

Disclaimer

This is not a legally-binding document and is not for execution. It is intended purely to provide an overview of the kind of terms that might be included in any eventual final document and to serve as a basis for discussion and negotiation. Consequently, it is subject to change and might not reflect the terms of any such final document.

In issuing this document, Western Power Distribution ("WPD") makes no representation that it will execute any legally binding deed with the recipient of it and reserves the right to withdraw from discussions or negotiations without incurring any liability at any time prior to the execution and unconditional delivery by WPD of any such deed.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:
 - definitions of terms not defined above
 - rights granted or reserved
 - restrictive covenants
 - other covenants
 - agreements and declarations
 - any required or permitted statements
 - other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

8	The transferor transfers the property to the transferee	
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £ [] ([] pound[s] only) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input checked="" type="checkbox"/> Insert other receipt as appropriate: The transfer is made in consideration of the covenants on the Transferee's part contained in this Transfer.	
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee	
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:	
12	Additional provisions <u>Definitions:</u> "Accessway" means the land shown coloured green on the Plan. "Easement Strip" means the land two metres in width on each side of and including the [area coloured brown] [continuous brown line] shown on the Plan. "Plan" means the plan attached hereto. "Retained Land" means the remaining land of the Transferor contained within the Title Number [and the Other Title Number[s]] as at the date of this Transfer excluding the Property. "Rights" means the rights set out in clause 12.2 of this Transfer. "Roads" means until adoption by the appropriate body any roads carriageways footways verges pavements services strips service areas or footpaths now or at any time after the date of this Transfer constructed on the Retained Land linking the Property with the public highway and until constructed the intended site of such roads carriageways footways verges pavements services strips service areas or footpaths.	

- “Substation”** means the enclosure and building (if applicable) constructed or to be constructed on the Property within on or over which the Transferee’s electrical plant as defined by Section 64 of the Electricity Act 1989 are or will be situated.
- “Underground Electric Lines”** means the underground electric lines for transmitting electricity at a pressure up to [insert voltage] volts within the meaning of Section 64 of the Electricity Act 1989 and telephone signalling fibre optic cables lines inspection covers manholes joint boxes and all apparatus appertaining thereto.
- “Undertaking”** means the undertaking of the Transferee within its area pursuant to the Transferee’s distribution licence granted, or treated as granted, under Section 6(1)(c) of the Electricity Act 1989 (as amended, supplemented, novated or replaced from time to time), and each and every part of it.

12.1 In interpreting this Transfer:

- 12.1.1 Words importing the masculine and feminine shall be construed as importing any other gender;
- 12.1.2 Words importing the singular shall be construed as importing the plural and vice versa;
- 12.1.3 Any reference to a colour is to one on the Plan;
- 12.1.4 Any covenant by the Transferor or the Transferee not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;
- 12.1.5 Any reference to any legislative provision includes any subsisting re-enactment or amending provision;
- 12.1.6 The terms “Transferor” and “Transferee” shall include successors in title and where the Transferor comprises more than one party any obligations on the Transferor’s part shall be joint and several;
- 12.1.7 Any reference to “the Property” includes the Substation constructed on the Property (if any);
- 12.1.8 Where the Transferee installs or has installed more than one underground electric line reference to “the Underground Electric Lines” in this Transfer shall be to each and every underground electric line installed or to be installed (as appropriate).

12.2 Rights granted for the benefit of the Property

- 12.2 The transfer of the Property is made together with the benefit of the following rights in favour of the Transferee granted for the benefit of the Transferee and its Undertaking and which may be exercised by the Transferee and its employees agents contractors sub-contractors and licensees as are properly engaged in the Undertaking:

- 12.2.1 A right of way at all times and for all purposes in connection with the Undertaking with or without vehicles of any description over and along the Roads (if any) and the Accessway.
- 12.2.2 A right to park vehicles on the Roads (if any) and the Accessway (but not so as to obstruct the same nor cause any unnecessary congestion or inconvenience to other users thereof) at all times in connection with the exercise of the Rights by the Transferee.
- 12.2.3 A right to enter and be upon so much of the Retained Land as is necessary for the purpose of erecting and thereafter for the purpose of inspecting maintaining and repairing renewing rebuilding and supplementing the Property.
- 12.2.4 A right to lay retain maintain use and from time to time adjust repair alter relay renew supplement inspect examine test and remove the Underground Electric Lines:
- (a) in under or over the approximate position indicated by the [area coloured brown] [continuous brown line] on the Plan; and
- (b) in on or under the Accessway and Roads where applicable.
- 12.2.5 A right to enter onto and break up the surface of the Retained Land for the purpose of exercising the Rights referred to in clause 12.2.4 above.
- 12.2.6 A full right of subjacent and lateral shelter support and protection from the Retained Land and any buildings thereon to support uphold and maintain the Property and any of the Transferee's electrical plant and machinery on the Property and the Underground Electric Lines.
- 12.2.7 A right to the uninterrupted and unimpeded access of air to the Property over the Retained Land.
- 12.2.8 The benefit of any exceptions and reservations in favour of the Transferor or statutory undertakers or equivalent licensed bodies contained in any assurance of land formerly belonging to the Transferor and forming part of the Retained Land and/or the Property to lay and maintain the Underground Electric Lines.
- 12.2.9 The right to make noise and cause vibrations from the operation of the Substation on the Property without giving rise to any right for the Transferor to complain of any noise, vibrations, interference or nuisance and without giving the Transferor any right to compensation or any other claim against the Transferee **PROVIDED THAT** the Transferee operates the Substation in accordance with the relevant statutory requirements.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Rights reserved for the benefit of other land

None

12.3 Restrictive covenants by the Transferee

12.3 The Transferee covenants with the Transferor that it will observe and perform the following covenants for the benefit and protection of the Retained Land:

12.3.1 On every occasion that the Transferee enters onto the Retained Land in exercise of the Rights the Transferee will:

- (a) do so in accordance with any statute rule order instrument or regulation applicable thereto from time to time in force; and
- (b) where the Transferor has indicated its requirements by relevant and visible notices on the Retained Land comply with any reasonable health and safety or security regulations relating to the Retained Land provided that these do not in the reasonable opinion of the Transferee prejudice its Undertaking; and
- (c) exercise the Rights diligently; and
- (d) do as little damage as reasonably practicable in the exercise of the Rights and make good to the reasonable satisfaction of the Transferor as soon as reasonably possible any damage to the Retained Land or to the buildings trees hedges fences crops or livestock of the Transferor caused as a result of the exercise of the Rights and if for any reason such damage cannot be made good or if the Transferee so chooses it shall, in lieu of making good such damage, compensate the Transferor for the same.

12.3.2 Save where due to an act default or omission of the Transferor the Transferee will keep the Transferor indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Transferor by reason of any default or negligence on the part of the Transferee in exercising the Rights under this Transfer **PROVIDED THAT** the Transferor shall:

- (a) as soon as possible notify the Transferee in writing about any claims or potential claims or actions of which the Transferor becomes aware; and
- (b) permit the Transferee to have exclusive conduct of any matters arising under clause 12.3.2(a) above; and
- (c) take all necessary steps to mitigate its actual or potential loss arising out of or in connection with any matters arising under clause 12.3.2(a) above; and
- (d) not admit liability in respect of, nor settle or compromise any such action or claim without the consent of the Transferee.

For the avoidance of doubt the Transferee may at its own expense defend any such action or claim in the name of the Transferor.

Include words of covenant.

