

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

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SCHEDULE OF DISPUTED LEASE TERMS

Key

- Black -agreed wording
- Blue – APW's proposed wording
- Red – OTUK's wording in response to the blue wording

Clause no.	OTUK's wording	APW's wording	FTT wording
GLOBAL TERMS ACROSS ALL 14 SITES			
1— VARIATION OF THE ACCESS			
Clause 1.1	Access: means the route leading to and from the Property to the public highway which is shown coloured brown on the Plan or such other route giving access to the Property as the Landlord prescribes from time to time PROVIDED THAT there continues to be a reasonable means of obtaining access which continues to be wide enough to accommodate vehicles visiting the site, with a similar surface, and, where applicable, wide enough to turn vehicles on such access	Access: means the route leading to and from the Property to the public highway which is shown coloured brown on the Plan or such other route giving access to the Property as the Landlord prescribes from time to time PROVIDED THAT (i) there continues to be a reasonable means of obtaining access (ii) the new or remaining means of access is at least as wide as is reasonably necessary to accommodate vehicles (whether passing or turning) which could have been reasonably so accommodated by the original access	Agreed position Access: means the route leading to and from the Property to the public highway which is shown coloured brown on the Plan or such other route giving access to the Property as the Landlord prescribes from time to time PROVIDED THAT (i) there continues to be a reasonable means of obtaining access (ii) the new or remaining means of access is at least as wide as is reasonably necessary to accommodate vehicles (whether passing or turning) which could have been reasonably so accommodated by the original access (iii) the physical characteristics of the ground over which the new/remaining means of access passes do not require the use of any specialist vehicles which would not have been required on the original access.

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		(iii) — the physical characteristics of the ground over which the new/remaining means of access passes do not require the use of any specialist vehicles which would not have been required on the original access.	
2 INSTALLATION			
Clause 1.1	Installation: means any electronic communications apparatus (as defined in the Electronic Communications Code) and for the avoidance of doubt the Installation shall remain the property of the Tenant and/or others using the Property for the Permitted Use	Installation: means any electronic communications apparatus (as defined in the Electronic Communications Code) and for the avoidance of doubt ownership of the Installation shall not pass to the Landlord by reason of this agreement	Installation: means any electronic communications apparatus (as defined in the Electronic Communications Code) and for the avoidance of doubt the Installation shall remain the property of the Tenant and/or others sharing the use of electronic communications apparatus
3 RENT COMMENCEMENT DATE			
Clause 1.1	Rent Commencement Date: means [date determined by the court as the date from which interim rent is payable]	Rent Commencement Date: means the date hereof	OT wording [Mr Watkin conceded at the hearing that APW was content to use the consideration determined under the new agreement as the interim rent. Under those circumstances OT wording makes it clear that the rent we have determined is payable from the date of application for interim rent. This will avoid any dispute should there be a delay in the new agreements taking effect]

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4 RENT REVIEW			
Clause 1.1	Rent Review: means every fifth anniversary of the Term Commencement Date	Rent Review: means every anniversary of the Term Commencement Date	Rent Review: means every third anniversary of the Term Commencement Date [Agreed by parties the hearing]
5 FUTURE COMPENSATION			
Landlord right to Future Compensation Clause 3.4	[No provision]	3.4.1 Neither the Landlord nor the Tenant is able to verify the full extent of the potential compensable losses that may be properly incurred and due to the Landlord until such time as the Tenant has exercised the rights granted in this Lease. 3.4.2 This clause 3.4.2 shall apply in the event that this Agreement is not imposed by an order pursuant to the Electronic Communications Code. If the Landlord sustains loss or damage or will sustain as a result of the exercise by the Tenant of a right under the Electronic Communications Code provided for by this Lease, the Landlord shall be entitled to compensation in accordance with the principles of paragraphs 25 and 84 of the Electronic Communications Code as though this Lease had been made by order under paragraph 20 of the Electronic Communications Code.	APW wording This is an unobjectionable clause expressly preserving the right of site owner to apply to the Tribunal under para's 25 and 84. OT's concern that this clause may have "broader implications" i.e. its desire to deal with compensation outside the Code when negotiating a "consensual deal outside the Code" is not persuasive.

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6 RESTRICTIONS ON USE			
Clause 3.5.3	other than in connection with the Permitted Use, not to use the Property for installation and use of EV charging points, battery storage or any alternative or sustainable energy sources	Not to use the Property, other than for the Permitted Use, save for battery storage or any alternative or sustainable energy sources incidental to the Permitted Use and for the avoidance of doubt this shall not include EV charging	APW wording The dispute between the parties relates solely to wording in respect of EV charging. OT have failed to establish business need for EV charging. Evidence of Mr Holloway (Day 2 pp 51-54) – no current plans for EV. Speculative considerations that when electric vehicles become the norm OT may wish to allow contractors visiting site to recharge vehicles. No consideration given as to whether contractors would have to pay to charge vehicles.
Restrictions on use Further site-specific drafting set out below (Chesterfield; Carshalton)			
7 SHARING			
Tenant's right to Share the Property and Rights with third parties Clause 3.6.3	The Tenant is permitted to share occupation and use of the Property and the Rights with providers of electronic communications networks for the purposes of the provision by them of their networks PROVIDED THAT nothing in any written agreement between the Tenant and an Operator pursuant to this paragraph shall be treated as an agreement by the Landlord for the purposes of paragraph 10(4) of the Electronic Communications Code	3.6.3 The Tenant is permitted to share occupation and use of the Property and the Rights with providers of electronic communications networks who are in occupation of the Property at the date of this Lease. The Tenant is permitted to share use of the Installation with other Operators for the purposes of the provision by them of their networks PROVIDED THAT nothing in any written agreement between the Tenant and an Operator pursuant to this paragraph shall be treated as an agreement by the Landlord for the purposes of paragraph	3.6.3 The Tenant is permitted to share occupation and use of the Property and the Rights with providers of electronic communications networks who are in occupation of the Property at the date of this Lease. The Tenant is permitted to share use of the Installation with providers of electronic communications networks for the purposes of the provision by them of their networks PROVIDED THAT nothing in any written agreement between the Tenant and an Operator pursuant to this paragraph shall be treated as an agreement by the

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	3.6.4 The Tenant shall provide on the Landlord's request the full names and company numbers of the parties sharing occupation and use of the Property and the Rights and the Installation provided that the Landlord shall not make such request more than once a year.	10(4) of the Electronic Communications Code 3.6.4 The Tenant shall provide on the Landlord's request the full names and company numbers of the parties sharing occupation and use of the Property and the Rights and the Installation provided that the Landlord shall not make such request more than once a year.	Landlord for the purposes of paragraph 10(4) of the Electronic Communications Code 3.6.4 The Tenant shall provide on the Landlord's request the full names and company numbers of the parties sharing occupation and use of the Property and the Rights and the Installation provided that the Landlord shall not make such request more than once a year.
8 OBJECTIONS TO PLANNING APPLICATIONS			
Tenant's obligation not to object to planning applications Clause 3.8.2	[No restriction to be included]	not to object to any planning application the Landlord (or any third party acting with the authority of the Landlord) submits in relation to the Property and/or any neighbouring land	No restriction to be included

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9 ICNIRP			
Tenant's obligation in relation to ICNIRP Clause 3.13.1	To comply with the applicable legislation and regulations imposed from time to time by relevant health and safety regulatory bodies (including the requirements of the International Commission on Non-Ionising Radiation Protection ("ICNIRP") or such other organisation replacing ICNIRP as may be agreed between the parties as applicable to the Property) relevant to the Installation and the use of electronic communications apparatus on the Property in accordance with the Permitted Use and where the Landlord owns land adjoining the Property and the Landlord has notified the Tenant that it intends to carry out works at height on that land the Tenant shall within a reasonable period of receipt of written request by the Landlord provide such information relating to ICNIRP exclusion zones relating to the Installation as is reasonable for the Landlord to meet its statutory health and safety obligations	To comply with the applicable legislation and regulations imposed from time to time by relevant health and safety regulatory bodies (including the requirements of the International Commission on Non-Ionising Radiation Protection ("ICNIRP") or such other organisation replacing ICNIRP as may be agreed between the parties as applicable to the Property) relevant to the Installation and the use of electronic communications apparatus on the Property in accordance with the Permitted Use and where the Landlord has notified the Tenant that it or a third party is proposing to work at a height and within the vicinity of the Property where it is reasonably considered by the Landlord that anyone working in that location could be encroaching into an exclusion zone as provided for by the ICNIRP Guidance dated 2020 (as updated from time to time); the Tenant shall, within a reasonable period of receipt of written request by the Landlord, provide such reasonable information as the Landlord shall request relating to ICNIRP exclusion zones relating to the Installation (as currently installed);	Agreed position 3.13.1 To comply with the applicable legislation and regulations imposed from time to time by relevant health and safety regulatory bodies (including the requirements of the International Commission on Non-Ionising Radiation Protection ("ICNIRP") or such other organisation replacing ICNIRP as may be agreed between the parties as applicable to the Property) relevant to the Installation and the use of electronic communications apparatus on the Property in accordance with the Permitted Use and where the Landlord has notified the Tenant that it or a third party is proposing to work at a height and within the vicinity of the Property where it is reasonably considered by the Landlord and/or the third party that anyone working in that location could be encroaching into an ICNIRP exclusion zone, the Tenant shall within a reasonable period of receipt of written request by the Landlord provide such information relating to ICNIRP exclusion zones as is reasonable for the Landlord and/or the third party to meet its statutory health and safety obligations

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10 JERVIS V HARRIS			
Landlord's right to remedy breach Clause 3.13.3	[No provision]	If the Tenant is in breach of its obligations under this Lease and has not taken steps to remedy any breach within a reasonable period of the Tenant becoming aware of such breach (or immediately in the case of emergency) and if the consequences of such breach are to render the Property insecure, or the perimeter fencing unsafe, or to substantially reduce the amenity of any land in the vicinity of the Property, then the Landlord may take such steps as it reasonably considers necessary to to ameliorate that insecurity, or lack of safety or, reduction of amenity	No provision
11 ACCESS CONDITIONS			
Access 3.16.1	Subject always to the Tenant's right to access the Property in accordance with Schedule 1 paragraph 1.1: 3.16.1.1 the parties shall act reasonably and in good faith to agree any reasonable and practical arrangements as are necessary to accommodate any reasonable requirement from time to time arising out of the use by the [Third Party Property Owner and/or Superior Landlord and/or Landlord] of of their respective adjoining properties (if any).	Subject always to the Tenant's right to access the Property in accordance with Schedule 1 paragraph 1.1: 3.16.1.1 the parties shall act reasonably and in good faith to agree any reasonable and practical arrangements as are necessary to accommodate any reasonable requirement from timeto time taking into account the Superior Landlord's requirements 3.16.1.2 when obtaining access to the Property the Tenant shall: (i) where applicable, re-lock any gates opened by the Tenant and	OT wording [the reference to "arising out of use" is appropriate as APW is in effect an "absentee landlord"]

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	3.16.1.2 when obtaining access to the Property the Tenant shall: (i) where applicable, re-lock any gates opened by the Tenant and their agents, employees and contractors and sharers in taking such access immediately after opening such gate; (ii) keep safe and secure any keys or key codes supplied to the Tenant by [the Superior Landlord or] the Landlord for the purpose of taking such access; and [(iii) comply with the reasonable security and/or reasonable estate management regulations from time to time issued [by the Third Party Property Owner and/or Superior Landlord and/or Landlord] in respect of their respective properties (if any) and no charges shall be payable (iv) comply with such arrangements as agreed pursuant to clause 3.16.1.1	their agents, employees, and contractors and sharers in taking such access immediately after opening such gate; (ii) keep safe and secure any keys or key codes supplied to the Tenant by [the Superior Landlord or] the Landlord for the purpose of taking such access; and [(iii) comply with the reasonable security regulations from time to time issued by the Landlord and/or Superior Landlord in respect of access to the Landlord's Property and/or Superior Landlord's Property Tenant and no charges shall be payable (iv) comply with such arrangements as agreed pursuant to clause 3.16.1.1	
Access conditions Further site-specific drafting set out below (Carshalton, Cambourne)			

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12 WAYLEAVES (CLAUSE 4.2.1)			
Landlord's obligation to enter into wayleaves Clause 4.2.1	4.2.1 If the Tenant requires, the Landlord will (upon payment of the Landlord's reasonable and proper professional costs by the Tenant) grant such wayleaves [and/or use reasonable endeavours to procure that the Superior Landlord complies with its covenant under the Superior Lease (if applicable) to grant such wayleaves]] to any statutory undertaker and/or public electricity supply authority for the installation of Conduits [on over or under the Landlord's Adjoining Property and/or the Superior Landlord's Property], as may be necessary to enable the operation of the Installation for the Permitted Use and/or to enjoy the Rights, subject to and in accordance with clause 4.2.2 below	4.2.1 If the Tenant requires, the Landlord will (upon payment of the Landlord's reasonable and proper professional costs by the Tenant) grant such wayleaves [and/or use reasonable endeavours to procure that the Superior Landlord complies with its covenant under the Superior Lease (if applicable) to grant such wayleaves]] to any statutory undertaker and/or public electricity supply authority for the installation of Conduits under such parts of the Property shown edged blue on the Plan, as may be necessary to enable the operation of the Installation for the Permitted Use and/or to enjoy the Rights, subject to and in accordance with clause 4.2.2 below	OT wording [APW position misconceived. Wayleaves granted to statutory undertaker will be across adjoining land and not just limited to area edged blue. Statutory undertaker will need to run lines from existing positions across adjoining land]
13 WAYLEAVES (CLAUSE 4.2.2)			
Landlord's obligation to enter into wayleaves Clause 4.2.2	4.2.2 Any wayleave agreements required to be entered into by the Landlord shall be in a form provided by the relevant statutory undertaking authority or public service provider and approved by the Landlord, which cannot be unreasonably withheld or delayed PROVIDED THAT (i) the Landlord may request reasonable amendments to the form of any agreement it is required to enter into, (ii) the routes of any cabling shall be approved by the Landlord (not to be	4.2.2 Any wayleave agreements required to be entered into by the Landlord shall be in a reasonable form provided by the relevant statutory undertaking authority or public service provider and approved by the by the Landlord, which cannot be unreasonably withheld or delayed PROVIDED THAT (i) the Landlord may require reasonable amendments to the form of any agreement it is required to enter into, including a provision for the relevant third party to lift and shift any	OT wording [The word reasonable adds nothing to landlord's approval not to be unreasonably withheld. The terms of any Wayleave will be in the form provided by statutory undertaker which would not normally include lift and shift provision. APW may request "reasonable amendments"]

