

SCHEDULE 18 – DRAFT LEASE AGREEMENT

For EV Charging Infrastructure on Conwy County Borough Council Land

THIS SITE ARRANGEMENT is made on the [INSERT DAY] day of [INSERT MONTH AND YEAR]

BETWEEN:

(1) **CONWY COUNTY BOROUGH COUNCIL** of Coed Pella, Colwyn Bay, LL29 7AZ (the "Authority"); and

(2) **[INSERT NAME OF CONTRACTOR]** registered in [England and Wales/Scotland/Northern Ireland] with company number [INSERT COMPANY NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the "Contractor").

1. DEFINITIONS AND INTERPRETATION

1.1 In this Site Arrangement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Contract"	means the contract for the supply, installation, operation, and maintenance of electric vehicle charging infrastructure between the Authority and the Contractor dated [INSERT DATE];
"Equipment"	means the electric vehicle charging infrastructure to be installed at the Site as specified in the Site Plan;
"Permitted Use"	means the installation, operation, maintenance, and public use of electric vehicle charging infrastructure;
"Site"	means the area of land shown edged in red on the Site Plan;
"Site Plan"	means the plan attached at Appendix 1 to this Site Arrangement.

1.2 Terms defined in the Contract shall have the same meaning when used in this Site Arrangement unless otherwise defined.

2. GRANT OF RIGHTS

2.1 The Authority grants to the Contractor the following rights in relation to the Site:

- (a) The right to install, operate, maintain, repair, replace, and remove the Equipment on the Site;

- (b) The right to connect the Equipment to utilities and communications networks;
- (c) The right for the Contractor, its employees, agents, contractors, and Subcontractors to access the Site at all reasonable times for the purpose of exercising the rights granted under this Site Arrangement;
- (d) The right for members of the public to access and use the Equipment for electric vehicle charging purposes.

2.2 The rights granted under clause 2.1 are subject to:

- (a) The Contractor complying with its obligations under the Contract;
- (b) The Contractor obtaining and maintaining all necessary consents, licenses, and permissions required for the Permitted Use;
- (c) The Contractor complying with all reasonable directions issued by the Authority in relation to the Site.

3. TERM

3.1 This Site Arrangement shall commence on the date of this Site Arrangement and shall continue until the earlier of:

- (a) The expiry or termination of the Contract;
- (b) The date specified in a written notice given by the Authority to the Contractor requiring the Contractor to cease using the Site, such notice to be no less than [INSERT PERIOD] months.

4. CONTRACTOR'S OBLIGATIONS

4.1 The Contractor shall:

- (a) Use the Site only for the Permitted Use;
- (b) Keep the Site and the Equipment in a clean, tidy, and safe condition;
- (c) Not cause any damage to the Site or any neighbouring property;
- (d) Not create any nuisance or disturbance to the Authority or any occupiers of neighbouring property;
- (e) Comply with all applicable laws, regulations, and codes of practice relating to the Permitted Use;
- (f) Comply with all reasonable rules and regulations issued by the Authority from time to time relating to the Site;
- (g) Make good any damage caused to the Site to the reasonable satisfaction of the Authority;
- (h) Pay for all utilities and services consumed in connection with the Equipment;
- (i) Not make any alterations to the Site without the prior written consent of the Authority.

5. AUTHORITY'S OBLIGATIONS

5.1 The Authority shall:

- (a) Permit the Contractor to exercise the rights granted under clause 2.1 without interference;

- (b) Not deliberately damage or interfere with the Equipment;
- (c) Use reasonable endeavours to prevent unauthorized interference with the Equipment.

6. OWNERSHIP OF EQUIPMENT

- 6.1 The Equipment shall remain the property of the Contractor at all times.
- 6.2 The Authority shall not acquire any right, title, or interest in the Equipment.

7. REINSTATEMENT

- 7.1 Upon termination or expiry of this Site Arrangement, the Contractor shall:
 - (a) Remove the Equipment from the Site;
 - (b) Make good any damage caused to the Site by the removal of the Equipment;
 - (c) Restore the Site to its condition prior to the installation of the Equipment, save for fair wear and tear.
- 7.2 If the Contractor fails to comply with its obligations under clause 7.1 within thirty (30) days of the termination or expiry of this Site Arrangement, the Authority may carry out such work and recover the reasonable costs of doing so from the Contractor.

8. LIABILITY AND INSURANCE

- 8.1 The Contractor shall be responsible for all liabilities arising from the installation, operation, maintenance, use, and removal of the Equipment.
- 8.2 The Contractor shall maintain insurance as required under the Contract.

9. GENERAL

- 9.1 This Site Arrangement is supplemental to the Contract. In the event of any conflict between this Site Arrangement and the Contract, the Contract shall prevail.
- 9.2 No variation to this Site Arrangement shall be effective unless made in writing and signed by authorized representatives of both parties.
- 9.3 This Site Arrangement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

SIGNED by [NAME] for and on behalf of CONWY COUNTY BOROUGH COUNCIL:

SIGNED by [NAME] for and on behalf of [CONTRACTOR]:

APPENDIX 1: SITE PLAN

[INSERT SITE PLAN]