this Agreement as are referred to in paragraph 3 of the Code.

Epping Forest Acts: The Epping Forest Act 1878

Insurance: The Operator will provide at its expense adequate proof of public liability insurance to the satisfaction of the City of London upon request.

Period: To continue until determined in accordance with the terms of this Agreement.

Plan: Refer to Schedule 1

Premium: <£TBA>

Property: Epping Forest land at <TBA> as shown on plan No <TBA> with the use of such property not to be exclusive. Excavation and installation shown as red dash line.

Signs: The Operator will not display any signs other than suitable and appropriate warning signs such signs to be to the satisfaction of the Superintendent.

Statutory Consents: The Operator will obtain all such statutory consents and approvals as necessary (and for the avoidance of doubt will include any consent that may be required from Natural England as necessary) and will produce copies of the same at its expense to the City upon request.

Superintendent: the Superintendent of Epping Forest appointed from time to time Tel: 0208 532 1010 email: eppingforest@cityoflondon.gov.uk

Warranty: The City does not warrant the condition of the Property and the Operator agrees to accept the Property in its current condition with use wholly at its risk.

Wayleave Fee: £10,900.00. This is a single one-off payment as detailed in Schedule 2.

Works: means any of the works to the Property necessary for the purposes set out in Clause 2 whether by way of initial installation of the Apparatus, upgrading, other alteration to the Apparatus, repairs or otherwise in accordance with the agreed method statements and other requirements set out in Schedule 1.

2. Grant of Rights

2.1. In consideration of the covenants given by the Operator in this Agreement and the payment of the Wayleave Fee (receipt of which the City acknowledges) the City hereby agrees that the Operator shall have the right until determination of this Agreement and subject to obtaining all necessary Statutory Consents:

- a) to install the Apparatus on, under or over the Property in accordance with the Method Statement;
- b) to keep installed the Apparatus which is on, under or over the Property;
- c) to inspect, maintain, adjust, repair, operate or upgrade the Apparatus which is on, under or over the Property and to alter the Apparatus within the limits of the existing route, but not outside those limits without the consent of the City and the Superintendent and subject to Clause 2.4;
- d) to carry out Works on the Property for or in connection with the installation of the Apparatus on, under or over the Property in accordance with the Method Statement
- e) to carry out Works on the Property for or in connection with the maintenance, adjustment, alteration (subject to Clauses 2.1 (c) and Clause 2.4 hereof), repair, operation or the upgrading of the Apparatus which is on, under or over the Property;
- f) to enter the Property to inspect, maintain, adjust, alter (subject to Clause 2.4), repair, operate and upgrade the Apparatus which is on, under or over the Property;

- g) to connect the Apparatus to a power supply in accordance with the Method Statement;
- 2.2. The Operator shall give to the City a minimum of seven days prior written notice of the intention to commence the Works and a minimum of two days prior written notice of the intention to commence any maintenance of the Works or exercise of any of other rights granted by Clause 2 or as much notice as is reasonably possible in case of emergency and access will then be permitted to the Property daily from 8am to 6pm excluding Bank Holidays and weekends, except in the case of an emergency. Unless, in the case of initial installation of the Apparatus, the City has approved the specification and the Works involved, the Operator is to provide the City and the Superintendent with full details of the Works for prior approval. The Operator shall provide to the City and Superintendent full details of any completed Works within two months of completion.
- 2.3. For the purposes of Clause 2.1, the Operator and its duly authorised agents may enter the Property at reasonable times, subject to Clause 6.3, with or without vehicles (where appropriate), and with workmen, plant, equipment or machinery as may reasonably be required to carry out the Works.
- 2.4. This Clause 2.4 applies where an alteration is made to the Apparatus or it is relocated:
- 2.4.1 Any alteration is subject to the prior written consent of the Superintendent and the provisions of this Agreement are to continue to apply to the Property and the Apparatus as altered and, so far as applicable, in the new location; and
- 2.4.2 Each party shall promptly sign a memorandum recording the details of the alterations to the Apparatus and, (if applicable) the new location and any consequential adjustment of the terms of this Agreement and retain a copy with its part of this Agreement.
- 2.5. The Operator may use the Apparatus only for the purpose of providing an electronic communications service (as defined by and construed in accordance with the Code) to the Property until this Agreement is terminated under Clause 5, or the Code Rights of the Operator later come to an end.
- 2.6. This Agreement will not apply to any part of the Property which is or (from the date of such adoption) becomes adopted as highway maintainable at the public expense.
- 2.7. This Agreement does not create the relationship of Landlord and Tenant between the City and the Operator in request of the Property
- 2.8. This Agreement constitutes the entire agreement between the City and the Operator

3. Assignment and Sharing

- 3.1. This Agreement may be assigned only to an operator to whom the Code is applied under section 106 of the Communications Act 2003.
- 3.2. Unless the City agrees to forgo the right to require it, the assignor shall enter into a guarantee agreement guaranteeing the performance by the assignee of the

obligations under this Agreement of the assignee as Operator on terms that the guarantee may:

- 3.2.1 impose on the assignor liability as a sole or principal debtor in respect of the relevant obligations in this Agreement; and
- 3.2.2 impose on the assignor liabilities as guarantor in respect of the assignee's performance of the relevant obligations which are no more onerous than those to which the assignor would be subject in the event of the assignor being liable as sole or principal debtor in respect of any of the relevant obligations; and
- 3.2.3 Include incidental or supplementary provisions but may not impose on the assignor a requirement to guarantee in any way the performance of relevant obligations by a person other than the assignee, or any liability, restriction or other requirement of any kind in relation to a time after the relevant obligations cease to be binding on the assignee.
- 3.3 The assignor is not liable, otherwise than under a guarantee agreement in Clause 3.2, for a breach of this Agreement occurring after the assignment if:
 - 3.3.1 the City is given notice of the name of the assignee, to whom this Agreement has been assigned, and the assignee's address for service; and
 - 3.3.2 the notice has been given to the City before the occurrence of the breach.
- 3.4 The Operator shall notify the City of the completion of the assignment of this Agreement within 28 days after the date of the assignment and shall provide to it a certified copy of the assignment.
- 3.5 The Operator may share the use of the Apparatus with another operator to whom the Code is applied under section 106 of the Communications Act 2003, and carry out works to the Apparatus (in accordance with the terms of this Agreement) to enable that sharing to take place, subject to meeting the conditions set out under Clause 3.6.
- 3.6 The Operator may only share the Apparatus and exercise the associated rights set out in clause 2.1 if:
 - 3.6.1 any changes to the Apparatus as a result of the sharing have no adverse impact, or no more than a minimal adverse impact, on its appearance; and
 - 3.6.2 the sharing does not impose any additional burden on the City, including anything that:
 - (a) has an additional adverse effect on the City's enjoyment of the Property; or
 - (b) causes additional loss, damage or expense to the City.

4. Damage

All damage as may be caused to the Property resulting from the Works is to be rectified to the satisfaction of the Superintendent of Epping Forest at the cost of the Operator failing which the City of London will undertake such rectification and recover the costs thereof from the Operator.

5. Redevelopment and termination

- 5.1.1 If the City intends to redevelop all or part of the Property and could not reasonably do so unless the Apparatus is removed, the City must provide the Operator with notice

in writing as set out in Clause 5.6 below. If the City proposes a suitable alternative position for the Apparatus on its land, the Operator will endeavour within a reasonable period after receipt of the notice and proposed new route, to alter the Apparatus to the new route at no cost to the City or to negotiate an alternative route.

- 5.1.2 If the City requires an alteration of the Apparatus or part thereof to enable the Property or any part of it to be repaired, renewed, refurbished, altered, improved, added to or to permit plant and machinery serving the Property to be installed or renewed or replaced, and provides a suitable alternative position for the Apparatus on its land, the Operator agrees to alter the Apparatus to the new route in a timely manner after receipt of the notice and proposed new route at no cost to the City in and upon not less than six months' prior written notice from the City pursuant to clause 5.2 below.
- 5.2 Following service of a notice under clause 5.1.2 the City will consult with the Operator to find a suitable alternative location for the Apparatus within the Property reasonably satisfactory to both parties and taking into account the Operator's reasonable requirements to secure the uninterrupted service provided by the Apparatus.
- 5.3 If the Apparatus is relocated, the provisions of this Agreement will continue to apply to the Property and the Apparatus in the altered location and the Operator acknowledges that nothing in this Agreement is intended to prevent or restrict the right of the City to repair or redevelop the Property or any other buildings property or land.
- 5.4 If the parties are unable to agree an alternative location for the Apparatus by a time at least one month before expiry of the notice given by the City either the City or the Operator may refer the matter for determination under Clause 13. The Operator acknowledges that nothing in this Agreement is intended to prevent or restrict the right of the City to repair or redevelop the Property or any other buildings property or land.
- 5.5 The Operator may end this Agreement by giving six months' notice in writing. This agreement will also end if the Operator permanently removes all Apparatus from the Property.
- 5.6 The City may end this Agreement by giving the Operator not less than 18 months' prior written notice under paragraph 31 of the Code if the City intends to repair or redevelop all or part of the Property and could not reasonably do so unless this Agreement is ended and an alteration under Clause 5.1.1 and 5.1.2 is not possible.
- 5.7 The City may end this Agreement by giving the Operator 18 months' written notice under paragraph 31 of the Code if:
 - a) this Agreement ought to come to an end as a result of substantial breaches by the Operator of its obligations under this Agreement;
 - b) the Operator has persistently delayed making payments due under the terms of this Agreement;
 - c) the prejudice caused to the City 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 the City.

5.8 This Agreement will terminate immediately if:

- 5.8.1 the Operator ceases permanently to provide the electronic communications service to which this Agreement relates whether or not it removes the Apparatus;
- 5.8.2 the Operator ceases to be a person to whom the Code is applied; or
- 5.8.3 the Apparatus is no longer being used, nor likely to be used, at the Property, or is removed by the Operator otherwise than temporarily for repair or replacement.

5.9 This Agreement will remain in force until the Apparatus is no longer required unless terminated in accordance with the above.