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	unreasonably withheld or delayed) and (iii) the Landlord shall use reasonable endeavours to enter into any such wayleave agreement within a reasonable time frame; and	such Conduits (at their own cost) on notice (ii) the routes of any cabling shall be approved by the Landlord (not to be unreasonably withheld or delayed) and (iii) the Landlord shall use reasonable endeavours to enter into any such wayleave agreement within a reasonable time frame; and	
14 — WAYLEAVES (CLAUSE 4.2.3)			
Landlord's obligation to enter into wayleaves Clause 4.2.3	4.2.3 the Landlord shall not demand any payment in return for the granting of the wayleave agreement	4.2.3 Subject to clause 4.2.1 and 4.2.2 above , the Landlord shall not demand any payment in return for the granting of the wayleave agreement	Agreed position 4.2.3 Subject to clause 4.2.1 and 4.2.2 above, the Landlord shall not demand any payment in return for the granting of the wayleave agreement
15 LIFT AND SHIFT OF CONDUITS (CLAUSE 5.1)			
Clause 5.1	5.1 Where there is a reasonable requirement to do so in accordance with the provisions of clause 5, the Tenant will : 5.1.1 alter or relocate any Conduits of the Tenant and/or any generator installed pursuant to the Rights on adjoining land owned by the Landlord ; and; 5.1.2 use reasonable endeavours to procure (to the extent that the Tenant is able to do so) that the relevant statutory undertaker	5.1 The Tenant will alter or relocate any Conduits of the Tenant and/or any generator installed pursuant to the Rights and the Tenant will use reasonable endeavours to procure that any statutory undertaker and/or public electricity supply authority and/or public electronic communications operator will alter or relocate any of their Conduits in accordance with the provisions of clause 5 provided that:	OT wording [For the avoidance Mr Watkin confirmed that t the first 3 lines of OT wording have been agreed by APW]

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Clause no.	OTUK's wording	APW's wording	FTT wording
	and/or public electricity supply authority and/or public electronic communications operator will alter or relocate their Conduits on adjoining land owned by the Landlord provided that: 5.2 the Landlord must serve not less than [three] months' prior written notice on the Tenant that it requires the Conduits and/or any generator to be altered or relocated pursuant to this clause 5 (the "Alteration Notice"); 5.3 following service of the Alteration Notice, the Landlord must seek to consult with the Tenant and the relevant statutory undertaker and/or public electricity supply authority and/or public electronic communications operator (as the case may be) and the Tenant shall use reasonable endeavours to assist the relevant parties to find an alternative location for the Conduits and/or any generator which is reasonably satisfactory to the Tenant and the relevant statutory undertaker and/or public electricity supply authority and/or public electronic communications operator and the parties to this Lease, taking into account the relevant statutory undertaker and/or	5.1.1 the Landlord must serve not less than [three] months' prior written notice on the Tenant that it requires the Conduits and/or any generator to be altered or relocated pursuant to this clause 5 (the "Alteration Notice"); 5.1.2 following service of the Alteration Notice, the Landlord must seek to consult with the Tenant and/or the relevant statutory undertaker and/or public electricity supply authority and/or public electronic communications operator (as the case may be) and the Tenant shall use reasonable endeavours to find an alternative location for the Conduits and/or any generator which is reasonably satisfactory to the Tenant and/or the relevant statutory undertaker and/or public electricity supply authority and/or public electronic communications operator and the parties to this Lease, taking into account the relevant statutory undertaker and/or public electricity supply authority and/or public electronic communications operator and the Tenant's reasonable requirements but not hindering, preventing, impeding or increasing the cost of the works	

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	public electricity supply authority and/or public electronic communications operator and the Tenant's reasonable requirements but not hindering, preventing, impeding or increasing the cost of the works or change of use referred to in clause 5.	or change of use referred to in clause 5.	
16 LIFT AND SHIFT OF CONDUITS (CLAUSE 5.2)			
Clause 5.2	[No provision]	5.2 Any relocation works will be carried out: 5.2.1 at the sole cost of the Tenant; 5.2.2 by the Tenant in a timely manner; and 5.2.3 otherwise in accordance with the Tenant's obligations under this Lease as they apply to the relocation works.	No provision. [This clause is unnecessary. The tenant has already agreed to alter and relocate or use reasonable endeavours to procure the same at 5.1.1 and 5.1.2. If OT fails to comply with clause 5 APW will be able to enforce those terms.]
17 LIFT AND SHIFT OF CONDUITS (CLAUSE 5.3)			
Clause 5.3	5.3 In the event that the parties fail to agree a suitable alternative location or route pursuant to clause 5.1.2 prior to the expiry of the Alteration Notice, the terms of the relevant agreement shall prevail	5.3 In the event that the parties fail to agree a suitable alternative location or route pursuant to clause 5.1.2 prior to the expiry of the Alteration Notice, Landlord or the Tenant may refer this matter for determination in accordance with clause 5.5.	APW wording [The Tribunal commends to the parties the use of the arbitration of disputes provision at clause 5.5 of the draft lease]

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
18 LIFT AND SHIFT OF CONDUITS (CLAUSE 5.4)			
Clause 5.4	5.4 In the event that the parties to the wayleave agreement agree a suitable alternative location or route pursuant to clause 5.1.2, this Lease will continue to apply to the Conduits and/or any generator in their altered location;	5.4 In the event that the parties agree a suitable alternative location or route pursuant to clause 5.1.2, the following provisions will apply: 5.4.1 this Lease will continue to apply to the Conduits and/or any generator in their altered location; and 5.4.2 if the relevant undertaking authority has not provided a clear record of the alternative location, then the Landlord, the Tenant will each sign a memorandum which will include details of the relocation works and will each send the signed memorandum to the other party within one month of the date of alteration of the Conduits and/or any generator.	Agreed position 5.4 In the event that the parties to the wayleave agreement agree a suitable alternative location or route pursuant to clause 5.1.2, this Lease will continue to apply to the Conduits and/or any generator in their altered location;
Lift and Shift of Conduits Further site-specific drafting set out below (Carshalton)			
Lift and Shift of Installation and/or Property Further site-specific drafting set out below (Lubbards Lodge)			
19 LANDLORD BREAK			
Clause 6.6	Landlord Break Date: any date falling after the fifth anniversary of the Term Commencement Date as specified in a	The Landlord may terminate this Lease: 6.6.1 At any time on or after the [eighteen month/third year/fifth year] anniversary of	OT wording [Landlord redevelopment break after 5 years]

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	notice given by the Landlord under Clause 6.6 6.6 The Landlord may terminate this Lease on any Landlord Break Date PROVIDED THAT the Landlord has given to the Tenant not less than 18 months' previous written notice where the Landlord intends to redevelop all or part of: 6.6.1. the Property; 6.6.2. the Landlord's Adjoining Property (if any); 6.6.3. any neighbouring land acquired during the Term by the Landlord; or 6.6.4. [any land under the ownership or control of the Superior Landlord.]	the date of this agreement on not less than 6 month's prior written notice; or 6.6.2 At any time on or after the [eighteen month/third year/fifth year] anniversary of the date of this agreement on not less than 6 months' prior written notice where: 6.6.2.1 the Landlord desires to redevelop all or part of the Property or any neighbouring land; or 6.6.2.2 the test under paragraph 21 of the Electronic Communications Code for the imposition of the agreement on the Landlord is no longer met; or 6.6.3 At any time on or after the [eighteen month/third year/fifth year] anniversary of the date of this agreement on not less than 6 months' prior written notice where there is a material change in circumstances where the Landlord reasonably believes there would be a material change in the consideration payable for the Property; 6.7 On the expiry of a notice given by the Landlord under clause 6.6: 6.7.1 the Lease shall absolutely determine but without prejudice to any right of action or remedy of the Landlord or the Tenant for any antecedent breach of covenant by the other; and 6.7.2 the Landlord shall within 28 days of the Tenant providing vacant possession of	

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		the Property following the Landlord's Break Date repay to the Tenant the proportion of the Rent paid by the Tenant for the period from the date of termination to the next date for payment of the Rent	
20 — TENANT'S RIGHT TO ADD TO THE INSTALLATION			
Tenant's right to add to the installation Schedule 1 Pt 1 para 1.3	The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade add to and remove the Installation and to remove all or any part of the Installation at any time	The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade and remove the Installation and to remove all or any part of the Installation at any time	Agreed position Schedule 1 Part 1 1.3 The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade add to and remove the Installation and to remove all or any part of the Installation at any time
Tenant's right to add to the installation Further site-specific drafting set out below (Hexton; Blackwell Grange; Ayot Green; Cambourne; Carshalton)			

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Clause no.	OTUK's wording	APW's wording	FTT wording
21—RELOCATION OF THE GENERATOR			
Tenant's obligation to relocate the generator on the Property Schedule 1 Pt 1 para 1.4	In the event the electrical supply to the Installation fails the right to place a generator on the Property PROVIDED THAT 1.4.1 any fuel shall be safely and securely stored in accordance with all relevant statutes (including but not limited to fire safety requirements); 1.4.2 the Tenant shall store any fuel in accordance with the Landlord's requirements as to the location and health and safety and security; 1.4.3 the Tenant shall keep the generator is good and safe repair and condition; 1.4.4. the Tenant shall remove the generator as soon as reasonably practicable and shall use reasonable endeavours to reduce any noise and disruption caused when installing and operating the generator 1.4.5 Not used	In the event the electrical supply to the Installation fails the right to place a generator on the Property PROVIDED THAT 1.4.1 any fuel shall be safely and securely stored in accordance with all relevant statutes (including but not limited to fire safety requirements); 1.4.2 the Tenant shall store any fuel in accordance with the Landlord's requirements as to the location and health and safety and security; 1.4.3 the Tenant shall keep the generator is good and safe repair and condition; 1.4.4 the Tenant shall remove the generator as soon as reasonably practicable and shall use reasonable endeavours to reduce any noise and disruption caused when installing and operating the generator; 1.4.5 if reasonably required by the Landlord on not less than 3 months prior notice the Operator shall (at their own cost) relocate the location of the generator to an alternative location within the Property as designated from time to time by the Landlord	Schedule 1 Part 1 1.4 In the event the electrical supply to the Installation fails the right to place a generator on the Property PROVIDED THAT 1.4.1 any fuel shall be safely and securely stored in accordance with all relevant statutes (including but not limited to fire safety requirements); 1.4.2 the Tenant shall store any fuel in accordance with the Landlord's requirements as to the location and health and safety and security; 1.4.3 the Tenant shall keep the generator is good and safe repair and condition; 1.4.4. the Tenant shall remove the generator as soon as reasonably practicable and shall use reasonable endeavours to reduce any noise and disruption caused when installing and operating the generator
22 RIGHT TO LAY CONDUITS			

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
Tenant's right to lay conduits Schedule 1 Pt 1 para 1.5	The right to lay in and upon the [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts shown edged blue on the Plan and in such locations and by such means and on such terms as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed) and in accordance with clause 4.2 such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same. [Please read in conjunction with the Addendum for site specifics.]	The right to lay in and upon the land shown edged blue on the Plan together with the right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.
23 TREE LOPPING			
Tenant's rights to lop trees Schedule 1 Pt 1 para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] if they interfere in any way with the effective	[Please read in conjunction with the Addendum this is a site specific amendment.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way

OTUK V APW (Multiple References) Schedule of Disputed Terms

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Clause no.	OTUK's wording	APW's wording	FTT wording
	operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).		with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed). No provision for Ewefields
24 LANDLORD'S RIGHT TO ENTER THE PROPERTY			
Landlord's right to enter the Property Schedule 1 Pt 2 para 1a	The following rights are excepted and reserved to the Landlord and to all others authorised from time to time by the Landlord: a. the right if reasonably required on giving reasonable notice to the Tenant to enter the Property at reasonable times in the company of the Tenant's authorised representative at no charge to the Landlord: i. for the purposes of good estate management; ii. for the purposes inspecting, cleaning, repairing, maintaining, renewing, adding to, removing, replacing, diverting, re-routing, altering or make connections to any existing Conduits except for the Installation and any Conduits serving the Installation; iii. for any other purpose mentioned in or connected with:	The following rights are excepted and reserved to the Landlord and to all others authorised from time to time by the Landlord: a. the right if reasonably required on giving reasonable notice to the Tenant to enter the Property at reasonable times in the company of the Tenant's authorised representative at no charge to the Landlord: i. for the purposes of good estate management; ii. for the purposes inspecting, cleaning, repairing, maintaining, renewing, adding to, removing, replacing, diverting, re-routing, altering or make connections to any Conduits or installing any new Conduits except for the Installation and any Conduits serving the Installation; iii. for the purposes of making connections to any Conduits	OT wording Any installation or connection to conduits will be made by statutory undertakers and not by either OT or APW. OT wording at 1a ii allows for connection to existing conduits. APW's 1a iii is to be deleted as it is inconsistent with the agreed provision at 1a ii which excludes the Installation and any conduits serving the installation. The reference to "any development or use of any neighbouring property" in APW's 1a iv is too wide. The right to enter for good estate management under 1a i and the purposes at OT's 1a iii are sufficient