12.4 Restrictive covenants by the Transferor

12.4 The Transferor covenants with the Transferee that it will observe and perform the following covenants for the benefit and protection of the Property so as to bind the

Retained Land into whosoever hands the same may come but not so as to render the Transferor liable for any breach of this covenant occurring after it has parted with all interest in the Retained Land:

- 12.4.1 Not to do anything in or upon the Retained Land which will interfere with the exercise by the Transferee of the Rights or cause damage to the Property and/or the Underground Electric Lines or affect the electrical performance of the Substation and/or the Underground Electric Lines and in the event of such damage being caused to notify the Transferee immediately upon becoming aware of such damage.
- 12.4.2 Not without the prior written consent of the Transferee (such consent not to be unreasonably withheld or delayed) to excavate under or alter the level of the ground over nor construct or permit to be constructed any building structure or erection or plant or materials of any kind whatsoever over or within the Easement Strip other than any car parking roads footpaths buildings structures or erection marked on the Plan and low level landscaping.
- 12.4.3 Not without the prior written consent of the Transferee (such consent not to be unreasonably withheld or delayed) to plant any tree hedge bush coppice or wood within the Easement Strip **PROVIDED ALWAYS THAT** the Transferee shall be permitted to cut and/or remove any tree hedge bush coppice or wood within the Easement Strip if in the Transferee's reasonable opinion the electrical performance operation or safety of the Underground Electric Lines is or may be affected but for the avoidance of doubt this clause shall not apply to the planting of crops.
- 12.4.4 To keep the Transferee indemnified from and against all costs charges and expenses incurred or hereafter to be incurred in respect of the construction and adoption of the Roads (and any pipes drains mains channels gutters watercourses sewers wires cables laser optical fibres electronic data or impulse transmission communications or reception systems and all other conducting media save for the Underground Electric Lines thereunder).
- 12.4.5 Not to make any alterations or additions to the Retained Land that may interfere with the access of air to the Property.
- 12.4.6 Not to commence any action in nuisance in connection with the installation retention existence or proper operation of the Substation and/or Underground Electric Lines in accordance with the terms of this Transfer.
- 12.4.7 To keep the Transferee indemnified against all liabilities reasonably and properly incurred by the Transferee in respect of the Transferee having to carry out or comply with any obligations contained in any planning agreements including but not limited to an agreement pursuant to Section 106 of the Town and Country Planning Act 1990.
- 12.4.8 To comply promptly with and to indemnify the Transferee in respect of any breach or non-performance of any notice regulation or order of any government department local public regulatory or other authority or court imposed on

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

the Transferor affecting the Property and/or the Rights compliance with which is not the direct liability or responsibility of the Transferee.

12.5 Agreement and Declaration

The Transferor and the Transferee hereby declare and agree as follows:

- 12.5.1 A party which is not a party to this Transfer shall not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999;
- 12.5.2 The benefit of this Transfer is to run with the Undertaking and be attached to each and every part of it;
- 12.5.3 The burden of this Transfer is to run with the Retained Land and bind every part of it;
- 12.5.4 The covenants on the Transferee's part contained in this Transfer are given in consideration of the transfer of the Property and benefit the Transferor and constitute valuable consideration for the purposes of the Land Registration Act 2002 and the Land Registration Rules 2003;
- 12.5.5 They shall apply to the Chief Land Registrar for the entry of notice of the Rights on the Title Number [and the Other Title Number[s]]; and
- 12.5.6 Any dispute or difference arising under this Transfer between the Transferor and the Transferee shall be submitted to arbitration under the provisions of the Arbitration Act 1996 by an arbitrator appointed jointly by the Transferor and the Transferee or failing agreement an arbitrator nominated by the President for the time being of the Royal Institution of Chartered Surveyors (or his nominee) on the application of either party. If the arbitrator declines to act becomes incapable of acting or dies either party may apply to the President to make another nomination. The decision of such arbitrator shall be final and binding on the Transferor and the Transferee.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

[**EXECUTED** as a **DEED**)
 by the Transferor acting by two)
 Directors or a Director and Secretary)

Director

Director/Secretary

OR

EXECUTED as a **DEED**)
 by the Transferor in the)
 presence of:)

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:]

[**EXECUTED** as a **DEED**)
 by the Transferee by its Secretary as)
 authorised by the Board of Directors)

OR

SIGNED as a **DEED**)
 by the Transferee)
 acting by its Attorneys)

and)

under a Power of Attorney)
 both in the presence of:)

Signature of Witness:

Name (in BLOCK CAPITALS):

Address: , , ,
]

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.