6. The Operator's Obligations

6.1. The Operator undertakes with the City to observe and perform the obligations in the following provisions of this clause 6;

6.2. Before commencing any Works:

- a) to obtain the Statutory Consents, licences, permissions, approvals and authorisations as are required, necessary for the commencement, execution and retention of the Works;
- b) to provide to the City written details of the Works and the Statements for its approval; and

6.3. To carry out and complete the Works:

- a) in accordance with the Plans and Statements annexed at Schedule 1 and in a proper, safe and workmanlike manner;
- b) in compliance with applicable statutory requirements and international standards, and in accordance with health and safety regulations;
- c) in accordance with the reasonable guidelines of the City of which the Operator has been notified;
- d) taking all proper precautions:
 - 6.3.d.1. to avoid unnecessary or undue obstruction or interference with the access or use of the Property, or any neighbouring property; and
 - 6.3.d.2. so as not to cause unnecessary or undue damage, nuisance or inconvenience,
 - 6.3.d.3. in such a way as to keep noise and dust to a minimum and in a manner, that will not inconvenience or endanger the City's staff or the public and other users of the Property and Epping Forest; and
- e) in compliance with the reasonable security and access requirements of the City as notified to the Operator.

- f) No plant or equipment or material may be deposited or dismantled or erected or demolished on Epping Forest except upon the Property and only then in accordance with the written agreement of the Superintendent.
- g) Adequate measures are to be taken to prevent subsidence of surrounding ground into all excavations undertaken by the Operator.
- h) Any disturbance of the surrounding soil must be made good according to the Soil Reinstatement provisions and to the absolute satisfaction of the Superintendent whose decision shall be final.
- i) On termination of this Agreement the Operator will at its own cost remove the Apparatus and reinstate the Property as directed by and to the reasonable satisfaction of the Superintendent.
- j) The Operator will undertake such other Works as may be reasonably required and directed by the Superintendent to ensure that the safety and integrity of the Property and Epping Forest is not prejudiced.
- k) The Operator shall keep the Apparatus identifiably labelled with the name of the Operator.
- l) The Operator shall keep the Apparatus in good repair and condition and so as not to be a danger to the City and its employees or property, or to the tenants and occupiers of, or visitors to, the Property, and to use and operate the Apparatus in accordance with applicable legislation and recommended guidelines.
- m) The Operator is to maintain third party and public liability insurance cover in respect of the exercise of the Operator's rights and the performance of the Operator's obligations under this Agreement, whether by the Operator, its employees, agents or persons under its control or by a related company with a reputable insurance company for not less than £10,000,000 for each insurance year during the course of this Agreement and then for each insurance year until the Operator is no longer actually or contingently liable in respect of matters arising from actions and omissions on its part, or for those for whom it would be vicariously liable, during the course of this Agreement and against injury or death and loss caused to persons and damage or destruction caused to property, and to provide to the City details of the insurance and evidence that cover is in force upon reasonable request, but no more than once in any insurance year applicable to the policy unless in the meantime there is a change of insurer, policy conditions or cover.
- n) The Operator shall comply with the byelaws of Epping Forest in force from time to time save as varied by this Agreement.
- o) In addition to the foregoing and for the avoidance of doubt the Operator shall not use Forest land for storage either during installation of the Works or thereafter without the prior written consent of City in the form of a compound licence upon such terms (including the payment of a reasonable fee) as City may request.

7. Statements

The Operator will provide at its expense for Superintendent's prior approval and to the City's satisfaction each of the following as separate documents in respect of the Works and as and when necessary in respect of the maintenance and repair of the Works.

- (a) Health & Safety Statement.
- (b) Risk Assessment.
- (c) Installation and Method Statement.
- (d) Drawings and Specifications.

8. Removal of the Apparatus

On termination of this Agreement, the Operator will as soon as reasonably practicable remove the Apparatus from the Property and make good any damage to the Property caused by its removal to the reasonable satisfaction of the Superintendent. If the Operator shall default in carrying out works of removal and reinstatement of the Apparatus to the reasonable satisfaction of the Superintendent within 90 days of the date of termination of this Wayleave, the City may (but shall not be obliged to) remove the Apparatus reinstate and make good the Property at the expense of the Operator and all reasonable and proper costs and expenses properly incurred by the City shall be repaid by the Operator on written demand on an indemnity basis and recoverable as a debt due from the Operator.

9. Indemnity

9.1. The Operator will indemnify the City in respect of all liabilities costs expenses claims damages disturbance injuries liabilities losses and proceedings suffered or incurred by the City of London or any third party arising from any breach of the terms of this Agreement or any negligent act or omission by the Operator in the exercise of the rights granted by this Agreement ("Breach") provided that:

- a) the City as soon as reasonably practicable notifies the Operator of any actions proceedings claims or demands brought or made against the City ("Proceedings") concerning any alleged Breach and the City will not compound settle or admit those Proceedings without the consent of the Operator (not to be unreasonably withheld or delayed) except by order of a court of competent jurisdiction; and
- b) this indemnity shall exclude:
- c) any loss that has arisen out of any negligence contributory negligence wilful act default or omission of the City its employees servants contractors agents or; and
- d) any loss to the extent that the City has failed to take any action that it ought reasonably and properly to have taken to mitigate any loss or damage it may suffer; and

9.2. The liabilities of the Operator under or in connection with this Wayleave Agreement shall be limited to £10,000,000.00 whether in respect of a single claim or a series of claims arising from the same incident in the annual aggregate except in the event of death or personal injury where there shall be no limit; and

9.3. nothing in this Wayleave Agreement shall restrict or interfere with the Operator's rights against the City of London or any other person in respect of contributory negligence.

10. The City's Obligations to the Operator

10.1 The City undertakes with the Operator to observe and perform the obligations in this clause 10.1:

10.1.1 to use reasonable endeavours:

(a) to prevent damage, or anything likely to cause damage to be done, to the Apparatus; and

(b) not to interfere or tamper with the Apparatus and its operation.

10.1.2 to give reasonable notice of any activity, by way of power outages or otherwise, that it intends to carry out, that would or might affect the continuous operation of the Apparatus or otherwise limit the ability of Operator to provide electronic communications services to the Property.

11. Ownership of the Apparatus

The Apparatus shall remain the absolute property of the Operator at all times.

12. Soil and Soil Reinstatement

General

12.1. The quality of all works herein are to be to the reasonable satisfaction of the City of London (and Natural England where appropriate) whose decision shall be final in all respects.

12.2. The general soil works detailed herein are subject to there being no overriding requirements for dealing with sensitive sites or sites subject to statutory protection where additional provisions may be required.

12.3. Turf and topsoil and subsoil must not be stored on top of existing grassland (unaffected by the works).

Prohibition

12.4. Grass seed and fertiliser must not be used

12.5. Soil must not be imported onto Epping Forest. All soil utilised in reinstatement must come from Epping Forest.

Timing

12.6. Soil and turf reinstatement must be undertaken as soon as each trench section construction is completed.

Soil

12.7. All finished soil surfaces should be laid level or to no steeper gradient than 1:100 between the boundaries of the soil fill area.

12.8. Soil is to be replaced in the location from where it was excavated.

- 12.9. Subsoil is to be used to make up ground to a level of 150mm beneath the finished grass level and must be free draining and capable of compaction manually or by lightweight machinery.
- 12.10. Subsoil layers exceeding 150 mm are to be firmed to build up levels to produce a stable soil structure
- 12.11. Subsoil must be laid to smooth flowing contours to achieve the required finished levels for topsoil.
- 12.12. Subsoil must not be liable to future subsidence and must be free of contaminants.
- 12.13. Prior to topsoil spreading all stones exceeding 50 mm diameter and any other debris (bricks branches litter etc) are to be removed from the surface.
- 12.14. Topsoil layer is required to an even and minimum depth of 150mm except around the base and root areas of trees where the finish levels must remain unaltered and around adjoining paving manholes or kerbs where the finish level is to be 30mm higher than those installations and otherwise where the topsoil must be levelled to match that of adjoining soil.
- 12.15. Topsoil to be handled in the driest condition possible and should not be handled during or after heavy rainfall or when it is wetter than the plastic limit defined in BS3882 Annex N2.
- 12.16. Inclining of the topsoil to contour the site is to be carried out when the topsoil is reasonably dry and workable.
- 12.17. The topsoil is to be laid to create smooth flowing contours which are suitable for tractor mowing.
- 12.18. The topsoil must not be compacted
- 12.19. The topsoil should be levelled to remove minor hollows and ridges
- 12.20. Utilise such machinery to cause minimise disturbance trafficking and topsoil compaction
- 12.21. Preserve a friable texture of separate visible crumbs

13. Mediation of Disputes and Dispute Resolution

13.1 Either the City or the Operator may refer a dispute in connection with this Agreement to the respective nominated managers of each for resolution, both of whom are to use their reasonable endeavours to resolve the dispute in the first instance as soon as reasonably practicable. A nominated manager must be a senior representative empowered to make executive decisions on behalf of the party he or she represents.

13.2 If the dispute is not so resolved within twenty-eight (28) days after referral in accordance with clause 13.1, either party may request by notice given to the other (“dispute notice”) that the dispute is referred to mediation for resolution. In that event:

13.2.1 the parties shall appoint a single mediator to perform the mediation;

13.2.2 where the parties are unable to agree on the appointment of a mediator within twenty-eight (28) days of the dispute notice, the mediator is to be appointed by the

Centre for Effective Dispute Resolution, or its successor or replacement body, on the application of either party; and

13.2.3 the mediation is to be conducted in England pursuant to a procedure established by the mediator in his or her absolute discretion.

13.3 A dispute or difference between the parties (other than one in relation to the Code), that is not resolved by mediation under this clause 13, is to be referred to a single arbitrator, if the parties can agree on one, but otherwise to an arbitrator appointed by the President of the Royal Institution of Chartered Surveyors at the request of either party.

13.4 The Arbitration Act 1996 is to apply to the reference.

13.5 The parties acknowledge the power of the arbitrator, under section 37 of the Arbitration Act 1996, to appoint experts or legal advisers, or technical assessors to assist on technical matters.

13.6 Disputes relating to the Code are to be resolved through the courts of England and Wales.

14. Severance

Each provision of this Agreement will be construed as a separate provision and if one or more of them is considered illegal, invalid or unenforceable then that provision will be deemed deleted but the enforceability of the remainder of this Agreement will not be affected.