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Clause no.	OTUK's wording	APW's wording	FTT wording
	1. this Lease; and 2. the Reservations; and 3. complying with any law b. and the right to carry out the works and activities referred to in paragraph a. accordingly PROVIDED THAT the exercise of the reservations contained in this Part 2 paragraph a of Schedule 1 do not interfere with or obstruct the line of sight of the Installation and do not materially affect the Installation, the use and enjoyment of the Property, or materially interfere with or materially impede the Permitted Use or the exercise of the Rights	forming part of the Installation or serving the Installation; iv. for the purposes of any development or use of any neighbouring property; i. for any other purpose mentioned in or connected with: ii. this Lease; and iii. the Reservations; and iv. complying with any law b. and the right to carry out the works and activities referred to in paragraph a. accordingly. PROVIDED THAT the exercise of the reservations contained in this Part 2 paragraph a of Schedule 1 do not interfere with or obstruct the line of sight of the Installation and do not materially affect the Installation, the use and enjoyment of the Property, or materially interfere with or materially impede the Permitted Use or the exercise of the Rights	
25 LANDLORD'S RIGHT TO USE CONDUITS			
Landlord's right to use Conduits Schedule 1 Pt 2 para 1b	the right to the free and uninterrupted passage and running of substances, energy and information through any existing Conduits except for the	where reasonably required by the Landlord, the right to the free and uninterrupted passage and running of substances, energy and information through any Conduits	APW wording [In practice any connection will be by statutory undertakers who will be best placed to ensure that there is no overloading and that there is continuity of supply to the ECA]

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Clause no.	OTUK's wording	APW's wording	FTT wording
	Installation or any Conduits serving the Installation		
26 LANDLORD'S RIGHT TO RE-ROUTE CONDUITS			
Landlord's right to reroute Conduits Schedule 1 Pt 2 para 1e	[No provision]	Subject to the provisions in this regard contained in the Lease, the right to re-route or replace any Conduits on the Landlord's Adjoining Property and any Right in connection with such Conduits shall then apply in relation to the Conduits as re-routed or replaced	No provision Conduits will be installed either by statutory undertakers under Wayleaves (clause 4.2) or under Right to Lay Conduits (Schedule 1 Part 1 Para. 1.5) by the Tenant. Any re-routing of Conduits will either be undertaken by statutory undertaker under Wayleaves or by Tenant under lift and shift of conduits under clause 5.
27 REQUIREMENT FOR LANDLORD TO BE ACCOMPANIED ON THE PROPERTY			
Requirement for Landlord to be accompanied on the Property Schedule 1 Pt 2 para 2	The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time, after having given reasonable written notice to the Tenant (except in the case of an emergency where as much notice as reasonably possible shall be given) and subject to them being accompanied at all times by a representative of the Tenant at no charge to the Landlord and complying with the Tenant's reasonable regulations relating to health and safety and security and as soon as reasonably practicable	The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time, after having given reasonable written notice to the Tenant (except in the case of an emergency where as much notice as reasonably possible shall be given) and subject to them being accompanied at all times by a representative of the Tenant where reasonably required at no charge to the Landlord and complying with the Tenant's reasonable regulations relating to health and safety and security and as soon as	OT wording [The sites contain valuable, sensitive and potentially dangerous electronic communications apparatus. The landlord must always be accompanied.]

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	making good all damage caused to the satisfaction of the Tenant	reasonably practicable making good all damage caused to the satisfaction of the Tenant	

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Clause no.	OTUK's wording	APW's wording	FTT wording
SITE SPECIFIC TERMS (SITE 1- EWEIFIELDS FARM (321))			
FREEHOLD			
LANDLORD'S ADJOINING PROPERTY = NO			
28 EWEIFIELDS FARM: TERM (18 MONTHS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 18 months commencing on the date of this Lease	OT wording – 10 year term
29 EWEIFIELDS FARM: ACCESS CONDITIONS			
Clause 3.5.4	[No site-specific drafting required; provisions in the template lease address these points]	not to obstruct the Access and to remove any obstruction as soon as reasonably practicable and to keep all gates serving the same shut when not in use and locked	Agreed position [Dealt with in template lease clause 3.5.4 and 3.16.1.2(i)]
30 EWEIFIELDS FARM: FENCING			
Clause 3.9.4	[No site-specific drafting required; provisions in the template lease address these points]	to maintain in good repair and condition a stock proof fence along the boundary of the Property	Agreed position [Dealt with in template lease clause 3.9.3]
31 EWEIFIELDS FARM: RIGHTS TO ACCESS THIRD PARTY PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Third Party Property other than buildings for only so long as is necessary	[Please read in conjunction with the Addendum for site specifics.]	No provision. Rights contained in Agreement for the Release and Grant of Easements dated 17 th April 2024 are sufficient (see Schedule 1 of proposed Deed of Easement at [4/91])

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Clause no.	OTUK's wording	APW's wording	FTT wording
	for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease		
32 EWEFIELDS FARM: RIGHTS TO LAY CONDUITS ON THIRD PARTY PROPERTY			
Schedule 1, Pt 1, Para 1.5	The right to lay in and upon the Third Party Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Third Party Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	[Please read in conjunction with the Addendum for site specifics.]	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon third party property.
33 EWEFIELDS FARM: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the [Third Party Property] if	[Please read in conjunction with the Addendum for site specifics.]	No provision is included for Ewefields as tree lopping rights are already contained in the Agreement for the Release and Grant of

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	they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or the Third Party Property Owner as the case may be (such approval not to be unreasonably withheld or delayed.		Easements made with Homes and Communities Agency
SITE SPECIFIC TERMS (SITE 2- Lubbards Lodge (322)) FREEHOLD LANDLORD'S ADJOINING PROPERTY = YES			
34 LUBBARDS LODGE: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term
35 LUBBARDS LODGE: THIRD PARTY RIGHTS			
Clause 1.1	All rights, covenants and restrictions affecting the Property at the date of this lease including the matters referred to in the property register and the charges register of title number(s) referred to in panel LR2.1 and LR2.2	All rights, covenants and restrictions affecting the Property including the matters referred to in the property register and the charges register of title number(s) referred to in panel LR2.1 and LR2.2	Agreed position Clause 1.1 Third Party Rights: All rights, covenants and restrictions affecting the Property at the date of this lease including the matters referred to in the property register and the charges register of title number(s) referred to in panel LR2.1 and LR2.2
36 LUBBARDS LODGE: LIFT AND SHIFT OF INSTALLATION AND/OR PROPERTY			
Clause 5	No provision to be included	Clause 5 shall be read and interpreted so that any reference to alteration or relocation of "the Conduits and/or the	No provision to be included

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Clause no.	OTUK's wording	APW's wording	FTT wording
		generator” shall also include the “the Installation and/or the Property”	
37 LUBBARDS LODGE: SWITCH-OFF			
Clause 3.18	No provision to be included	Switch Off 3.18.1 If the Landlord reasonably believes that the Installation is causing interference with the operation of other equipment the Landlord may serve written notice on the Tenant (such notice to be accompanied with any evidence of such interference) (the "Interference Notice"). 3.18.2 Following receipt of the Interference Notice the Tenant shall: 3.18.2.1 switch off the Installation or part of it if reasonably required by the Landlord to identify the cause of the interference; 3.18.2.2 provide to the Landlord all frequencies, power outputs and other technical details reasonably requested by the Landlord to identify the cause of the interference; and 3.18.2.3 use reasonable endeavours to resolve the specified interference as soon as reasonably practicable.	No provision to be included

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Clause no.	OTUK's wording	APW's wording	FTT wording
		3.18.3 If the Landlord and Tenant are unable to resolve the interference specified in the Interference Notice within a reasonable period or within 48 hours in the case of emergency: 3.18.3.1 the Tenant shall switch off the Installation (or such interfering part) and will not switch it on again until such interference has been resolved; 3.18.3.2 the Tenant or the Landlord may require the Installation or part of it to be re-designed or relocated by giving each other prior written notice and as soon as reasonably practicable following such notice, the parties will enter discussions and provide reasonable assistance to each other for the re-design and relocation of the Installation in order to resolve such interference; 3.18.4 In the event that the Landlord of those authorised by the Landlord intends to carry out any activities or works and reasonably requires the Tenant to switch off or power down the Installation in order to ensure those activities and works may be carried out safely, the Tenant shall switch off or power	

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		down the Installation for as long as is reasonably necessary provided that the Landlord gives the Tenant reasonable prior written notice (which may be immediate notice in the case of emergency). 3.18.5 If the Installation is not switched off or powered down when required under this Lease, the Tenant shall indemnify the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such breach, including but not limited to the cost of re-organising or re-arranging any inspections, surveys, repairs or works	
38 LUBBARDS LODGE: RIGHTS TO ACCESS LANDLORD'S ADJOINING PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	, the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Landlord's Adjoining Property and/or the Third Party Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Landlord's Adjoining Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out

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Clause no.	OTUK's wording	APW's wording	FTT wording
	Installation and/or the Access pursuant to the rights granted by this Lease	Installation and/or the Access pursuant to the rights granted by this Lease	any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
39 LUBBARDS LODGE: RIGHTS TO LAY CONDUITS ON ADJOINING PROPERTY			
Schedule 1, Pt 1, Para 1.5	The right to lay in and upon the Landlord's Adjoining Property and/or Third Party Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Landlord's Adjoining Property and/or Third Party Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Landlord's Adjoining Property shown edged blue on the Plan in such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in accordance with clause 4.2 such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon landlord's adjoining property and/or third party property

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
40 LUBBARDS LODGE: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Third Party Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Third Party Property Owner (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).
SITE SPECIFIC TERMS (SITE 3- Hexton (323)) LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY = YES			
41 HEXTON: INSTALLATION CAP AND MAST HEIGHT RESTRICTION			
Tenant's right to add to the Installation Clause 1.1 Schedule 1 pt1 para 1.2 Clause 3.19	No restrictions to be included	Installation Cap: means the equipment and apparatus shown in drawing number [TBC] Paragraph 1.2 of Part 1 of Schedule 1 shall be amended to include the following additional wording "Provided That the Installation shall not exceed 25 metres in height" 3.19 Height and Installation Restriction The Tenant must not make any alteration or addition to the Property which results	Telecoms Tenant: the tenant from time to time of the Telecoms Lease Telecoms Lease: lease dated *** and made between *** and *** and any future leases of the land demised by that lease 1.3 The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade add to and remove the Installation and to remove all or any

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Clause no.	OTUK's wording	APW's wording	FTT wording
		in the Installation or any part of it exceeding 25 metres in height above the ground level of the Property at the date of this Lease and the Tenant must not erect any building, structure or equipment which exceeds 25 metres in height above the ground level of the Property at the date of this Lease and the Tenant must not to erect any equipment or apparatus beyond the Installation Cap	part of the Installation at any time PROVIDED THAT any restriction on the rights granted by this paragraph in accordance with the [Superior Lease] [Telecoms Lease] shall apply to the rights until either: (i) the Tenant has obtained the consent of the [Superior Landlord] [Telecoms Tenant] to the removal or alteration of those restrictions (with a copy of the consent provided to the Landlord); or (ii) an order is imposed by a court binding the rights (or such rights as the court determines) on the [Superior Landlord] [Telecoms Tenant]
42 HEXTON: TERM (18 MONTHS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 18 months commencing on the date of this Lease	OT wording - 10 year term
43 HEXTON: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants Clause 4.7	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions,

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Clause no.	OTUK's wording	APW's wording	FTT wording
	during such period as the Superior Lease subsists.		claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists
44 HEXTON: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Landlord's Adjoining Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
45 HEXTON: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property.

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Clause no.	OTUK's wording	APW's wording	FTT wording
	Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in accordance with clause 4.2 such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
46 HEXTON: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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Clause no.	OTUK's wording	APW's wording	FTT wording
SITE SPECIFIC TERMS (SITE 4- Newchurch (324))			
FREEHOLD			
LANDLORD'S ADJOINING PROPERTY = NO			
47 NEWCHURCH: LANDLORD'S BREAK (ON OR AFTER Y5)			
Landlord's right to terminate the Lease Clause 6.6	[No provision]	The Landlord may terminate this Lease: 6.6.1 At any time on or after the fifth year anniversary of the date of this agreement on not less than 6 month's prior written notice; or 6.6.2 At any time on or after the fifth year anniversary of the date of this agreement on not less than 6 months' prior written notice where: 6.6.2.1 the Landlord desires to redevelop all or part of the Property or any neighbouring land; or 6.6.2.2 the test under paragraph 21 of the Electronic Communications Code for the imposition of the agreement on the Landlord is no longer met; or 6.6.3 At any time on or after the fifth year anniversary of the date of this agreement on not less than 6 months' prior written notice where there is a material change in circumstances where the Landlord reasonably believes there would be a material change in the consideration payable for the Property;	Landlord redevelopment break clause after 5 years – wording as for Issue 19

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		6.7 On the expiry of a notice given by the Landlord under clause 6.6: 6.7.1 the Lease shall absolutely determine but without prejudice to any right of action or remedy of the Landlord or the Tenant for any antecedent breach of covenant by the other; and 6.7.2 the Landlord shall within 28 days of the Tenant providing vacant possession of the Property following the Landlord's Break Date repay to the Tenant the proportion of the Rent paid by the Tenant for the period from the date of termination to the next date for payment of the Rent	
48 NEWCHURCH: RIGHTS TO ACCESS THIRD PARTY PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Third Party Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	[Please read in conjunction with the Addendum for site specifics.]	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease

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Clause no.	OTUK's wording	APW's wording	FTT wording
49 NEWCHURCH: RIGHTS TO LAY CONDUITS ON THIRD PARTY PROPERTY			
Schedule 1, Pt 1, Para 1.5	The right to lay in and upon the or Third Party Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Third Party Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	[Please read in conjunction with the Addendum for site specifics.]	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon third party property.
50 NEWCHURCH: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Third Party Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Third Party	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works

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	Property Owner (such approval not to be unreasonably withheld or delayed).		will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).
51 NEWCHURCH: LANDLORD'S RIGHT TO DEVELOP ADJOINING LAND			
Schedule 1 Part 2 Paragraph 3	[No provision]	The Landlord shall have full and free right to deal in any matter with any premises adjoining or adjacent to the Property	No provision.
SITE SPECIFIC TERMS (SITE 5- Higher Hawksland (325)) LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY - YES			
52 HIGHER HAWKSLAND: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term
53 HIGHER HAWKSLAND: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants Clause 4.7	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists.	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the

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Clause no.	OTUK's wording	APW's wording	FTT wording
			Superior Lease during such period as the Superior Lease subsists
54 HIGHER HAWKSLAND: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Property as shown edged blue on the plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
55 HIGHER HAWKSLAND: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in accordance with clause 4.2 such Conduits (including a separate power	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property

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	separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
56 HIGHER HAWKSLAND: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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SITE SPECIFIC TERMS (SITE 6- Ampthill (332)) LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY - YES			
57 AMPHILL: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term
58 AMPHILL: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants Clause 4.7	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists.	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists
59 AMPHILL: TENANT'S RIGHT TO PARK ON THE ACCESS			
Schedule 1 Pt 1 para 1.1	No restriction to be agreed. Right is already granted insofar as the Landlord is able to grant the same.	The words "together with the right to park vehicles thereon" shall be deleted in Paragraph 1.1 of Part 1 of Schedule 1	Draft lease wording (per Audley House)

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60 AMPHILL: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Property as shown edged blue on the plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
61 AMPHILL: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in accordance with clause 4.2 such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property

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	or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
62 AMPHILL: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the or Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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SITE SPECIFIC TERMS (SITE 7 - Sandbach (348)) FREEHOLD LANDLORD'S ADJOINING PROPERTY = YES			
63 SANDBACH: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 years
64 SANDBACH: TENANT'S RIGHT TO PARK ON THE ACCESS			
Clause 3.16 Schedule 1, Part 1, Para 1.1	No restrictions to be agreed. Right is already granted insofar as the Landlord is able to grant the same.	Clause 3.16 shall be amended to incorporate the following additional clause 3.16.[5]: "3.16.[5.] and not to park on the Access" Paragraph 1.1 of Part 1 of Schedule 1 shall be amended to remove the following words from the provision: "with the right to park vehicles thereon"	Draft lease wording (per Audley House)
65 SANDBACH: LANDLORD'S RIGHT TO RETAIN STRUCTURAL WORKS			
Schedule 1 pt 21 para 1.3 (revised para 1.2)	Paragraph 1.3 (Revised Paragraph 1.2) Schedule 1 Part 1 shall be amended to add the following words to the end of the provision: "Any structural works required to be carried out to the Property to facilitate the installation of such aerials, transceiver and switch equipment, cabling, power supply equipment and support structures including a mast or tower or any combination of such equipment"	Paragraph 1.3 (Revised Paragraph 1.2) Schedule 1 Part 1 shall be amended to add the following words to the end of the provision: "Any structural works required to be carried out to the Property to facilitate the installation shall only be carried out with reasonable prior notification and details of the works being provided to the Landlord and the Tenant shall have the benefit of such works during the term of	Paragraph 1.3 (Revised Paragraph 1.2) Schedule 1 Part 1 shall be amended to add the following words to the end of the provision: "Any structural works required to be carried out to the Property to facilitate the installation of such aerials, transceiver and switch equipment, cabling, power supply equipment and support structures including a mast or tower or any combination of such

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	necessary as is required by the Tenant for the operation of the system on termination of this Lease may at the Landlord's option either be reinstated or retained for its own benefit."	this Lease but on termination of this Lease the Landlord may at its option either reinstate or retain the works for its own benefit."	equipment necessary as is required by the Tenant for the operation of the system shall only be carried out with reasonable prior notification and details of the works being provided to the Landlord and on termination of this Lease may at the Landlord's option either be reinstated or retained for its own benefit."
66 SANDBACH: RIGHTS TO ACCESS LANDLORD'S ADJOINING PROPERTY AND THIRD PARTY PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Landlord's Adjoining Property and/or Third Party Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Landlord's Adjoining Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
67 SANDBACH: RIGHTS TO LAY CONDUITS ON LANDLORD'S ADJOINING PROPERTY AND THIRD PARTY PROPERTY			
Schedule 1, Pt 1, Para 1.5	The right to lay in and upon the Landlord's Adjoining Property and/or Third Party Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Landlord's Adjoining Property shown edged blue on the Plan	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	lay in or upon the Landlord's Adjoining Property and/or Third Party Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) such Conduits (including a separate power supply) and in accordance with clause 4.2 to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	or upon landlord's adjoining property and third party property
68 SANDBACH: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Landlord's Adjoining Property and/or the Third Party Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Third Party Property Owner as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
SITE SPECIFIC TERMS (SITE 8 – Blackwell Grange (365)) LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY = NO			
69 BLACKWELL GRANGE: INSTALLATION CAP			
Clause 1.1 Clause 3.19	No restriction to be included	Installation Cap: means the equipment and apparatus shown in drawing number [TBC] 3.19 Installation Restriction Tenant must not to erect any equipment or apparatus beyond the Installation Cap.	Telecoms Tenant: the tenant from time to time of the Telecoms Lease Telecoms Lease: lease dated *** and made between *** and *** and any future leases of the land demised by that lease 1.3 The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade add to and remove the Installation and to remove all or any part of the Installation at any time PROVIDED THAT any restriction on the rights granted by this paragraph in accordance with the [Superior Lease] [Telecoms Lease] shall apply to the rights until either: (i) the Tenant has obtained the consent of the [Superior Landlord] [Telecoms Tenant] to the removal or alteration of those restrictions (with a copy of the consent provided to the Landlord); or (ii) an order is imposed by a court binding the rights (or such rights as the court

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
			determines) on the [Superior Landlord] [Telecoms Tenant]
70 BLACKWELL GRANGE: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term
71 BLACKWELL GRANGE: INTERFERENCE / SWITCH-OFF			
Tenant's obligations in relation to interference Clause 3.20	3.20.1 If the Landlord reasonably believes that the Installation is causing interference with the operation of other equipment on the Superior Landlord's Property, the Landlord may serve written notice on the Tenant (such notice to be accompanied with any evidence of such interference) (the "Interference Notice"). 3.20.2 Following receipt of the Interference Notice the Tenant shall notify the relevant licence holders operating from the Installation and use reasonable endeavours to facilitate discussions between the relevant licence holders on both the Property and on the Superior Landlord's Property to seek to resolve the interference specified in the Interference Notice.	If the Landlord can demonstrate to the Tenant's reasonable satisfaction that the Installation is interfering with the operation of any other equipment installed (based on order of install) then the Tenant shall on request switch off the Installation immediately on notice and not switch back on the Installation until such interference is reasonably cured. The Tenant shall use reasonable endeavours to achieve or cooperate in achieving a technical resolution. If the Tenant cannot reasonably cure the interference then it may by written notice terminate the Lease on not less than 6 months written notice to the Landlord.	No provision to be included

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
72 BLACKWELL GRANGE: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants Clause 4.7	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists.	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists
73 BLACKWELL GRANGE: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Property as shown edged blue on the plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
74 BLACKWELL GRANGE: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in accordance with clause 4.2 such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property
75 BLACKWELL GRANGE: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works

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Clause no.	OTUK's wording	APW's wording	FTT wording
	(such approval not to be unreasonably withheld or delayed).		will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).
SITE SPECIFIC TERMS (SITE 9- Moreton in Marsh (642)) LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY = YES			
76 MORETON IN MARSH: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants Clause 4.7	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists.	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists
77 MORETON IN MARSH: LANDLORD'S BREAK (ON OR AFTER Y5)			
Clause 6.6	[No provision]	The Landlord may terminate this Lease: 6.6.1 At any time on or after the fifth year anniversary of the date of this agreement on not less than 6 month's prior written notice; or	Landlord redevelopment break clause after 5 years – wording as for Issue 19

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Clause no.	OTUK's wording	APW's wording	FTT wording
		6.6.2 At any time on or after fifth year anniversary of the date of this agreement on not less than 6 months' prior written notice where: 6.6.2.1 the Landlord desires to redevelop all or part of the Property or any neighbouring land; or 6.6.2.2 the test under paragraph 21 of the Electronic Communications Code for the imposition of the agreement on the Landlord is no longer met; or 6.6.3 At any time on or after the fifth year anniversary of the date of this agreement on not less than 6 months' prior written notice where there is a material change in circumstances where the Landlord reasonably believes there would be a material change in the consideration payable for the Property; 6.7 On the expiry of a notice given by the Landlord under clause 6.6: 6.7.1 the Lease shall absolutely determine but without prejudice to any right of action or remedy of the Landlord or the Tenant for any antecedent breach of covenant by the other; and 6.7.2 the Landlord shall within 28 days of the Tenant providing vacant possession of the Property following the Landlord's Break Date repay to the Tenant the proportion of the Rent paid by the Tenant for the period from the date of	

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		termination to the next date for payment of the Rent	
78 MORETON IN MARSH: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Property as shown edged blue on the plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
79 MORETON IN MARSH: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in accordance with clause 4.2 such Conduits (including a separate power	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
80 MORETON IN MARSH: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
SITE SPECIFIC TERMS (SITE 10- Ayot Green (643)) LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY = NO			
81 AYOT GREEN: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term
82 AYOT GREEN: INSTALLATION CAP AND MAST HEIGHT RESTRICTION			
Tenant's right to add to the Installation Schedule 1, Part 1, Para 1.5(b) Clause 3.19	No restrictions to be included	Paragraph 1.2 of Part 1 of Schedule 1 shall be amended to include the following additional wording "Provided That the Installation shall not exceed 25 metres in height save for any extension up to 30 metres with Landlord's consent Clause 3.19 Height and Installation Restriction The Tenant must not make any alteration or addition to the Property which results in the Installation or any part of it exceeding 25 metres in height (save for any extension up to 30 metres with Landlord's consent) above the ground level of the Property at the date of this Lease and the Tenant must not erect any building, structure or equipment which exceeds 25 metres in height (save for any extension up to 30 metres with Landlord's consent) above the ground level of the Property at the date of this Lease	Telecoms Tenant: the tenant from time to time of the Telecoms Lease Telecoms Lease: lease dated *** and made between *** and *** and any future leases of the land demised by that lease 1.3 The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade add to and remove the Installation and to remove all or any part of the Installation at any time PROVIDED THAT any restriction on the rights granted by this paragraph in accordance with the [Superior Lease] [Telecoms Lease] shall apply to the rights until either: (i) the Tenant has obtained the consent of the [Superior Landlord] [Telecoms Tenant] to the removal or alteration of those restrictions (with a copy of the consent provided to the Landlord); or

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			(ii) an order is imposed by a court binding the rights (or such rights as the court determines) on the [Superior Landlord] [Telecoms Tenant]
83 AYOT GREEN: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants Clause 4.7	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists.	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists
84 AYOT GREEN: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Property as shown edged blue on the plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for

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Clause no.	OTUK's wording	APW's wording	FTT wording
	Installation and/or the Access pursuant to the rights granted by this Lease	Installation and/or the Access pursuant to the rights granted by this Lease	the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	[Please read in conjunction with the Addendum for site specifics.]	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
85 AYOT GREEN: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property

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Clause no.	OTUK's wording	APW's wording	FTT wording
	approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	accordance with clause 4.2 such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
86 AYOT GREEN: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
SITE SPECIFIC TERMS (SITE 11- Cambourne (697)) – Carn Entral LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY = NO			
87 CAMBOURNE: INSTALLATION CAP AND MAST HEIGHT RESTRICTION			
Tenant's right to add to the Installation Clause 1.1 Schedule 1 Pt 1 para 1.3 Clause 3.20	No restrictions to be agreed	Installation Cap: means the equipment and apparatus shown in drawing number [TBC] Paragraph 1.3 of Part 1 of Schedule 1 shall be amended to add the following words to the end of the provision. "Provided that no part of the Installation shall exceed 12 metres in height above the ground level of the Property at the date of this Lease and not to erect any equipment or apparatus beyond the Installation Cap." 3.20 Height and Installation Restriction The Tenant must not make any alteration or addition to the Property which results in the Installation or any part of it exceeding 12 metres in height above the ground level of the Property at the date of this Lease and the Tenant must not erect any building, structure or equipment which exceeds 12 metres in height above the ground level of the Property at the date of this Lease and the Tenant must not to erect any equipment or apparatus beyond the Installation Cap.	Telecoms Tenant: the tenant from time to time of the Telecoms Lease Telecoms Lease: lease dated *** and made between *** and *** and any future leases of the land demised by that lease 1.3 The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade add to and remove the Installation and to remove all or any part of the Installation at any time PROVIDED THAT any restriction on the rights granted by this paragraph in accordance with the [Superior Lease] [Telecoms Lease] shall apply to the rights until either: (i) the Tenant has obtained the consent of the [Superior Landlord] [Telecoms Tenant] to the removal or alteration of those restrictions (with a copy of the consent provided to the Landlord); or (ii) an order is imposed by a court binding the rights (or such rights as the court determines) on the [Superior Landlord] [Telecoms Tenant]