15. Notices

15.1 A notice or notification given under or in connection with this Agreement must be given in writing and signed by or on behalf of the party giving it.

15.2 A notice given under the Code must comply with the provisions of Part 15 of the Code.

15.3 A notice given under or in connection with this Agreement will be validly given if personally delivered, or if sent by a registered post service (within the meaning of the Postal Services Act 2000), or by first class recorded delivery or first class ordinary post, and (in each case) addressed to:

- a) the Superintendent of Epping Forest The Warren Nursery Road Loughton Essex IG10 4RW
- b) the Operator at Building One, Wyndyke Furlong, Abingdon, OX14 1UQ;
- c) but in case of change of address, at such other location as has been notified to the other parties.

15.4 Notices under or in connection with this Agreement may not be given by email or other electronic media except in case of notice of required access to the Property.

16. Exclusion of Third Party Rights

Nothing in this Agreement is intended to create rights in favour of a third party under section 1(1)(b) of the Contracts (Rights of Third Parties) Act 1999

Signed by SUPERINTENDENT

Name

a duly authorised signatory for and on behalf of

THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON (AS
CONSERVATORS OF EPPING FOREST)

Signed by a duly

authorised signatory for and

on behalf of Gigaclear Limited

SCHEDULE 1

Reference <TBA> ATTACH PLANS/SPECIFICATIONS/STATEMENTS etc

SCHEDULE 2

Payment Calculated at £3.90 per metre and £468 per chamber / cabinet for network serving third parties.

Total Meterage:9,223 meters

Meterage serving third parties: 2,218 meters

Meterage payment: £8,650

Total number of cabinets:5

Number of cabinets / chambers on network serving third parties:5

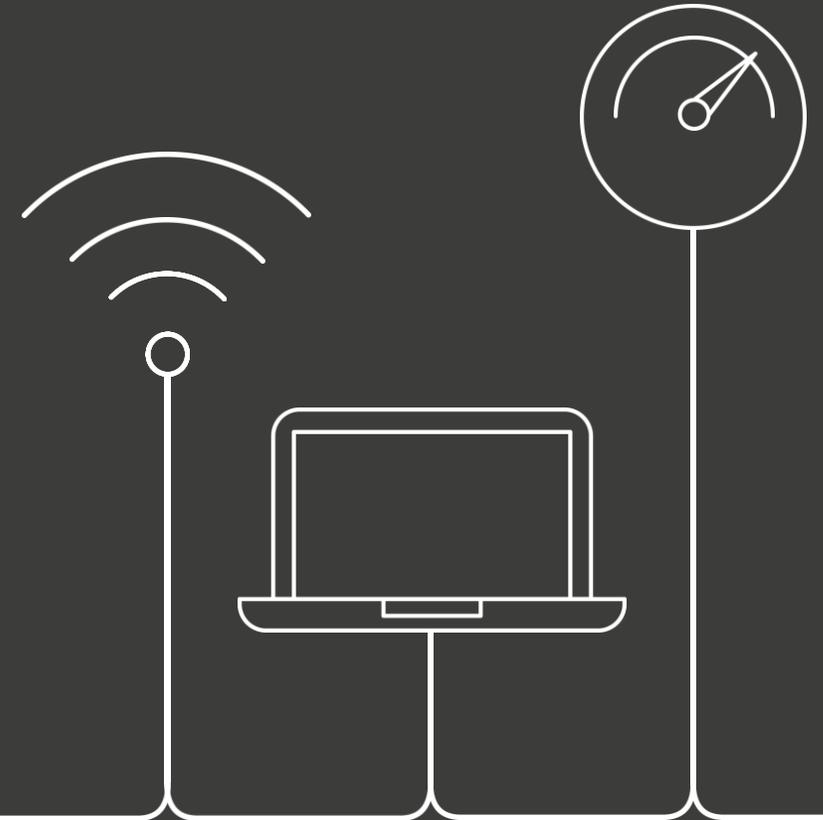
Cabinet/ chamber payment: £2,340

Total one off payment: £10,990 (ten thousand nine hundred and ninety)

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CITY OF LONDON TITLES

Page 31



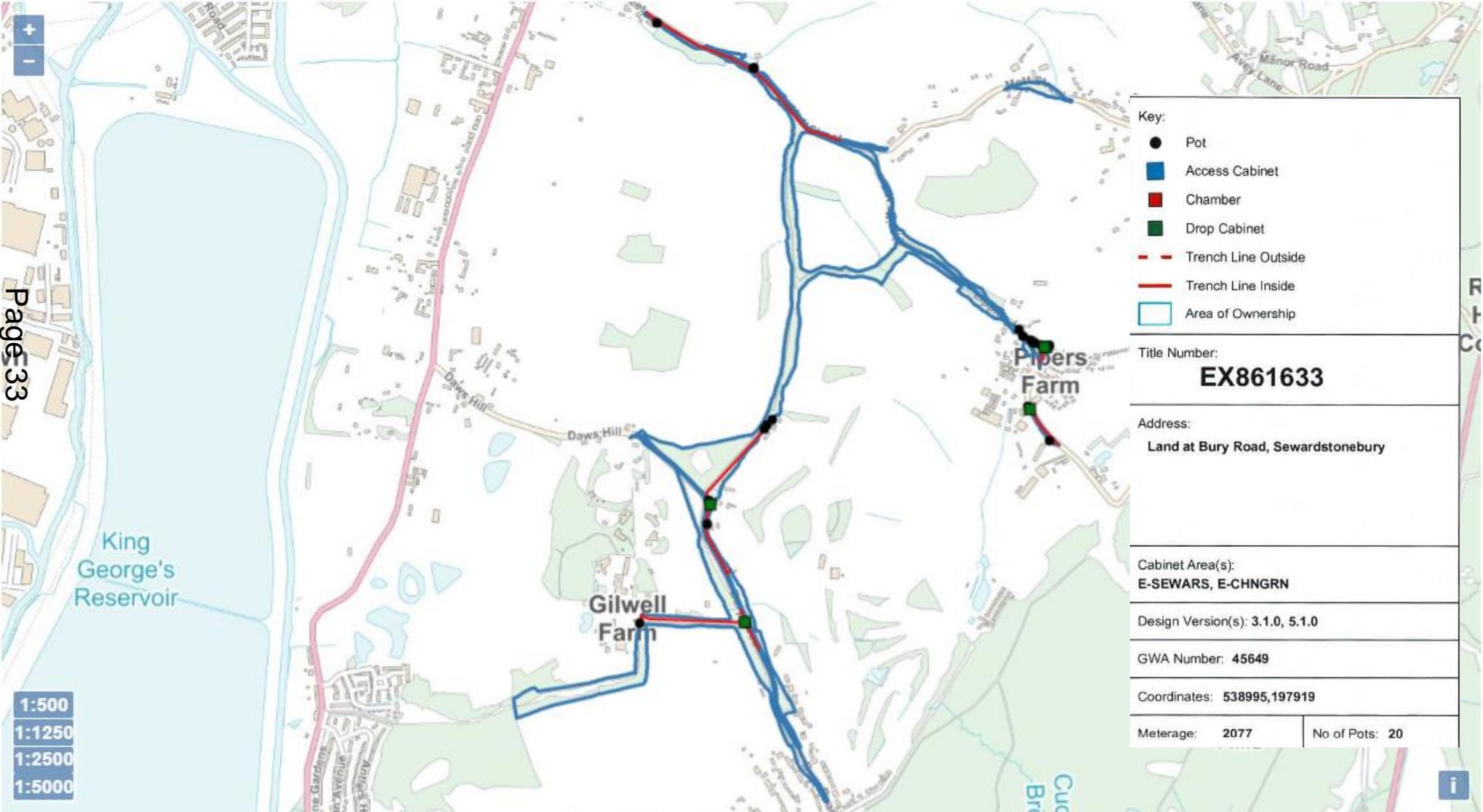
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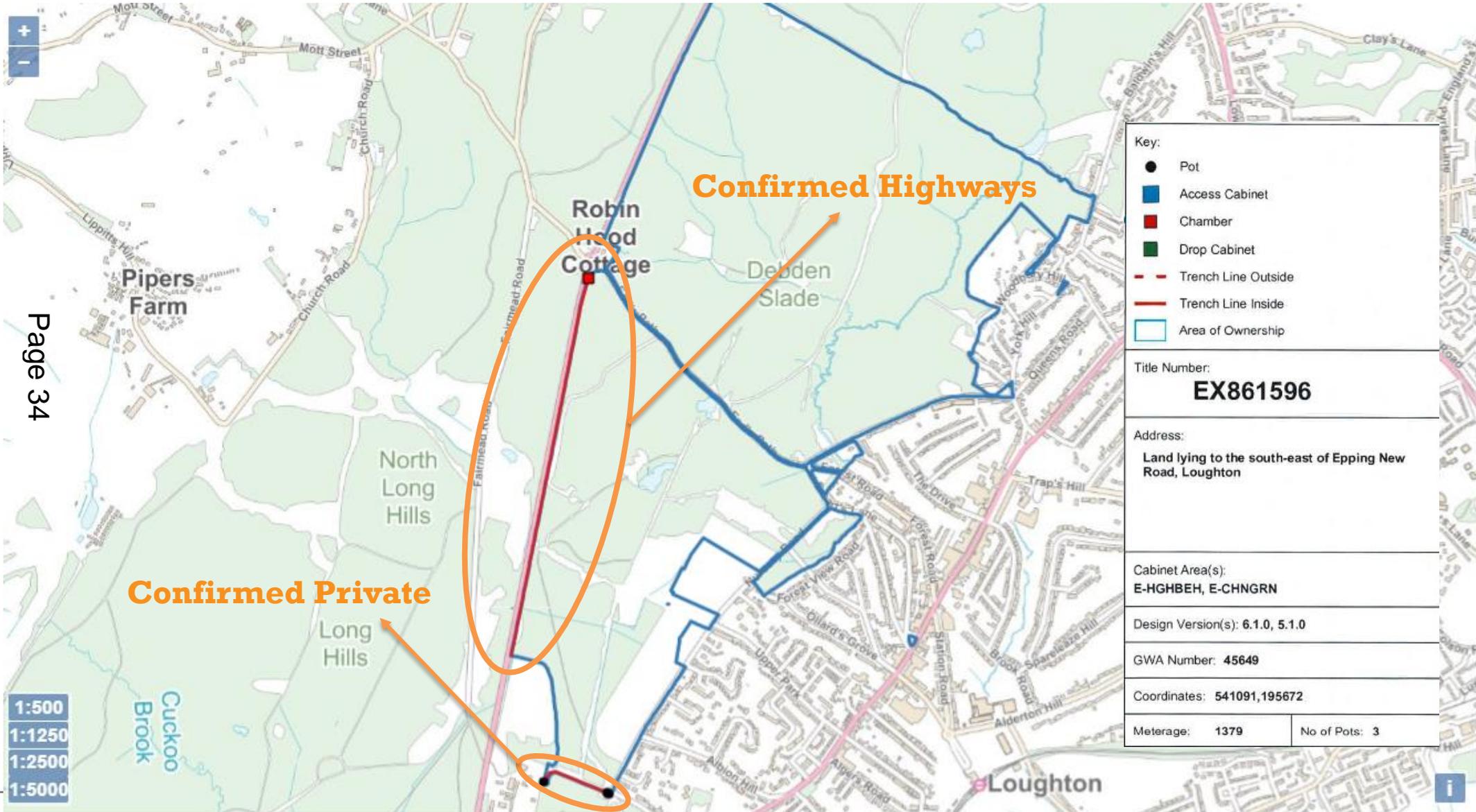
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EX861596 – GWA45649

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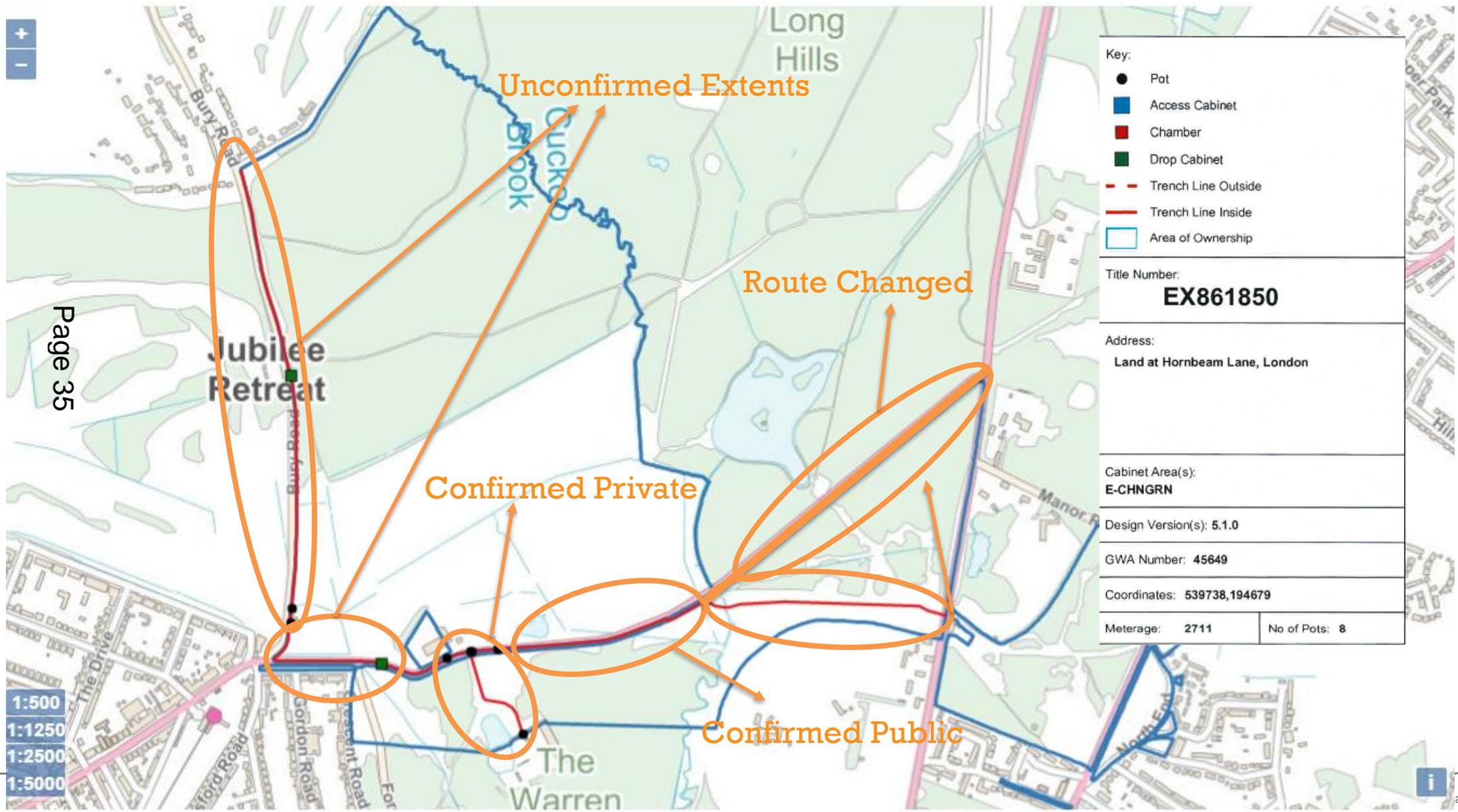


Page 34

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1:5000

EX861850 – GWA45649

Unconfirmed Extents & Private



Page 35

1:500
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1:2500
1:5000

EX861444 – GWA45649

Partly Private

Key:

- Pot
- Access Cabinet
- Chamber
- Drop Cabinet
- - - Trench Line Outside
- Trench Line Inside
- Area of Ownership