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Clause no.	OTUK's wording	APW's wording	FTT wording
88 CAMBOURNE: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term
89 CAMBOURNE: INDEMNITY			
Indemnity Clause 3.11	Existing template provision in lease should be used	Clause 3.10.1 (Revised Clause 3.11.1) shall be amended as follows: “[3.11.1] Subject to clause [3.11.2] the Tenant shall indemnify the Landlord and Superior Landlord against any liability of the Landlord or Superior Landlord to a third party in respect of losses of such third party arising out of any act error or omission or negligence of the Tenant or its servants agents or contractors in the use of the Property the Installation and the exercise of the Rights (save to the extent that any act error or omission of the Landlord or Superior Landlord their respective servants agents or contractors has caused or contributed to such losses) PROVIDED THAT [3.11.1.1] the Landlord or Superior Landlord shall as soon as practicable give written notice to the Tenant of all claims or proceedings in alleging such liability being threatened brought made or lodged against the Landlord or Superior Landlord in respect of the exercise of the Rights;	Clause 3.11 in draft lease is a comprehensive and sufficient indemnity clause

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		[3.11.1.2] the Landlord or Superior Landlord shall take due regard to the reasonable representations of the Tenant in respect of any Claims; [3.11.1.3] the Tenant reserves the right to defend each and any Claim at the Tenant's cost or settle any proceedings subject to the Landlord's and Superior Landlord prior written consent (not to be unreasonably withheld or delayed); [3.11.1.4] the Landlord shall not settle any Claim without the Tenant's prior consent (not to be unreasonably withheld or delayed); and [3.11.2] Nothing in this clause shall restrict or limit the Landlord's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity; [3.11.3] The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damages and loss, including any diminution in the value of the Superior Landlord's interest in the Landlord's Property or in respect of this Lease, caused by or arising from any breach of the obligations of the Landlord contained within the Superior Lease which are caused by or arise from any breach of the obligations of the Tenant in this Lease or from any act error or omission or negligence of the Tenant or	

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		its servants agents or contractors in the use of the Property the Installation and the exercise of the Rights	
90 CAMBOURNE: INTERFERENCE / SWITCH-OFF			
Clause 3.18	Interference 3.18.1 If the Landlord reasonably believes that the Installation is causing interference with the operation of other equipment on the Landlord's Adjoining Land, the Landlord may serve written notice on the Tenant (such notice to be accompanied with any evidence of such interference) (the "Interference Notice"). 3.18.2 Following receipt of the Interference Notice the Tenant shall notify the relevant licence holders operating from the Installation and use reasonable endeavours to facilitate discussions between the relevant licence holders on both the Property and on the Landlord's Adjoining Land to seek to resolve the interference specified in the Interference Notice.	Switch Off 3.18.1 If the Landlord reasonably believes that the Installation is causing interference with the operation of other equipment the Landlord may serve written notice on the Tenant (such notice to be accompanied with any evidence of such interference) (the "Interference Notice"). 3.18.2 Following receipt of the Interference Notice the Tenant shall: 3.18.2.1 switch off the Installation or part of it if reasonably required by the Landlord to identify the cause of the interference; 3.18.2.2 provide to the Landlord all frequencies, power outputs and other technical details reasonably requested by the Landlord to identify the cause of the interference; and 3.18.2.3 use reasonable endeavours to resolve the specified interference	No provision to be included

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		as soon as reasonably practicable. 3.18.3 If the Landlord and Tenant are unable to resolve the interference specified in the Interference Notice within a reasonable period or within 48 hours in the case of emergency: 3.18.3.1 the Tenant shall switch off the Installation (or such interfering part) and will not switch it on again until such interference has been resolved; 3.18.3.2 the Tenant or the Landlord may require the Installation or part of it to be re-designed or relocated by giving each other prior written notice and as soon as reasonably practicable following such notice, the parties will enter discussions and provide reasonable assistance to each other for the re-design and relocation of the Installation in order to resolve such interference; 3.18.4 In the event that the Landlord of those authorised by the Landlord intends to carry out any activities or works and reasonably requires the Tenant to switch off or power down the Installation in order to ensure those activities and works	

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		may be carried out safely, the Tenant shall switch off or power down the Installation for as long as is reasonably necessary provided that the Landlord gives the Tenant reasonable prior written notice (which may be immediate notice in the case of emergency). 3.18.5 If the Installation is not switched off or powered down when required under this Lease, the Tenant shall indemnify the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such breach, including but not limited to the cost of re-organising or re-arranging any inspections, surveys, repairs or works.	
91 CAMBOURNE: RECORD OF CONDITION OF PROPERTY			
Condition of part of Property subject of works Clause 3.9.4	Inserted wording not agreed. Provisions in template lease cover this adequately	3.9.4 prior to commencing any works, the Tenant shall agree with the Landlord in writing the condition of the part of the Property and where relevant the Superior Landlord's Property where such works are to be carried out	APW wording inappropriate for a rural site surrounded by grass land used for grazing. No provision to be included.

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
92 CAMBOURNE: ACCESS CONDITIONS			
Access Schedule 1 Part 1 Paragraph 4	Provisions in template lease cover this adequately	The Tenant shall exercise the Rights in accordance with any reasonable estates management regulations made by the Superior Landlord PROVIDED THAT no charges shall be payable for exercising these rights	Wording in draft lease 3.16.1 and in particular 3.16.1 (iii) adequately address APW concerns.
93 CAMBOURNE: RIGHTS FOR LANDLORD TO RE-ROUTE CONDUITS			
Lift and shift Schedule 1 Part 1 Paragraph 5	Schedule 1 Part 2 para 1(e) Subject to the provisions in clause 5 in the Lease, the right to re-route or replace any Conduits on the Landlord's Adjoining Property and any Right in connection with such Conduits shall then apply in relation to the Conduits as re-routed or replaced	Schedule 1 Part 1 Paragraph 5 The Landlord may at its discretion, re-route or replace any Conduits and any Right in connection with such Conduits shall then apply in relation to the Conduits as re-routed or replaced	OT wording
94 CAMBOURNE: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants Clause 4.7	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists.	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the

OTUK V APW (Multiple References) Schedule of Disputed Terms

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Clause no.	OTUK's wording	APW's wording	FTT wording
			Superior Lease during such period as the Superior Lease subsists
95 CAMBOURNE: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Property as shown edged blue on the plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
96 CAMBOURNE: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) such Conduits (including a separate power supply) and in accordance with clause 4.2 to connect the Installation with any	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
97 CAMBOURNE: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).
SITE SPECIFIC TERMS (SITE 12- Chesterfield (699) Hollow Farm) FREEHOLD LANDLORD'S ADJOINING PROPERTY = NO			
98 CHESTERFIELD: TERM (18 MONTHS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 18 months commencing on the date of this Lease	OT wording – 10 year term

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
99 CHESTERFIELD: TENANT'S RIGHT TO PARK ON THE ACCESS			
Clause 3.16 Schedule 1 Pt 1 Para 1.1	No restriction to be agreed. Right is already granted insofar as the Landlord is able to grant the same	3.16.[5.] not to park on the Access Paragraph 1.1 of Part 1 of Schedule 1 shall be amended to remove the following words from the provision: "park"	Draft lease wording (per Audley House)
100 CHESTERFIELD: TENANT'S OBLIGATIONS TO REPAIR ACCESS			
Clause 3.16	No provision to be included	3.16.[7.] Without prejudice to the generality of any other covenant by the Tenant to repair and make good any damage caused by the Tenant its servants agents' contractors or other licensees to the Access (the current condition of which is evidenced by the photographic schedule of condition annexed hereto) subject to allowance for reasonable wear and tear"	APW wording. Retention of tenant's covenant at clause 3.6 of lease dated 26 th January 2004 and made between Rita Margaret Wilson and Brian Stewart (1) and Crown castle UK Ltd (2) [4/389]
101 CHESTERFIELD: PERMITTED USE			
Clause 3.5.5	We would agree to extend adjectives in clause 3.5.2 of the template lease to include dangerous offensive noxious noisome illegal or immoral, otherwise not agreed.	"Not to use the Property or the Installation or any part thereof for any dangerous offensive noxious noisome illegal or immoral activity or in a manner which in the reasonable opinion of the Landlord is or may become a nuisance annoyance or disturbance to the Landlord or to the owner or occupier of any neighbouring premises and in particular (without prejudice to the generality of the foregoing)"	Words "be dangerous offensive noxious noisome illegal or immoral or" to be added to clause 3.5.2 of the draft Lease

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
102 CHESTERFIELD: INTERFERENCE / SWITCH-OFF			
Clause 3.18	No provision to be included	Switch Off 3.18.1 In the event that any activities or works are required on any neighbouring property and the Landlord reasonably requires the Tenant to switch off or power down the Installation in order to ensure those activities and works may be carried out safely, the Tenant shall switch off or power down the Installation for as long as is reasonably necessary provided that the Landlord gives the Tenant reasonable prior written notice (which may be immediate notice in the case of emergency). 3.18.2 If the Installation is not switched off or powered down when required under this Lease, the Tenant shall indemnify the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such breach, including but not limited to the cost of re-organising or re-arranging any inspections, surveys, repairs or works	No provision to be included

OTUK V APW (Multiple References) Schedule of Disputed Terms

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Clause no.	OTUK's wording	APW's wording	FTT wording
103 CHESTERFIELD: RIGHTS TO ACCESS THIRD PARTY PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Third Party Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Landlord's Adjoining Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
104 CHESTERFIELD: RIGHTS TO LAY CONDUITS ON THIRD PARTY PROPERTY			
Schedule 1, Pt 1, Para 1.5	The right to lay in and upon the Third Party Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Third Party Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Landlord's Adjoining Property shown edged blue on the Plan such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) such Conduits (including a separate power supply) and in accordance with clause 4.2 to connect the Installation with any available electricity or electronic communications	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon third party property

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
105 CHESTERFIELD: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Third Party Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Third Party Property Owner as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).
SITE SPECIFIC TERMS (SITE 12- Bury St Edmunds (700) Mildenhall) FREEHOLD LANDLORD'S ADJOINING PROPERTY = YES			
106 MILDENHALL: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term

OTUK V APW (Multiple References) Schedule of Disputed Terms

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Clause no.	OTUK's wording	APW's wording	FTT wording
107 MILDENHALL: SWITCH-OFF			
Switch Off Clause 3.18	No provisions to be included	Switch Off 3.18.1 In the event that any activities or works are required on any neighbouring property and the Landlord reasonably requires the Tenant to switch off or power down the Installation in order to ensure those activities and works may be carried out safely, the Tenant shall switch off or power down the Installation for as long as is reasonably necessary provided that the Landlord gives the Tenant reasonable prior written notice (which may be immediate notice in the case of emergency). 3.18.2 If the Installation is not switched off or powered down when required under this Lease, the Tenant shall indemnify the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such breach, including but not limited to the cost of re-organising or re-arranging any inspections, surveys, repairs or works	No provision to be included

OTUK V APW (Multiple References) Schedule of Disputed Terms

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Clause no.	OTUK's wording	APW's wording	FTT wording
108 MILDENHALL: RIGHTS TO ACCESS LANDLORD'S ADJOINING PROPERTY AND THIRD PARTY PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Landlord's Adjoining Property and/or the Third Party Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Landlord's Adjoining Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
109 MILDENHALL: RIGHTS TO LAY CONDUITS ON LANDLORD'S ADJOINING PROPERTY AND THIRD PARTY PROPERTY			
Schedule 1, Pt 1, Para 1.5	The right to lay in and upon the Landlord's Adjoining Property and/or Third Party Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Landlord's Adjoining Property and/or Third Party Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Landlord's Adjoining Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) such Conduits (including a separate power supply) and in accordance with clause 4.2 to connect the Installation with any available electricity or electronic	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon landlord's adjoining property and third party property

OTUK V APW (Multiple References) Schedule of Disputed Terms

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Clause no.	OTUK's wording	APW's wording	FTT wording
	supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	
110 MILDENHALL: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Landlord's Adjoining Property and/or the Third Party Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Third Party Property Owner as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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Clause no.	OTUK's wording	APW's wording	FTT wording
SITE SPECIFIC TERMS (SITE 14- Carshalton (701) Little Woodcote) LONG LEASEHOLD LANDLORD'S ADJOINING PROPERTY = NO			
111 CARSHALTON: EQUIPMENT CAP AND MAST HEIGHT RESTRICTION			
Tenant's right to add to the Installation Clause 1.1 Schedule 1 Pt 1 para 1.2 Clause 3.20	No restrictions to be agreed	Installation Cap: means the equipment and apparatus shown in drawing number [TBC] Paragraph 1.3 (Revised Paragraph 1.2) 1 shall be amended to add the following words to the end of the provision: "Provided that no part of the Installation shall exceed 15 metres in height above the ground level of the Property at the date of this Lease and not to erect any equipment or apparatus beyond the Installation Cap." 3.20 Height and Installation Restriction The Tenant must not make any alteration or addition to the Property which results in the Installation or any part of it exceeding 15 metres in height above the ground level of the Property at the date of this Lease and the Tenant must not erect any building, structure or equipment which exceeds 15 metres in height above the ground level of the Property at the date of this Lease and the Tenant must not to erect any equipment or apparatus beyond the Installation Cap	Telecoms Tenant: the tenant from time to time of the Telecoms Lease Telecoms Lease: lease dated *** and made between *** and *** and any future leases of the land demised by that lease 1.3 The right to erect install and operate the Installation for the Permitted Use and thereafter maintain relocate repair replace alter renew upgrade add to and remove the Installation and to remove all or any part of the Installation at any time PROVIDED THAT any restriction on the rights granted by this paragraph in accordance with the [Superior Lease] [Telecoms Lease] shall apply to the rights until either: (i) the Tenant has obtained the consent of the [Superior Landlord] [Telecoms Tenant] to the removal or alteration of those restrictions (with a copy of the consent provided to the Landlord); or (ii) an order is imposed by a court binding the rights (or such rights as the court determines) on the [Superior Landlord] [Telecoms Tenant]