Title Number:
EX861444

Address:
Land at High Road, Epping

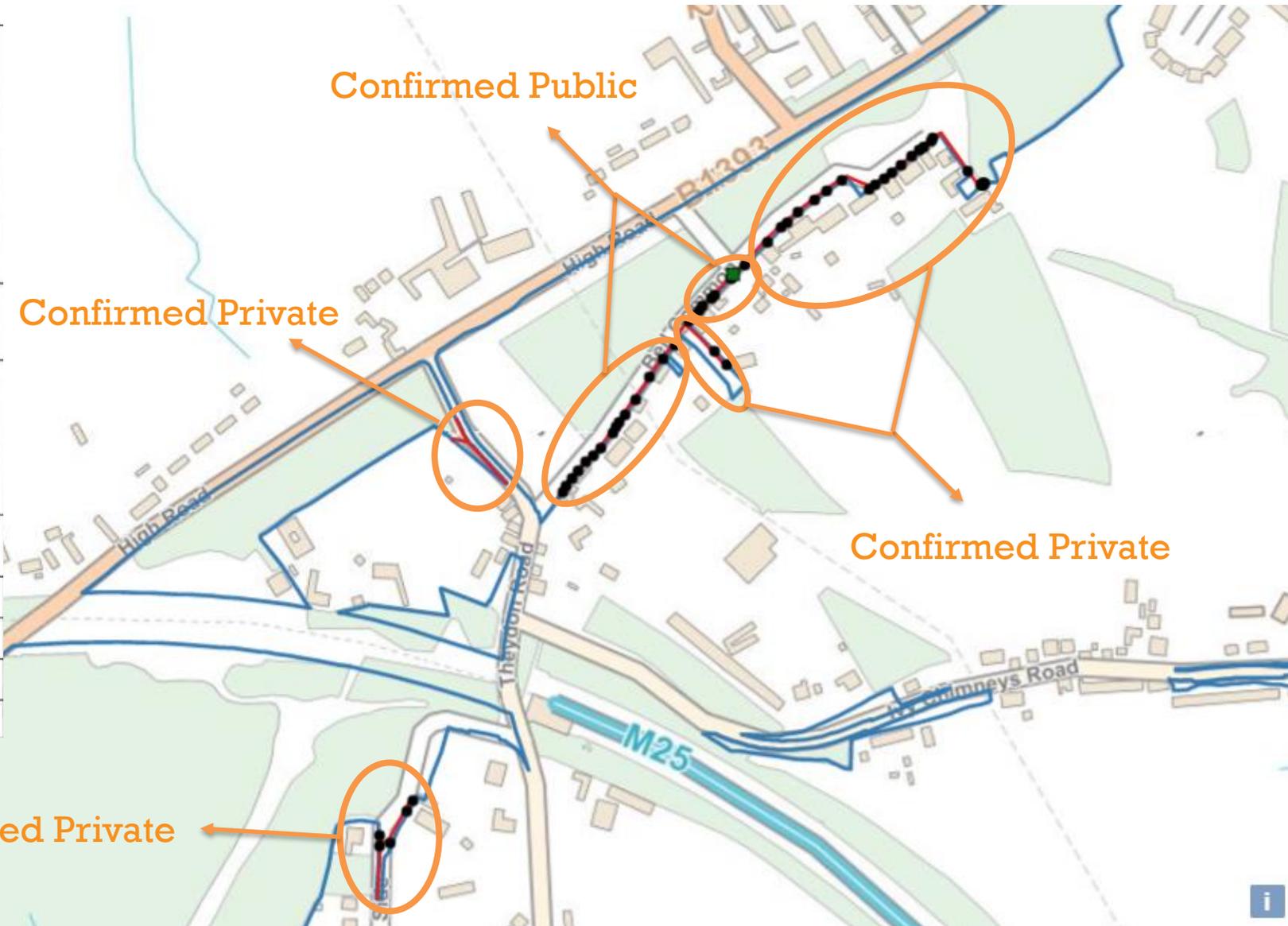
Cabinet Area(s):
E-HGHBEH

Design Version(s): 6.1.0

GWA Number: 45649

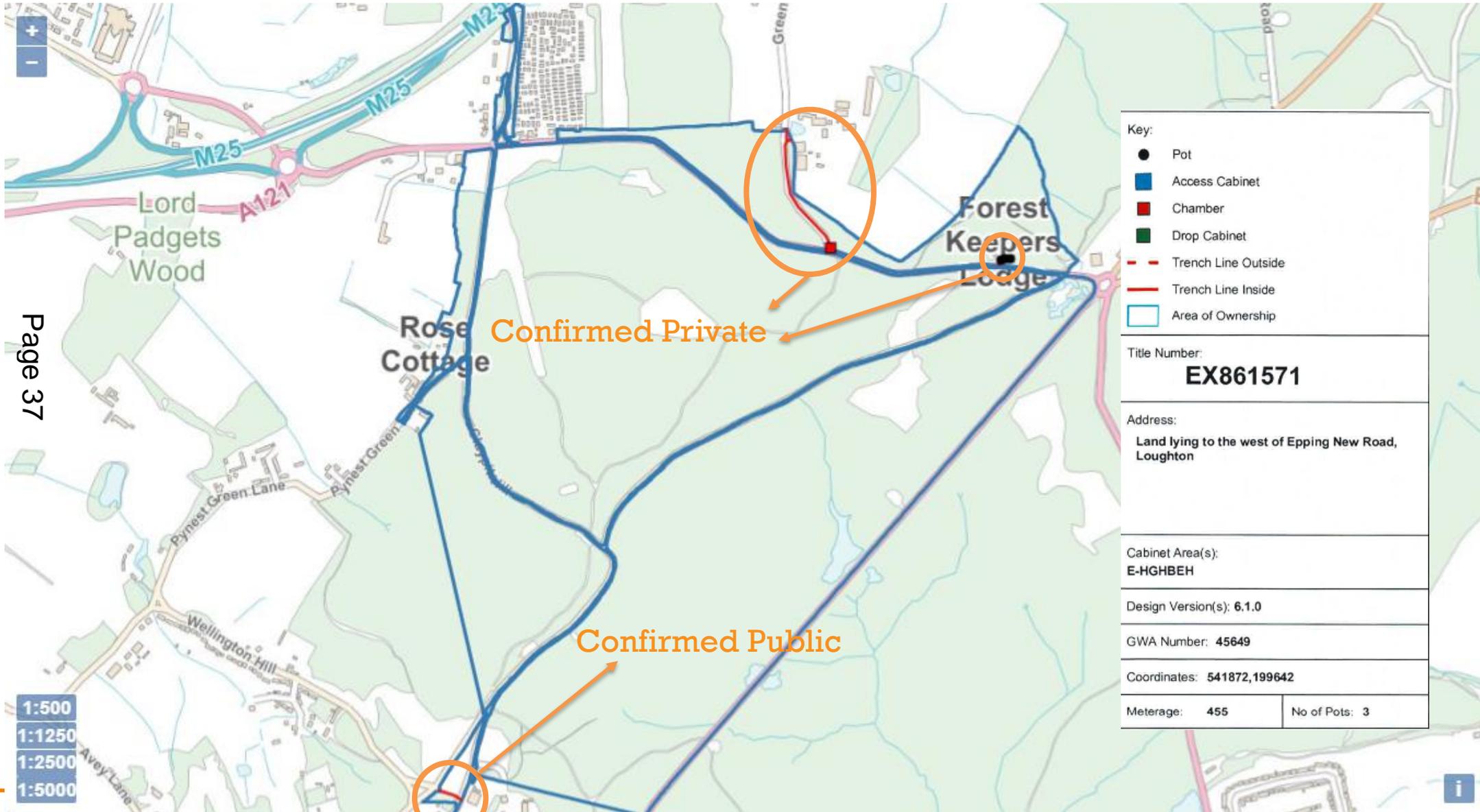
Coordinates: 544906,200869

Meterage: 822	No of Pots: 58
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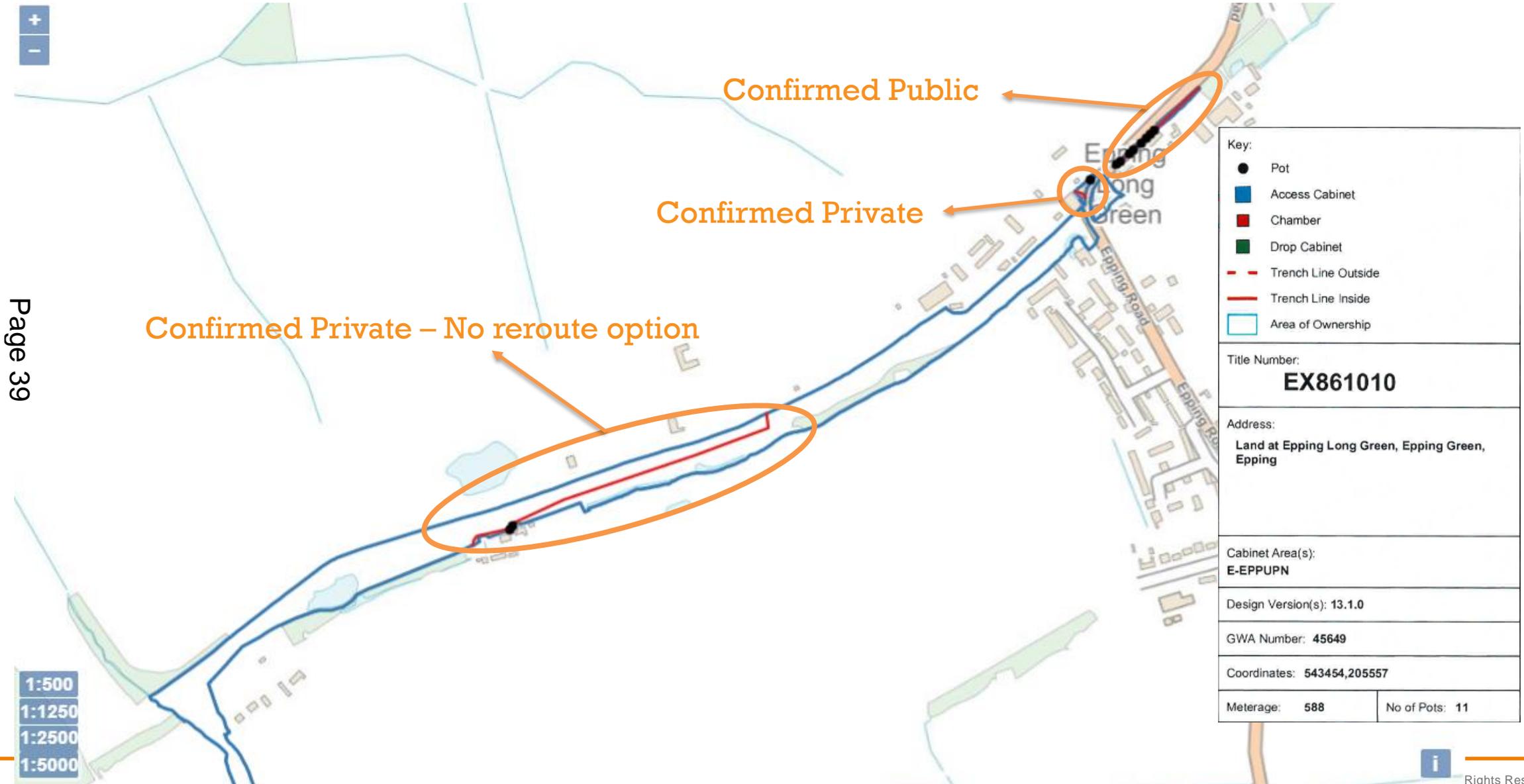
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Partly Private