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Clause no.	OTUK's wording	APW's wording	FTT wording
112 CARSHALTON: TERM (3 YEARS)			
Clause 1.1	The period of 10 years commencing on the date of this Lease	The period of 3 years commencing on the date of this Lease	OT wording – 10 year term
113 CARSHALTON: RESTRICTIONS ON USE			
Clause 3.16	3.16.[5.] not to deposit any waste, rubbish, soil or other material on any part of the Access or Superior Landlord's Property	3.16.[5.] not to deposit any waste, rubbish, soil or other material on any part of the Property , Access or Superior Landlord's Property	OT wording
114 CARSHALTON: ACCESS CONDITIONS			
Clause 3.9.3	No further provisions other than proposed in Access	Clause 3.9.3 shall be amended to incorporate the following at the end of the clause: “and complying with all reasonable security requirements of the Superior Landlord” 3.16.[7.] to comply with reasonable security procedures as are required by the Landlord	Wording in draft lease 3.16.1 and in particular 3.16.1 (iii) adequately address APW concerns.
115 CARSHALTON: INDEMNITY			
Clause 3.11	Existing template provision in lease should be used	Save to the extent that the same arises due to the act neglect or default of the Landlord, indemnify the Landlord against all actions claims damages costs expenses and losses in respect of any liability arising from the use of the Property or the Installation the exercise of	Clause 3.11 in draft lease is a comprehensive and sufficient indemnity clause

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Clause no.	OTUK's wording	APW's wording	FTT wording
		the Tenant of the Rights or any breach or non-observance by the Tenant of its obligations under this Lease provided that; (a) neither party restricts or limits its liability to the other for negligence causing death or personal injury; (b) the Landlord shall take all reasonable steps to mitigate any such actions claims damages costs expenses and losses and shall not compound compromise or settle of the same without prior written approval of the Tenant (such approval not to be unreasonably withheld or delayed); (c) the total liability of the Tenant under this clause [3.11.1] in relation to any one event or circumstance shall not exceed fifteen million pounds (£15,000,000.00). Save to the extent that the same arises due to the act neglect or default of the Superior Landlord, indemnify the Superior Landlord against all actions claims damages costs expenses and losses in respect of any liability arising from the use of the Property or the Installation the exercise of the Tenant of the Rights or any breach or non-observance by the Tenant of its obligations under this Lease provided that;	

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		(a) neither party restricts or limits its liability to the other for negligence causing death or personal injury; (b) the Superior Landlord shall take all reasonable steps to mitigate any such actions claims damages costs expenses and losses and shall not compound compromise or settle of the same without prior written approval of the Tenant (such approval not to be unreasonably withheld or delayed); (c) the total liability of the Tenant under this clause [3.11.1] in relation to any one event or circumstance shall not exceed fifteen million pounds (£15,000,000.00). Clause 3.12.3 shall be removed	
116 CARSHALTON: TENANT'S RIGHT TO PARK ON THE ACCESS			
Clause 3.16 Part 1 Schedule 1	No restriction to be agreed. Right is already granted insofar as the Landlord is able to grant the same.	3.16.[6.] not to park on the Access Paragraph 1.1 of Part 1 of Schedule 1 shall be amended to remove the following words from the provision: "with the right to park vehicles thereon"	Draft lease wording (per Audley House)

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
117 CARSHALTON: NON-INTERFERENCE WITH INSTALLATION			
Landlord not to interfere with Installation Clause 4.3	Clause 4.3 shall be amended to add the words at the end of the clause "PROVIDED that for the purposes of this clause interference shall not include interference for the purposes of the Wireless Telegraphy Act 2006" in template lease	Clause 4.3 shall be amended to remove the following words from the clause: "or in any way interfere with" and "or interfere with the same"	OT wording
118 CARSHALTON: INTERFERENCE / SWITCH-OFF			
Clause 3.18	Interference 3.18.1 If the Landlord reasonably believes that the Installation is causing interference with the operation of other equipment on the Landlord's Adjoining Land, the Landlord may serve written notice on the Tenant (such notice to be accompanied with any evidence of such interference) (the "Interference Notice"). 3.18.2 Following receipt of the Interference Notice the Tenant shall notify the relevant licence holders operating from the Installation and use reasonable endeavours to facilitate discussions between the relevant licence holders on both the Property and on the Landlord's Adjoining Land to seek to resolve the interference	Switch Off 3.18.1 If the Landlord reasonably believes that the Installation is causing interference with the operation of other equipment the Landlord may serve written notice on the Tenant (such notice to be accompanied with any evidence of such interference) (the "Interference Notice"). 3.18.2 Following receipt of the Interference Notice the Tenant shall: 3.18.2.1 switch off the Installation or part of it if reasonably required by the Landlord to identify the cause of the interference; 3.18.2.2 provide to the Landlord all frequencies, power outputs and other technical details reasonably requested by the	No provision to be included

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	specified in the Interference Notice.	Landlord to identify the cause of the interference; and 3.18.2.3 use reasonable endeavours to resolve the specified interference as soon as reasonably practicable. 3.18.3 If the Landlord and Tenant are unable to resolve the interference specified in the Interference Notice within a reasonable period or within 48 hours in the case of emergency: 3.18.3.1 the Tenant shall switch off the Installation (or such interfering part) and will not switch it on again until such interference has been resolved; 3.18.3.2 the Tenant or the Landlord may require the Installation or part of it to be re-designed or relocated by giving each other prior written notice and as soon as reasonably practicable following such notice, the parties will enter discussions and provide reasonable assistance to each other for the re-design and relocation of the Installation in order to resolve such interference; 3.18.4 In the event that the Landlord of those authorised by the Landlord	

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
		intends to carry out any activities or works and reasonably requires the Tenant to switch off or power down the Installation in order to ensure those activities and works may be carried out safely, the Tenant shall switch off or power down the Installation for as long as is reasonably necessary provided that the Landlord gives the Tenant reasonable prior written notice (which may be immediate notice in the case of emergency). 3.18.5 If the Installation is not switched off or powered down when required under this Lease, the Tenant shall indemnify the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such breach, including but not limited to the cost of re-organising or re-arranging any inspections, surveys, repairs or works	
119 CARSHALTON: SUPERIOR LEASE COVENANTS			
Landlord obligation to enforce Superior Lease covenants	4.7.2. the Landlord shall use all reasonable endeavours to enforce the covenants on the	[Please read in conjunction with the Addendum for site specifics.]	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
Clause 4.7	part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists.		reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists
120 CARSHALTON: COMPLIANCE WITH THIRD PARTY RIGHTS			
Schedule 1 Part 1 Paragraph 2	<i>Agreed, provided that the definition of Third Party Rights is limited to those rights which exist as at the date of the lease</i>	Paragraph 2 of Part 1 of Schedule 1 shall be amended to remove the following words from the provision: "knowingly"	APW wording
121 CARSHALTON: ACCESS CONDITIONS			
Access Schedule 1 Pt 1 para 4	Provisions in template lease cover this adequately	The Tenant shall exercise the Rights in accordance with any reasonable estates management regulations made by the Superior Landlord PROVIDED THAT no charges shall be payable for exercising these rights	Wording in draft lease 3.16.1 and in particular 3.16.1 (iii) adequately address APW concerns.
122 CARSHALTON: RE-ROUTE CONDUITS			
Lift and Shift Schedule 1 Part 1 Paragraph 5	Schedule 1 Part 2 para 1(e) Subject to the provisions in clause 5 in the Lease, the right to re-route or replace any Conduits on the Landlord's Adjoining Property and any Right in connection with	Schedule 1 Part 1 Paragraph 5 The Landlord may (and subject to the provisions in this regard contained in the Lease) at its discretion, re-route or replace any Conduits and any Right in	Schedule 1 Part 2 para 1(e) Subject to the provisions in clause 5 in the Lease, the right to re-route or replace any Conduits on the Landlord's Adjoining Property and any Right in connection with

OTUK V APW (Multiple References) Schedule of Disputed Terms

**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

Clause no.	OTUK's wording	APW's wording	FTT wording
	such Conduits shall then apply in relation to the Conduits as re-routed or replaced	connection with such Conduits shall then apply in relation to the Conduits as re-routed or replaced	such Conduits shall then apply in relation to the Conduits as re-routed or replaced
123 CARSHALTON: RIGHTS TO ACCESS SUPERIOR LANDLORD'S PROPERTY			
Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Superior Landlord's Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	[no right to be included]	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease
124 CARSHALTON: RIGHTS TO LAY CONDUITS ON SUPERIOR LANDLORD'S PROPERTY			
Schedule 1 Pt 1 para 1.5	The right to lay in and upon the Superior Landlord's Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Superior Landlord's Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Superior Landlord's Property shown edged blue on the Plan such part of the such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and in accordance with clause 4.2 such Conduits (including a separate power	FTT wording at issue 22 Wording at Issue 22 already includes rights for statutory undertakers to lay conduits in or upon superior landlord's property

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Clause no.	OTUK's wording	APW's wording	FTT wording
	separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same on giving reasonable prior notice to the Landlord and Superior Landlord, save in the case of emergency.	
125 CARSHALTON: TREE LOPPING			
Schedule 1, Pt 1, Para 1.6	The right to carry out any necessary pruning or trimming of trees or other plantings on the Superior Landlord's Property if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and/or Superior Landlord as the case may be (such approval not to be unreasonably withheld or delayed).	[Please read in conjunction with the Addendum for site specifics.]	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

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ADDENDUM TO SCHEDULE OF DISPUTED TERMS

SUPPLEMENTAL TABLE

Key

- Black – agreed wording
- Blue – APW's proposed wording
- Red – OTUK's wording in response to the blue wording

Revised provisions for sites where APW have the ability to grant rights over Third Party Property, being:

- Sandbach Congleton
- Hollow Farm
- Mildenhall / Bury St Edmunds
- Newchurch
- Blackwell Grange

NB: APW do not have the ability to grant rights over any Third Party Property at Lubbards Lodge and Ewefields Farm (note: OTUK were party to 2024 Deed of Grant granting rights over third party land and if additional rights were required they should have obtained then).

	<u>Clause</u>	<u>OTUK position</u>	<u>APW position</u>	<u>FTT Wording</u>
126	Third Party Property	each and every part of the adjoining and neighbouring property over which, as at the	each and every part of the adjoining and neighbouring property over which, as at the date	Agreed position

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**Agreed at c15:30 on 10 July 2024, and handed up to the Tribunal on 11 July 2024*

	Clause 1.1	date of this Lease, rights have been granted to the Landlord for the benefit of the Property	of this Lease, rights have been granted to the Landlord for the benefit of the Property	Clause 1.1 Third Party Property: each and every part of the adjoining and neighbouring property over which, as at the date of this Lease, rights have been granted to the Landlord for the benefit of the Property
127	Third Party Owner Clause 1.1	the owner(s) for the time being of the Third Party Property	the owner(s) for the time being of the Third Party Property	Agreed position Clause 1.1 Third Party Owner: the owner(s) for the time being of the Third Party Property
128	Cost of repair of the Access Clause 3.1.2	to pay to the Landlord within 28 days of demand a fair proportion according to user of the reasonable cost properly incurred and properly levied on the Landlord by the Third Party Property Owner pursuant to the terms of the relevant instrument as at the date of this Lease in the repair of the Access	to pay to the Landlord within 28 days of demand a fair proportion according to user of the reasonable cost properly incurred and properly levied on the Landlord by the Third Party Property Owner pursuant to the terms of the relevant instrument as at the date of this Lease in the repair of the Access	Agreed position 3.1.2 to pay to the Landlord within 28 days of demand a fair proportion according to user of the reasonable cost properly incurred and properly levied on the Landlord by the Third Party Property Owner pursuant to the terms of the relevant instrument as at the date of this Lease in the repair of the Access

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129	Consent Clause 3.3.2	Where the Tenant is obliged to pay or indemnify the Landlord against any costs and expenses (whether under this or any other clause of this Lease) the Tenant shall only be liable for any costs and expenses in connection with obtaining any consent or approval from the Third Party Property Owner where that consent is required in accordance with the terms of the relevant transfer as at the date of this Lease	Where the Tenant is obliged to pay or indemnify the Landlord against any costs and expenses (whether under this or any other clause of this Lease) the Tenant shall only be liable for any costs and expenses in connection with obtaining any consent or approval from the Third Party Property Owner where that consent is required in accordance with the terms of the relevant instrument as at the date of this Lease	Agreed position 3.3.2 Where the Tenant is obliged to pay or indemnify the Landlord against any costs and expenses (whether under this or any other clause of this Lease) the Tenant shall only be liable for any costs and expenses in connection with obtaining any consent or approval from the Third Party Property Owner where that consent is required in accordance with the terms of the relevant instrument as at the date of this Lease
130	User Clause 3.4.2	not to permit or do any act or bring onto the Property anything which may constitute a nuisance or which may cause injury to the Landlord, Third Party Property Owner or other users in the vicinity of the Property or cause damage to the Third Party Property PROVIDED THAT the proper and lawful use of the Property and the exercise of the Rights in accordance with the terms of this Lease for and in connection with the Permitted Use shall not give rise to liability under this clause;	3.4.2.1 not to permit or do any act or bring onto the Property anything which may constitute a nuisance or which may cause injury to the Landlord and/or other users in the vicinity of the Property PROVIDED THAT the proper and lawful use of the Property and the exercise of the Rights in accordance with the terms of this Lease for and in connection with the Permitted Use shall not give rise to liability under this clause; 3.4.2.2 not to permit or do any act or bring onto the Property anything which may constitute a nuisance or which may cause injury to the Third	Clause 3.5.2 as set out in draft Lease.

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			Party Property Owner and/or cause damage to the Third Party Property;	
131	Access 3.16.1	Subject always to the Tenant's right to access the Property in accordance with Schedule 1 paragraph 1.1: 3.16.1.1 the parties shall act reasonably and in good faith to agree any reasonable and practical arrangements as are necessary to accommodate any reasonable requirement from time to time arising out of the Superior Landlord's use of any adjoining land owned by the Superior Landlord. 3.16.1.2 when obtaining access to the Property the Tenant shall: (i) where applicable, re-lock any gates opened by the Tenant and their agents, employees and contractors and sharers in taking such access immediately after opening such gate; (ii) keep safe and secure any keys or key codes supplied to the Tenant by [the Superior Landlord or] the Landlord for the purpose of taking such access; and [(iii) comply with the reasonable security regulations from time to time issued by the Superior Landlord in respect of access to the Superior Landlord's Premises	Subject always to the Tenant's right to access the Property in accordance with Schedule 1 paragraph 1.1: 3.16.1.1 the parties shall act reasonably and in good faith to agree any reasonable and practical arrangements as are necessary to accommodate any reasonable requirement from time to time taking into account the Third Party Owner's requirements 3.16.1.2 when obtaining access to the Property the Tenant shall: (i) where applicable, re-lock any gates opened by the Tenant and their agents, employees and contractors in taking such access immediately after opening such gate; (ii) keep safe and secure any keys or key codes supplied to the Tenant by the Landlord for the purpose of taking such access; and (iii) comply with the reasonable security regulations from time to time issued by the Landlord in respect of access to the Property	Mr Kitson conceded proviso at the hearing

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		PROVIDED THAT the Superior Landlord shall not make such regulations which may prevent preclude or adversely affect the exercise of the Rights by the Tenant and no charges shall be payable] (iv) comply with such arrangements as agreed pursuant to clause 3.16.1.1	(iv) comply with such arrangements as agreed pursuant to clause 3.16.1.1	
132	Grant of Wayleaves Clause 4.2.1	If the Tenant requires, the Landlord will (upon payment of the Landlord's reasonable and proper professional costs by the Tenant) grant such wayleaves to any statutory undertaker and/or public electricity supply authority for the installation of Conduits on over or under the Landlord's Adjoining Property as may be necessary to enable the operation of the Installation for the Permitted Use and/or to enjoy the Rights, subject to and in accordance with clause 4.2.2 below	If the Tenant requires, the Landlord will (upon payment of the Landlord's reasonable and proper professional costs by the Tenant) grant such wayleaves to any statutory undertaker and/or public electricity supply authority for the installation of Conduits under such parts of the Property shown edged blue on the Plan , as may be necessary to enable the operation of the Installation for the Permitted Use and/or to enjoy the Rights subject to and in accordance with clause 4.2.2 below	OT wording as issue 12
133	Consent Clause 4.6	Subject to the Tenant paying to the Landlord, and where appropriate to the Third Party Property Owner, all solicitors and surveyors costs properly and reasonably incurred by the Landlord, and where appropriate by the Third Party Property Owner, in relation thereto the Landlord must	Subject to the Tenant paying to the Landlord, and where appropriate to the Third Party Property Owner, all solicitors and surveyors costs properly and reasonably incurred by the Landlord, and where appropriate by the Third Party Property Owner, in relation thereto the Landlord must use all reasonable endeavours to	Agreed position 4.6 Subject to the Tenant paying to the Landlord, and where appropriate to the Third Party Property Owner, all solicitors and surveyors costs

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		use all reasonable endeavours to promptly obtain the consent and/or approval of the Third Party Property Owner, whenever the Tenant makes application for any consent and/or approval required under this Lease where the consent and/or approval of the Third Party Property Owner, is needed by virtue of the relevant transfer as at the date of this Lease.	promptly obtain the consent and/or approval of the Third Party Property Owner, whenever the Tenant makes application for any consent and/or approval required under this Lease where the consent and/or approval of the Third Party Property Owner, is needed by virtue of the relevant instrument as at the date of this Lease.	properly and reasonably incurred by the Landlord, and where appropriate by the Third Party Property Owner, in relation thereto the Landlord must use all reasonable endeavours to promptly obtain the consent and/or approval of the Third Party Property Owner, whenever the Tenant makes application for any consent and/or approval required under this Lease where the consent and/or approval of the Third Party Property Owner, is needed by virtue of the relevant instrument as at the date of this Lease.
134	Tenant's right to access adjoining land for works Schedule 1 Pt 1 para 1.2	Subject to paragraph 1.1 , the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon the Landlord's Adjoining Property and/or Third Party Property other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease	the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the Superior Landlord's Adjoining Property/ Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease

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135	Tenant's rights Schedule 1, Pt 1, Para 1.5	The right to lay in and upon the Landlord's Adjoining Property and/or Third Party Property or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in or upon the Landlord's Adjoining Property and/or Third Party Property in such locations and by such means and on such terms as shall first be approved by the Landlord in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same	The right to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan in such locations and by such means as shall first be approved by the Landlord (such approval not to be unreasonably withheld or delayed)) such Conduits (including a separate power supply) and in accordance with clause 4.2 to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same.	FTT wording Issue 22
136	Rights over Third Party Property Clause 4.7	New provision to be added to clause 4.7 as follows: 4.7.1 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly	Revised new provision to be added to clause 4.7 as follows: 4.7.1 Subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the	OT wording

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		and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, to use reasonable endeavours to enforce the covenants on the part of the Third Party Property Owner contained in the relevant transfer..	Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, to use reasonable endeavours to enforce the covenants on the part of the Third Party Property Owner contained in the relevant transfer.	
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Revised provisions for leasehold sites where APW have the ability to grant rights over the Superior Landlord's Property, being:

- Carn Entral Farm / Camborne
- Little Woodcote Lane / Carshalton
- Hexton
- Higher Hawksland
- Ayot Green
- Ampthill Manor Farm
- Blackwell Grange
- Moreton-in-Marsh

NB: APW do not have the ability to grant rights over any Superior Landlord's Property where there is no such property.

137	Grant of Wayleaves	If the Tenant requires, the Landlord will (upon payment of the Landlord's and	If the Tenant requires, the Landlord will (upon payment of the Landlord's and Superior	OT wording
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	Clause 4.2.1	Superior Landlord's reasonable and proper professional costs by the Tenant) grant such wayleaves and/or use reasonable endeavours to procure that the Superior Landlord complies with its covenant under the Superior Lease (if applicable) to grant such wayleaves to any statutory undertaker and/or public electricity supply authority for the installation of Conduits on over or under the Landlord's Adjoining Property and/or the Superior Landlord's Property as may be necessary to enable the operation of the Installation for the Permitted Use and/or to enjoy the Rights, subject to and in accordance with clause 4.2.2 below	Landlord's reasonable and proper professional costs by the Tenant) grant such wayleaves and/or use reasonable endeavours to procure that the Superior Landlord complies with its covenant under the Superior Lease (if applicable) to grant such wayleaves to any statutory undertaker and/or public electricity supply authority for the installation of Conduits under such parts of the Superior Landlord's Property shown edged blue on the Plan as may be necessary to enable the operation of the Installation for the Permitted Use and/or to enjoy the Rights subject to and in accordance with clause 4.2.2 below	[APW position misconceived. Wayleaves granted to statutory undertaker will be across adjoining land and not just limited to area edged blue. Statutory undertaker will need to run lines from existing positions across adjoining land]
138	Superior lease covenants Clause 4.7	New provision to be added to clause 4.7 as follows: 4.7.2 the Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists	Revised new provision to be added to clause 4.7 as follows: 4.7.2 Subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the	4.7.2 Where requested by the Tenant, and subject to the Tenant paying to the Landlord all solicitors and surveyors costs properly and reasonably incurred by the Landlord in relation thereto and subject to the Tenant indemnifying the Landlord against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses relating to or arising from such action, the Landlord shall use reasonable endeavours to enforce the covenants

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			Landlord shall use reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists	on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists
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New provision for leasehold and freehold sites where APW have the ability to grant such rights over the Superior Landlord's Property or Third Party Property (as the case maybe), being:

Leasehold sites:

- Hexton
- Higher Hawksland
- Ayot Green
- Ampthill Manor Farm
- Blackwell Grange
- Moreton-in-Marsh

Freehold sites:

- Sandbach
- Hollow Farm (Chesterfield)
- Newchurch

NB: APW do not have the ability to grant rights for tree lopping over any Third Party Property at Ewefields Farm, Lubbards Lodge, Mildenhall (Bury St Edmunds) or. (Note: re Ewefields OTUK were party to 2024 Deed of Grant with third party land owner and if additional rights were required they should have obtained then).

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NB: APW do not have the ability to grant rights for tree lopping over any Superior Landlord's Property at Carn Entral Farm (Camborne), Little Woodcote Lane (Carshalton).

139	Tree Lopping Schedule 1 Part 1 Paragraph 1.6	Additional provision to be added at Paragraph 1.6 of Part 1 of Schedule 1: The right to carry out any necessary pruning or trimming of trees or other plantings on the [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the [Landlord and/or Superior Landlord and/or Third Party Property Owner] as the case may be (such approval not to be unreasonably withheld or delayed).	<u>Option 1: No right</u> <u>No provision to be added for Ewefields Farm.</u> <u>Option 2: Right over Superior Landlord's Property</u> <u>Additional provision to be added at Paragraph 1.6 of Part 1 of Schedule 1 at Hexton, Higher Hawksland, Ayot Green, Ampthill Manor Farm and Moreton-in-Marsh (where APW can grant rights over Superior Landlord's Property):</u> The right to carry out any necessary pruning or trimming of trees or other plantings on such parts of the Superior Landlord's Property shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and, in the case of the Superior Landlord, the relevant Superior Landlord as the case may be (such approval not to be	The right to carry out any necessary pruning or trimming of trees or other plantings that are either within the Landlord's control or ownership or within the land shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed). No provision for Ewefields
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			unreasonably withheld or delayed by the Landlord). <u>Option 3: Right over Third Party Property</u> <u>Additional provision to be added at Paragraph 1.6 of Part 1 of Schedule 1 at Sandbach, Hollow Farm (Chesterfield), Newchurch, Blackwell Grange, (where APW can grant rights over Third Party Property):</u> The right to carry out any necessary pruning or trimming of trees or other plantings on such parts of the Landlord's Adjoining Property and/or Third Party Property shown edged blue on the Plan if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord and, in the case of the Third Party Property, the relevant Third Party Property Owner as the case may be (such approval not to be unreasonably withheld or delayed by the Landlord). The following additional words to be added to the end of paragraph 1.6 for Blackwell Grange, Ayot Green and Moreton-in-Marsh – "Further Provided That all cut timber and trimmings shall remain the Property of the	
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			Landlord or Third Party Property Owner (as appropriate) unless otherwise directed.” Option 4: Right over Landlord’s Adjoining Property <u>Additional provision to be added at Paragraph 1.6 of Part 1 of Schedule 1 at Lubbards Lodge, Mildenhall (Bury St Edmunds), Carn Entral Farm (Camborne) and Little Woodcote Lane (Carshalton) and Ampthill Manor Farm, Hexton (where APW can only grant rights over any Landlord’s Adjoining Property that is owned by APW):</u> The right to carry out any necessary pruning or trimming of trees or other plantings on <u>such parts of</u> the Landlord’s Adjoining Property <u>shown edged blue on the Plan</u> if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the Landlord (such approval not to be unreasonably withheld or delayed <u>by the Landlord</u>).	
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New provision for leasehold and freehold sites where APW have the ability to grant such rights.