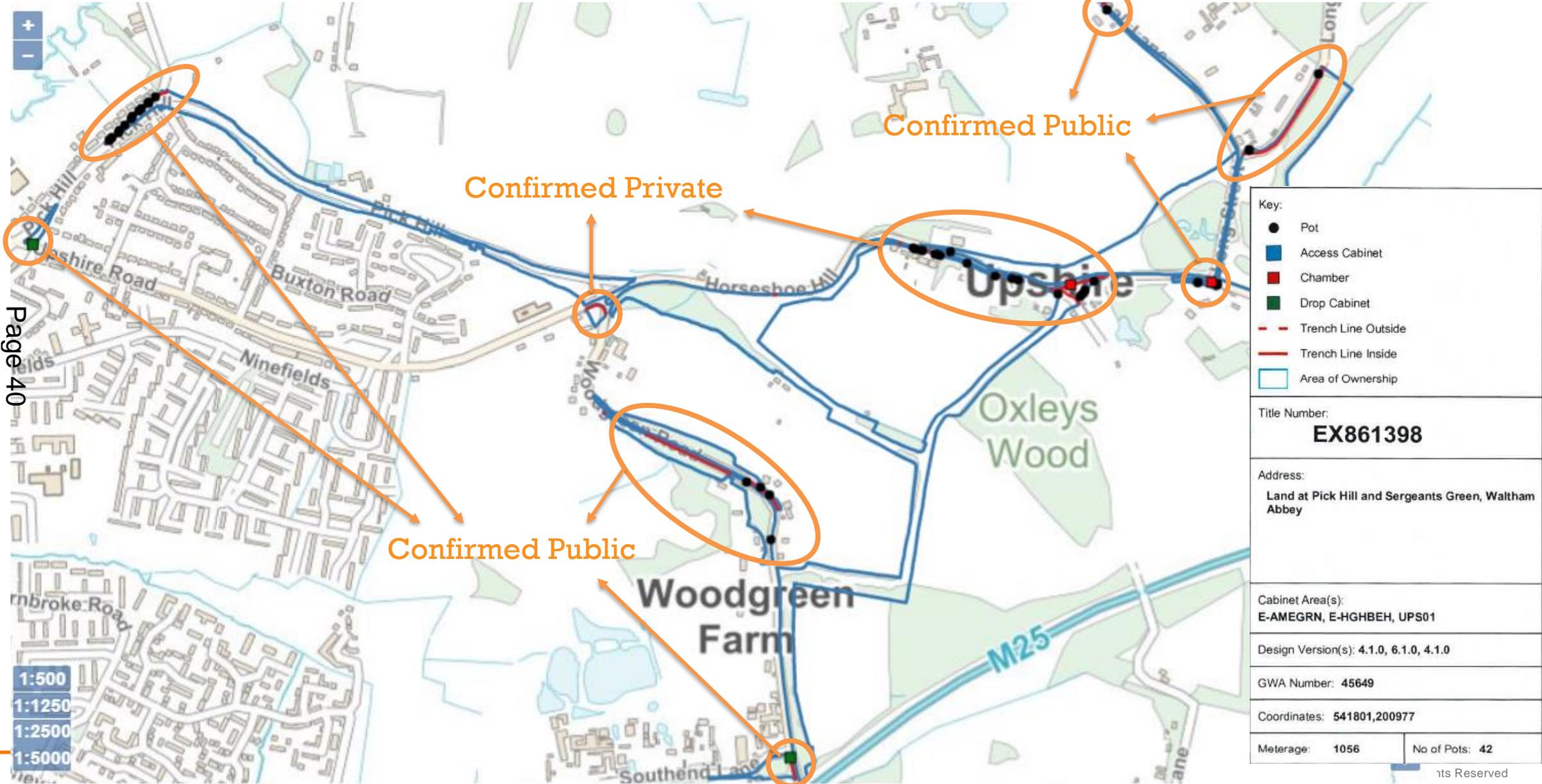
EX861010 – GWA45649

Partly Private



EX861398 – GWA45649

Partly Private

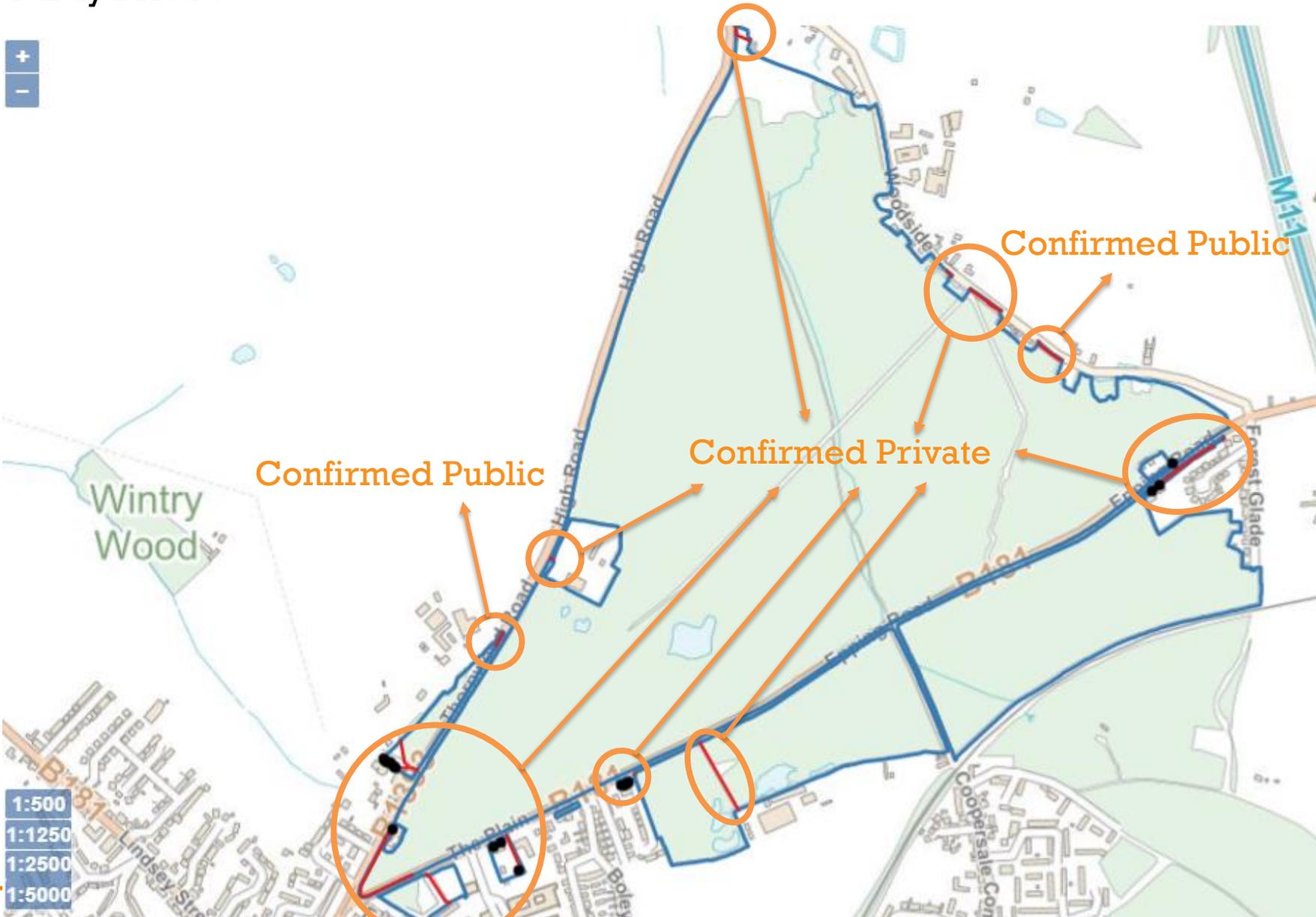


EX861299 - GWA20168

Partly Private



Page 41



Key:

●	Pot
■	Access Cabinet
■	Chamber
■	Drop Cabinet
- - -	Trench Line Outside
—	Trench Line Inside
□	Area of Ownership

Title Number:
EX861299

Address:
Land lying to the south-west of Woodside,
Thornwood, Epping

Cabinet Area(s):
E-CPSE, HAS01, HAS02, E-THRNW

Design Version(s): 2.1.0, 14.1.0, 8.1.0, 2.1.0

GWA Number: 20168

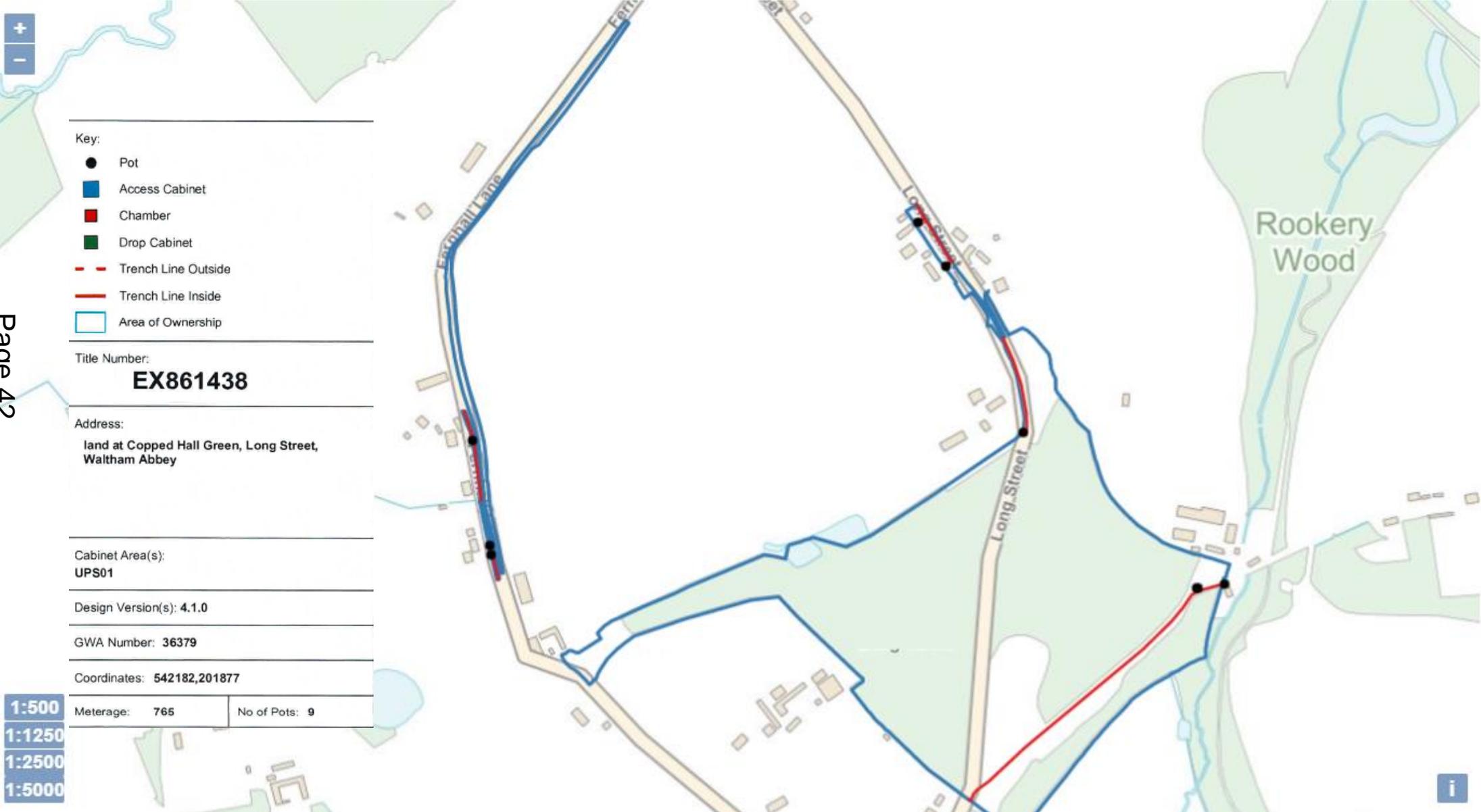
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Meterage: 1107	No of Pots: 18
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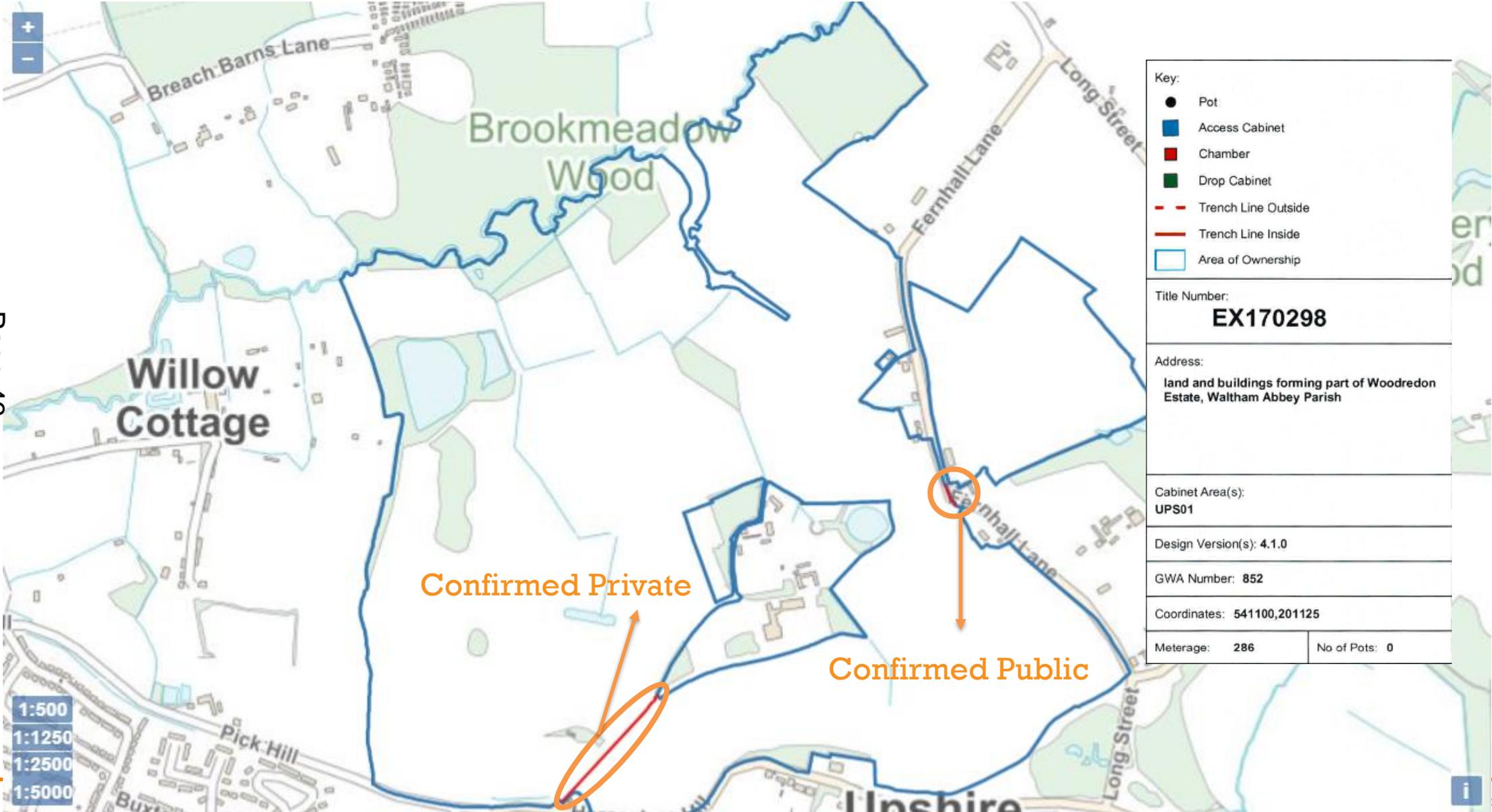
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EX170298 – GWA852