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140	Rights over Third Party Property Paragraph 1.7 Part 1 Schedule 1	Additional provision to be added at Paragraph 1.7 of Part 1 of Schedule 1: [any other rights granted to the Landlord for the benefit of the Property as at the date of this Lease, subject to the same conditions imposed on the Landlord under the relevant instrument, and the Tenant will comply with any restrictions imposed on the Landlord in respect of those rights.]	No provision to be included	No provision to be included. [No business need has been established by OT to justify the grant of this wide ranging provision.]
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APPENDIX 3: New terms in dispute

	TENANT BREAK			
141	Clause 6.1.1	The Tenant may determine this Lease: 6.1.1. on any Tenant's Break Date: (a) if the Tenant no longer requires the Property for the Permitted Use; or (b) for any other operational reason PROVIDED THAT the Tenant has given to the Landlord not less than 12 months' previous written notice ("the Break Notice")	The Tenant may determine this Lease: 6.1.1 on any Tenant's Break Date Provided That the Tenant has given the Landlord not less than 12 months' previous written notice ("the Break Notice") Note: This break clause had previously been agreed.	APW wording

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APPENDIX 1: TITLE-SPECIFIC DRAFTING

Clause references	Drafting	Required where there is a Superior Lease	Required where the Landlord has adjoining property	Required for FH where APW have rights over third party land
<u>Amend</u> : LR2 Title Numbers	LR2.1 Landlord's title number(s) [TBC] LR2.2 Other title number(s) None [TBC]	Y	Y	Y
Definitions				
<u>Add</u> : Clause 1.1 Landlord's Adjoining Property	means each and every part of the adjoining and neighbouring property edged [TBC] on the Plan in which the Landlord has an interest known as [TBC] registered at HM Land Registry with title number [TBC] excluding the Property	N	Y	N
<u>Amend</u> : Clause 1.1 Reservations	means the rights reserved to the Landlord set out in Schedule 1 Part 2 [and the rights reserved to the Superior Landlord in Schedule 1 Part 3]	Y	N	N
<u>Add</u> : Clause 1.1 Superior Landlord	the landlord from time to time of the Superior Lease	Y	N	N
<u>Add</u> : Clause 1.1 Superior Lease	the lease dated [TBC] made between (1) [TBC] and (2) the Landlord	Y	N	N
<u>Add</u> : Clause 1.1 Superior Landlord's Property	each and every part of the adjoining and neighbouring property in which the Superior Landlord has an interest as at the date of this lease known as [TBC] registered at HM Land Registry with title number [TBC] excluding the Property	Y	N	N
<u>Amend</u> : Clause 1.1 Third Party Rights	All rights, covenants and restrictions affecting the Property at the date of this Lease including the matters referred to in the property register and the charges register of title number(s) referred to in panel LR2.1 [and LR2.2	Y	Y if Landlord's Adjoining Property has a	Y

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Clause references	Drafting	Required where there is a Superior Lease	Required where the Landlord has adjoining property	Required for FH where APW have rights over third party land
	and all other rights, covenants and restrictions affecting the Property created by the Superior Landlord]		separate title number	
Add: Clause 1.1 Third Party Property	each and every part of the adjoining and neighbouring property over which, as at the date of this Lease, rights have been granted to the Landlord for the benefit of the Property	N	N	Y
Add: Clause 1.1 Third Party Property Owner	the owner(s) for the time being of the Third Party Property	N	N	Y
The Grant				
Amend: Clause 2.1	The Landlord demises the Property to the Tenant with full title guarantee TOGETHER WITH the Rights from the Term Commencement Date for the Term and reserving the Reservations to the Landlord [and Superior Landlord (as the case may be)] and those authorised by the Landlord and subject to the Tenant paying throughout the Term the Rent in advance in every year on the Rent Payment Date and the Landlord acknowledges that on the last Rent Payment Date falling during the Term, the Tenant shall pay a proportionate sum in respect of the period from the last Rent Payment Date up to and including the last day of the Term	Y	N	N
Tenant's Covenants				
Add: 3.1.2 Costs of repair of the Access	to pay to the Landlord within 28 days of demand a fair proportion according to user of the reasonable cost properly incurred and properly levied on the Landlord by the [Superior Landlord / Third Party Property Owner] pursuant to the terms of the [Superior Lease / relevant instrument] as at the date of this Lease in the repair of the Access	Y	N	Y

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<u>Amend</u> : 3.2.1 Outgoings	To pay or indemnify the Landlord [and the Superior Landlord] against all rates and taxes payable by or charged in respect of the Property and the Installation but excluding the Excluded Taxes.	Y	N	N
<u>Add</u> : 3.3.2 Costs of obtaining consent from the Superior Landlord and/or owner of Third Party Property	Where the Tenant is obliged to pay or indemnify the Landlord against any costs and expenses (whether under this or any other clause of this Lease) the Tenant shall only be liable for any costs and expenses in connection with obtaining any consent or approval from the [Superior Landlord / Third Party Property Owner] where that consent is required in accordance with the terms of the [Superior Lease / relevant transfer] as at the date of this Lease	Y	N	Y
<u>Amend</u> : 3.4.2 User	not to permit or do any act or bring onto the Property anything which may constitute a nuisance or which may cause injury to the Landlord [,Superior Landlord / Third Party Property Owner] or other users in the vicinity of the Property [or cause damage to the Superior Landlord's Property / Third Party Property] PROVIDED THAT the proper and lawful use of the Property and the exercise of the Rights in accordance with the terms of this Lease for and in connection with the Permitted Use shall not give rise to liability under this clause; [Please read in conjunction with the Addendum for site specifics.]	Y	N	Y
<u>Amend</u> : 3.11.1 Indemnity	3.11. Indemnity 3.11.1. Subject to clause 3.12 the Tenant shall indemnify the Landlord [and the Superior Landlord] against any liability of the Landlord [or Superior Landlord (as applicable)] to a third party in respect of losses of such third party arising out of any act error or omission or negligence of the Tenant or its sharers servants agents or contractors in the use of the Property the Installation and the exercise of the Rights (save to the extent that any act error or omission of the Landlord [or the Superior Landlord] their	Y	N	N

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	respective servants agents or contractors has caused or contributed to such losses) PROVIDED THAT 3.11.1.1. The Landlord [or the Superior Landlord] shall as soon as practicable give written notice to the Tenant of all claims or proceedings in alleging such liability being threatened brought made or lodged against the Landlord [or the Superior Landlord] in respect of the exercise of the Rights; 3.11.1.2. the Landlord [or the Superior Landlord] shall take due regard to the reasonable representations of the Tenant in respect of any Claims; 3.11.1.3. the Tenant reserves the right to defend each and any Claim at the Tenant's cost or settle any proceedings subject to the Landlord's [and the Superior Landlord's] prior written consent (not to be unreasonably withheld or delayed); 3.11.1.4. the Landlord shall not [and shall procure that the Superior Landlord shall not] settle any Claim without the Tenant's prior consent (not to be unreasonably withheld or delayed); and 3.11.2. Nothing in this clause shall restrict or limit the Landlord's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity			
<u>Add: 3.16.1.1 (iii)</u> Access	Subject always to the Tenant's right to access the Property in accordance with Schedule 1 paragraph 1.1: 3.16.1.1 the parties shall act reasonably and in good faith to agree any reasonable and practical arrangements as are necessary to accommodate any reasonable requirement from time to time arising out of the Superior Landlord's use of any adjoining land owned by the Superior Landlord taking into account the Superior Landlord's requirements.	Y	N	Y

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	3.16.1.2 when obtaining access to the Property the Tenant shall: (i) where applicable, re-lock any gates opened by the Tenant and their agents, employees and contractors and sharers in taking such access immediately after opening such gate; (ii) keep safe and secure any keys or key codes supplied to the Tenant by [the Superior Landlord or] the Landlord for the purpose of taking such access; and [(iii) comply with the reasonable security regulations from time to time issued by the Landlord and/or Superior Landlord in respect of access to the Superior Landlord's Premises the Landlord's Property and/or PROVIDED THAT the Superior Landlord shall not make such regulations which may prevent preclude or adversely affect the exercise of the Rights by the Tenant and no charges shall be payable] (iv) comply with such arrangements as agreed pursuant to clause 3.16.1.1			

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Landlord's Covenants				
<u>Amend</u> : 4.2.1 Grant of Wayleaves	If the Tenant requires, the Landlord will (upon payment of the Landlord's reasonable and proper professional costs by the Tenant) grant such wayleaves [and/or use reasonable endeavours to procure that the Superior Landlord complies with its covenant under the Superior Lease (if applicable) to grant such wayleaves]] to any statutory undertaker and/or public electricity supply authority for the installation of Conduits on over or under [the Landlord's Adjoining Property and/or the Superior Landlord's Property] under such parts of the Property shown edged blue on the Plan , as may be necessary to enable the operation of the Installation for the Permitted Use and/or to enjoy the Rights, subject to and in accordance with clause 4.2.2 below	Y	Y	N
<u>Add</u> : 4.6 Superior Landlord / Third Party Property Owner Consent	Subject to the Tenant paying to the Landlord, and where appropriate to the [Superior Landlord / Third Party Property Owner], all solicitors and surveyors costs properly and reasonably incurred by the Landlord, and where appropriate by the [Superior Landlord / Third Party Property Owner], in relation thereto the Landlord must use all reasonable endeavours to promptly obtain the consent and/or approval of the [Superior Landlord / Third Party Property Owner], whenever the Tenant makes application for any consent and/or approval required under this Lease where the consent and/or approval of the [Superior Landlord / Third Party Property Owner], is needed by virtue of the [Superior Lease / relevant instrument] as at the date of this Lease.]	Y	N	Y

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Add clause 4.7.2 Superior Lease Covenants	4.7. Superior Lease Covenants 4.7.1. to pay the rents reserved by the Superior Lease and perform the covenants on the part of the tenant contained in the Superior Lease so far as the Tenant is not liable for such performance under the terms of this Lease; 4.7.2. to use all reasonable endeavours to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease during such period as the Superior Lease subsists. [Please read in conjunction with the Addendum for site specifics.]	Y	N	N
Add 4.7 Rights over Third Party Property	4.7. Rights over Third Party Property 4.7.1 to use all reasonable endeavours to enforce the covenants on the part of the Third Party Property Owner] contained in the relevant instrument. [Please read in conjunction with the Addendum for site specifics.]	N	N	Y

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Rights granted to the Tenant				
Part 1 Schedule 1				
<u>Amend: 1.2</u> Rights to access Landlord's Adjoining Property / Superior Landlord's Property / Third Party Property	Subject to paragraph 1.1 the right upon giving to the Landlord not less than 48 hours' prior written notice (except in the case of emergency or operational urgency when no notice shall be required) to enter and to remain upon such parts of the [Landlord's Adjoining Property and/or Superior Landlord's Property and/or Third Party Property] shown edged blue on the Plan other than buildings for only so long as is necessary for the purpose of carrying out any works to or on the Property and/or the Installation and/or the Access pursuant to the rights granted by this Lease [Please read in conjunction with the Addendum for site specifics.]	Y	Y	Y
<u>Amend: 1.5</u> Rights to lay Conduits on the Landlord's Adjoining Property and/or the Superior Landlord's Property	The right to lay in and upon the [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] or to grant to any public electricity supply authority and/or public electronic communications operator and/or statutory undertaker the right to lay in such parts of the or upon [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] shown edged blue on the Plan in such locations and by such means and on such terms as shall first be approved by the Landlord and in accordance with clause 4.2 (such approval not to be unreasonably withheld or delayed) such Conduits (including a separate power supply) to connect the Installation with any available electricity or electronic communications supply cable as the Tenant shall require for the purposes of the exercise of the Rights and thereafter use any such Conduits and such Conduits as exist at the date of this Lease for the Permitted Use and to inspect maintain adjust repair alter renew reroute and upgrade the same. [Please read in conjunction with the Addendum for site specifics.]	Y	Y	Y

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<u>Amend: 1.6</u>	The right to carry out any necessary pruning or trimming of trees or other plantings on the [Superior Landlord's Property and/or Landlord's Adjoining Property and/or Third Party Property] if they interfere in any way with the effective operation of the Installation PROVIDED THAT all such works will first be approved by the [Landlord and/or Superior Landlord and/or Third Party Property Owner] as the case may be (such approval not to be unreasonably withheld or delayed. [Please read in conjunction with the Addendum for site specifics.]	Y	Y	Y
<u>Optional 1.7</u> Rights over Third Party Property	[any other rights granted to the Landlord for the benefit of the Property as at the date of this Lease, subject to the same conditions imposed on the Landlord under the relevant instrument, and the Tenant will comply with any restrictions imposed on the Landlord in respect of those rights.] [Please read in conjunction with the Addendum for site specifics.]	Y	Y	
<u>Amend</u> Paragraph 2 of Part 1 of Schedule 1	The Rights are granted subject to the Third Party Rights [and any restrictions and/or conditions contained in the Superior Lease as at the date of this Lease] and the Tenant shall not knowingly do anything that may interfere with any Third Party Rights [and any restrictions and/or conditions contained in the Superior Lease as at the date of this Lease]	Y	N	N
<u>Add</u> Part 3 Schedule 1 Rights reserved to the Superior Landlord	[To be read in conjunction with relevant site specific terms in dispute] 1. The following rights are excepted and reserved to the Superior Landlord and to all others authorised from time to time by the Superior Landlord: 1.1 the free and uninterrupted passage and running of substances, energy and information through any existing Conduit or service media (other than any Conduits exclusively serving the Installation or the Property) on, under or through the Property;	Y	N	

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	1.2 shelter, support, air, light and protection afforded by the Property for any adjoining land of the Superior Landlord; 1.3 the right to develop or use, or permit the development or use of, any land adjacent to the Property that is held by the Superior Landlord or that the Superior Landlord acquires an interest in in the future; 1.4 the right (after giving to the Tenant prior written notice) to re-route any means of access to or egress from the Property PROVIDED THAT such route will be no less convenient to the Tenant than the existing route; 1.5 the right (after giving to the Tenant prior written notice) to re-route and replace any Conduits over which the Rights are exercised; 1.6 the right to enter the Property in the company of the Tenant's authorised representative at no charge to the Landlord: 1.6.1 to inspect, repair, maintain, install, construct, re-route or replace any Conduits or structural parts of the Superior Landlord's Property; 1.6.2 for the purposes of good estate management; and 1.6.3 for any other purpose mentioned in or connected with: a) this Lease; b) the Reservations; c) the interests of the Superior Landlord in the Property or any land they hold adjacent to the Property; and d) any other reservations contained in the Superior Lease; PROVIDED THAT the reservations contained in this Part 2 of Schedule 1 do not interfere with or obstruct the line of sight of the			

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	Installation and do not materially affect the Installation, the use and enjoyment of the Property, or interfere with or impede the Permitted Use or the exercise of the Rights.			

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APPENDIX 2: TITLE STRUCTURE

Sites	APW interest FH/LLH	APW adjoining land
321 - Ewefields Farm	FH	N
322 - Lubbards Lodge	FH	Y
323 - Hexton	LLH	Y
324 - Newchurch	FH	N
325 - Higher Hawksland	LLH	Y
332 - Ampthill Manor Farm	LLH	Y
348 - Sandbach	FH	Y
365 - Blackwell Grange	LLH	N
642 - Moreton-in-Marsh	LLH	Y
643 - Ayot Green	LLH	N
697 - Carn Entral Farm	LLH	N
699 - Hollow Farm	FH	N
700 - Bury St Edmunds	FH	Y
701 - Little Woodcote Lane	LLH	N