Partly Private

Page 43



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EX58985 – GWA852

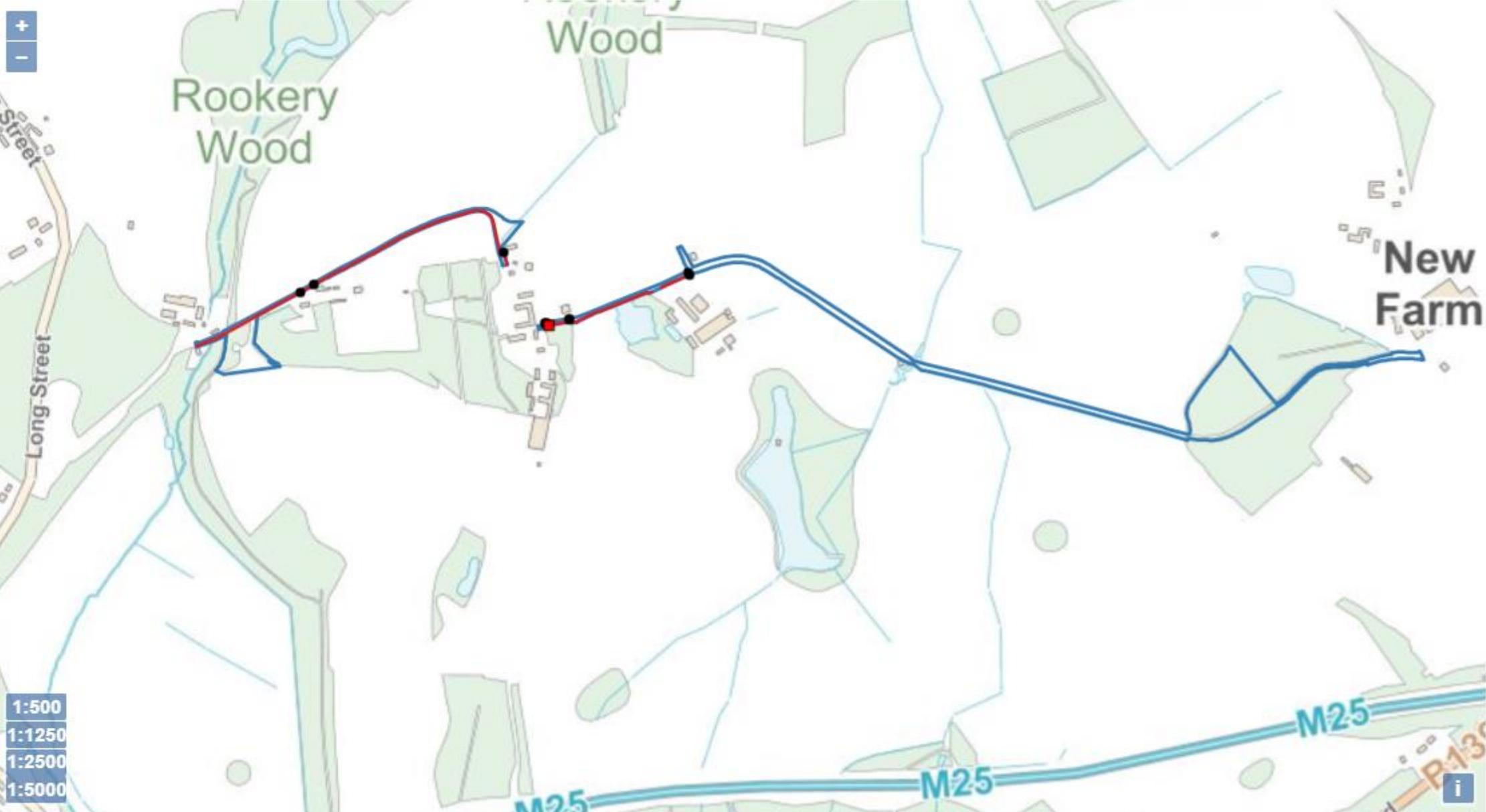
Confirmed Private

Page 44



EX831002 – GWA852

Confirmed Private



EX861352 – GWA77894

Confirmed Private



Committee(s): Epping Forest and Commons – For decision	Date(s): 20/05/2020
Subject: Authorisation of Officers to issue Fixed Penalty notices for byelaw offences under the Epping Forest Act (SEF15/20)	Public
Report of: Director of Open Spaces	For Decision
Report author: Martin Newnham, Head Forest Keeper, Epping Forest	

Summary

The City of London Corporation (Open Spaces) Act 2018 (“the Open Spaces Act 2018) sought to modernise the management of certain offences by providing a power for authorised officers to offer a Fixed Penalty Notice as an administrative alternative to prosecution before the magistrates' court, known as an Out of Court Disposal.

This report seeks delegated authority for the Director and Superintendent of Epping Forest to authorise officers to issue Fixed Penalty Notices and require names and addresses pursuant to the Open Spaces Act 2018 (OSA).

The report also seeks authority to set the amount of the fixed penalty pursuant to the Open Spaces Act 2018 for an offence of the Epping Forest Act byelaw at £80.00, with a reduction to £50.00 if the penalty is paid within 10 days.

Recommendation(s)

Members are asked to:

- Delegate authority to the Director of Open Spaces and the Superintendent of Epping Forest to authorise officers for the purpose of issuing Fixed Penalty Notices and requiring names and addresses pursuant to the City of London Corporation (Open Spaces) Act 2018.
- Set the amount of the fixed penalty for offences in Epping Forest in respect of which a Fixed Penalty Notice may be issued under the City of London Corporation (Open Spaces) Act 2018 at a fixed penalty of £80.00 with a reduction to £50.00 if paid within 10 days.

Main Report

Background

1. Fixed Penalty Notices may be issued as an alternative to prosecution in the Magistrates Court in respect of a range of offences. Unlike conditional cautions, an admission of guilt is not a prerequisite to issuing an FPN.
2. The City of London Corporation (Open Spaces) Act 2018 provides the opportunity for Fixed Penalty Notices to be introduced for a range of offences namely breaches of Epping Forest Byelaws, carrying out commercial activity without a license contrary to the Open Spaces 2018 Act, contravention of horse-riding restrictions contrary to S.9(5) of the City of London (Various Powers) Act 1971, contravention of access restrictions to Epping Forest contrary to S.7(6) of the City of London (Various Powers) Act 1977, and littering contrary to the Environmental Protection Act 1990). The Open Spaces Act 2018 also enables authorised officers to require names and addresses to enable FPN's (or summonses) to be issued.
3. The delegation of powers to authorise officers in relation to the issue of FPN's has not yet been granted by your Committee. It is noted that The Commons received your Committee's authority to utilise FPNs in the enforcement of Public Spaces Protection Orders in September 2017.

Enforcement Protocol

4. The enforcement of breaches will take place as an Out of Court Disposal (OCD) pursuant to the City of London Corporation (Open Spaces) Act 2018. This approach reflects guidance from the Courts Service where only more serious matters are brought to Court with minor offences being dealt with by OCD through FPN's.

Appeals

5. The Head Forest Keeper will institute an appeal Process for FPNs within the existing Epping Forest charging panel arrangements.

Fixed Penalty Notices

6. The fixed penalty charges reflect the charging levels set for London Borough FPN's and the Epping Forest District Council FPN regime. The Epping Forest FPN's will be set at a comparative £80.00, with a reduction to £50.00 if paid within 10 days.

Corporate & Strategic Implications

7. This proposal is in line with the City of London's Corporate Plan 2018-23 and supports the aim of 'Contributing to a flourishing society' by pursuing the priority of ensuring 'People are safe and feel safe', and the aim of 'Shaping Outstanding

Environments' through the twin priorities of 'We have clear air, land and water and a thriving sustainable natural environment' and 'Our spaces are secure resilient and well maintained'.

Implications

8. **Legal:** A Fixed Penalty Notice, or a conditional offer of fixed penalty is an administrative alternative to prosecution before the magistrates' court. Section 11 of the City of London Corporation (Open Spaces) Act 2018 provides powers for the use of Fixed penalty notices in relation to the following offences:

(1) An authorised officer may issue a fixed penalty notice to any person who the officer has reason to believe has committed an offence in an open space under

(a) a byelaw having effect in relation to the open space.

(b) section 10(4) of the City of London Corporation (Open Spaces) Act 2018.

(c) section 9(5) of the City of London (Various Powers) Act 1971 (contravention of horse-riding restrictions in Epping Forest).

(d) section 7(6) of the City of London (Various Powers) Act 1977 (contravention of access restrictions in Epping Forest); or

(e) section 87 of the Environmental Protection Act 1990 (littering).

9. There needs to be a traceable line of delegation down from the Court of Common Council under the scheme of delegation the Director (and the Superintendent) have the following related delegations in relation to the Epping Forest Act:

13. To take any action to protect or preserve the Forest, and to report to the Epping Forest & Commons Committee, as appropriate.

14. To authorise individual officers to enforce the Byelaws relating to the Forest, subject to any decision to institute legal proceedings for any offence being made in consultation with the Comptroller & City Solicitor, if appropriate, and to the result of any such prosecution being reported to the Epping Forest & Commons Committee.

10. Further delegation is sought to authorise individual officers to issue FPNs and require names and addresses, to bring the administration of breaches of the Epping Forest byelaws and other offences into line with arrangements across other similar authorities:

8. To authorise individual officers to issue Fixed Penalty Notices and require names and addresses .

11. In order to issue an FPN, the amount of the fixed penalty must formally have been specified by the Corporation under section 11(7) of the 2018 Act. The amount of the FPN should not exceed £100.00. As specified in The City of London Corporation (Open Spaces) Act 2018.

12. **Financial:** Income from FPNs will be credited to the Epping Forest Local Risk budget for use in the management of Epping Forest.
13. **HR:** Staff at Epping Forest will undertake an FPN training course to support their already extensive experience of enforcement matters, ensure that FPN's are issued appropriately and that the non-statutory appeal arrangements are properly administered.
14. **Charity:** Epping Forest is a registered charity (number 232990). Charity Law obliges Members to ensure that the decisions they take in relation to the Charity must be taken in the best interests of the Charity.

Public Relations implications

15. The opportunity to quickly discharge offences under the FPN process may be welcomed by many offenders who wish to avoid involvement with a Magistrates Court hearing.

Conclusion

16. The delegated authority to the Director and Superintendent of Epping Forest will allow authorised officers to require names and addresses and issue Fixed Penalty Notices offering an Out of Court disposal for certain breaches including of Epping Forest byelaws, and will bring Epping Forest into line with the discharge of similar processes in other authorities. This formal delegation of powers means that valuable court time is not wasted, and effective, timely resolutions can be sought for relevant breaches.

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Committee: Epping Forest and Commons Committee	Date: 20 th May 2020
Subject: Report of Action Taken Between Meetings	Public
Report of: Town Clerk	For Information
Report author: Richard Holt, Town Clerk's Department	

Summary

This report advises Members of action taken by the Town Clerk since the last meeting of the Epping Forest and Commons Committee, in consultation with the Chairman and Deputy Chairman in accordance with Standing Order Nos. 41(a).

Recommendation:

- That Members note the report.

Main Report

EPPING FOREST AND COMMONS COMMITTEE- REQUEST FOR DECISION UNDER URGENCY – STANDING ORDER 41(A)

SUBJECT: Temporary Closure of Public Car Parks across Epping Forest due to COVID-19 Pandemic

BACKGROUND: In the context of the ongoing COVID-19 pandemic, the City Corporation had kept public car parking under review on a daily basis through the Bronze, Silver and Gold structures that are in place during the Pandemic. The focus has been to keep Open Spaces available for people to exercise in line with the Government's statements about the importance of exercise for physical and mental health. Keeping the 50+ car parks across the Forest open since 23rd March has been maintained to help spread out the distribution of local users of the Forest. However, the recent behaviour of the public has made a change in approach necessary.

A number of car parks have been made available to the NHS for critical staff to park in and through partnership working with the MET and Essex Police particular car parking hot spots have been carefully monitored and issues dealt with, encouraging the public to adhere to Government guidance on social distancing. Over the weekend of the 4th and 5th of April it became apparent that too many people were travelling to the Forest by car from distances well in excess of 6KM. A joint operation with Essex Police identified excessive numbers of people arriving by car on Sunday 5th April and by 11am it became necessary to close the car parks through direction from the Essex Police.

Since Sunday 5th April all the lockable car parks have remained closed and a temporary road closure has been applied by the Police for the Pillow Mounds car park at High Beach where locking is not possible. This report seeks approval to formalise the decision to close the car parks and defines a period of review and delegations to allow Officers and the Police to respond to any changing guidance from Government or operational issues on the ground.

A City of London communications plan focused public messages on the closure of all car parks and the importance of people following the Government guidance on social distancing, exercising locally and avoiding any unnecessary car journeys. Across London a majority of car parks associated with Country Parks and larger open spaces have been closed following the COVID-19 Government guidance.

Consideration has been given to equalities and protected characteristics groups. The impact on protected groups, such as people with disabilities, has been considered through a test of relevance attached. It is recognised that the closure of car parks will result in the closure of parking for blue badge holders who will potentially be impacted by needing to exercise more locally to their homes. The conclusion is that notwithstanding this impact, the closure of car parks is reasonable and proportionate for all members of society and addresses the health risks associated with keeping the car parks open, especially for people with underlying health conditions. These measures are essential to support the COVID-19 Government guidance on exercise, unnecessary journeys and the need to exercise locally.

Legal Considerations

Epping Forest Act 1878

The Conservators are required to keep Epping Forest open as an open space for recreation and enjoyment by the public (S.7(1)), and to preserve the natural aspect of the Forest (S.7(3))

City of London (Various Powers) Act 1977

8(2) ... the Conservators may, for the purpose of providing or improving opportunities for the enjoyment of the Forest by the public and in the interest of persons resorting to the Forest, provide such facilities, services and works as may appear to them necessary or expedient, including meals and refreshments, parking places for vehicles. shelters and lavatory accommodation.

Working with Essex Police and Epping Forest District Council, as an emergency step, the traffic authorities have put temporary Traffic Management Orders in place to prevent vehicles accessing certain sections of highway where car park closures would be difficult such as the Pillow Mounds car park at High Beach which runs alongside the road. All areas remain open to visitors on foot.

Health Protection (Coronavirus, Restrictions) Regulations 2020

Reg. 6 - No person may leave their house without reasonable excuse (which includes exercise alone or other household members)

Reg. 7 – gatherings are prohibited unless limited to 2 people or other household members

Coronavirus – DEFRA Guidance on Use of Green Space

Advises the following:

- stay local and use open spaces near to your home where possible – do not travel unnecessarily
- you should only go outside alone or with members of your own household
- keep at least 2 metres apart from anyone outside your household at all times
- gatherings of more than two in parks or other public spaces have been banned and the police will enforce this

EVALUATION

It is not considered that the closure of the car parks involves any non-compliance with the Conservator's duties. There is a power (not a requirement) to provide parking. The parking areas will remain accessible on foot, as will the rest of Epping Forest. In the exceptional circumstances arising from the Coronavirus Pandemic, including during a period of good weather, extremely high numbers of visitors, including those arriving by car, have placed extreme pressure on parking spaces. High visitor numbers, encouraged by parking provision, have prejudiced the ability of visitors to maintain safe social distancing. Demand for parking spaces has also led to incursion on verges by vehicles using the car parks. Ready parking provision is considered to have encouraged travel to Epping Forest by people who are not local, contributing to visitor numbers which prejudice social distancing by visitors. It is considered that by closing the car parks longer distance travel to the car parks by non-local visitors will be discouraged and the enjoyment and safety of other visitors (observing government guidance to stay local) will be preserved.

The risks of keeping the car parks open are that recreation and enjoyment of those who can visit while observing government guidelines will be harmed by risking non-compliance with social distancing and resulting health risks for forest users. Ultimately, such practise could lead to greater restrictions on movement which could undermine enjoyment of the Forest.

Any adverse impacts of car park closure will be mitigated by a targeted program of Communications including specific details on the City of London Website and onsite signage.

RECOMMENDATION: The Town Clerk in consultation with the Chairman and Deputy Chairman is asked to approve the following recommendations:

- To agree the temporary closure of public car parks across Epping Forest to be formally reviewed weekly and immediately following any changes in Government guidance on COVID-19
- To endorse the operational decisions and partnership working with the Police and Local Authorities that has been undertaken to date
- To authorise the Director of Open Spaces and the Epping Forest Superintendent to make operational decisions that may be needed regarding

car parking through delegated authority (such power is not reflected in the current scheme of delegation)

To approve physical measures being taken to aid the closure of the following ungated car parks: Pillow Mounds, High Beach; Queens Green North, High Beach; Rushey Plain Turnaround, High Beach; Earls Path, Loughton; Earls Path Pond, Loughton; Warren Drive, Wanstead Park; Fernhall Lane; Forest Side

REASON FOR URGENCY: It has been the aim of the Committee to maintain public access to the Forest during the COVID-19 pandemic for the benefit of the mental and physical health and wellbeing of the public. It has become apparent that unnecessary and long-distance car journeys are being made. This has resulted in the need for public car park closures as a formal step to ensure Government guidance on COVID-19 is followed, including avoidance of unnecessary journeys and social distancing. There is no immediate Epping Forest and Commons Committee to consider this item, so it is being considered under the urgency procedure.

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