

WESTERN POWER DISTRIBUTION

Guidance Note for New Connections Legal Process

We act for Western Power Distribution (“WPD”), the holder of an electricity distribution licence issued pursuant to Clause 6(1)(c) of the Electricity Act 1989 for the area in which your client’s property is located. WPD, as an electricity distribution network operator, operates the electrical distribution network infrastructure within this area.

This note has been produced to assist you and your client in dealing with WPD’s standard form documentation and procedures. We want to work together with you to ensure that there are no unnecessary delays in completing the transaction and that your client’s connection to the network happens as quickly as possible.

Your client, or its developer, has requested an electricity connection to WPD’s network. It is a condition of the connection agreement between WPD and your client that your client transfers or leases the substation site to WPD and/or grants to WPD by deed easements for access, ventilation and the installation, maintenance and repair of electric lines forming part of WPD’s network. This connection is being provided pursuant to the performance of a statutory duty and WPD is entitled to stipulate the terms upon which the connection is made.

Please be aware that WPD will not energise the electricity supply until it has secured ownership of and/or rights for its assets in a satisfactory form.

1. TITLE INFORMATION

1.1 We will carry out a Land Registry search against the plan attached to the draft deed of grant and/or lease and/or transfer, as appropriate (“the deed”) which shows the location of the substation site and/or easements. Where the land is registered we will obtain official copies of the registers of title, but will ask you to provide copies of all documents referred to. If the land is unregistered, please deduce full title to us as soon as possible.

1.2 Access to the substation site and/or easement land must be direct from a public highway. If this is not the case, then please provide evidence regarding how your client enjoys access to its land and confirm that those rights can be exercised without restriction by WPD.

1.3 If the access or cable easements cross land owned by a third party, it is likely that WPD will require the grant of rights directly from that third party in addition to and simultaneously with the deed from your client. This will usually be done by the third party being added as a party to the deed between your client and WPD, although alternatively a separate deed may be entered into between the third party and WPD.

Please confirm whether such third party is connected to your client or the development and if your client considers that the third party would be prepared to enter into this (or a separate equivalent) deed without delay. It is your client’s responsibility to arrange at its own cost the grant of all necessary third party rights to WPD.

1.4 If your client’s property is subject to a mortgage, then the consent of the lender will be required. Please confirm with your client whether they are currently entering into any new mortgage or charge which may be registered prior to completion of the deed, as consent will be required from that party as well.

Lenders usually have a standard letter of consent which provides consent to the deed. If they do not, then the lender simply needs to provide a letter on its company headed paper stating:

"We hereby consent to the [Deed of Grant/Transfer/ Lease] ("the Deed") entered into by [enter the Landowner's full names] and Western Power Distribution for [an electricity substation site/a cable easement] at [enter details of the Property].

We also consent to the registration of the Deed at the Land Registry".

If your client is transferring land to WPD then, in addition to the consent letter in relation to any easements, they will need to provide a Form DS3 (and any relevant ID form) duly signed before we can complete the transfer in relation to the substation site.

As you will appreciate, lenders can take several weeks to provide such consents/Forms so the earlier your client applies for the consent the sooner we will be able to complete the deed.

- 1.5 If your client's property is subject to other restrictions preventing dispositions, then you should ensure that the appropriate releases/consents are obtained promptly to avoid any delays on completion. Please note that in the case of a freehold transfer any restrictions must not carry forward and you will need to supply us with a completed form RX4.
- 1.6 If your client's property is subject to any restrictive covenants preventing WPD from using the substation site or easement land for its purposes, then you must obtain an appropriate release/variation.
- 1.7 If your client's property is affected by an existing lease WPD will require either that all of the tenants join in the deed or, if they are not willing to do so, that they sign a letter in the following format before we can complete the deed:

"I/We hereby consent to the [Transfer/Lease/Deed of Grant] ("the Deed") entered into by [enter the Landowner's full names] ("the Owner") and Western Power Distribution for cable easements at [enter details of the Property] and agree not to breach the covenants on the part of the Owner in the Deed.

I/We also consent to the registration of the Deed at HM Land Registry".

- 1.8 WPD relies on any development plan your client has submitted to them previously (or any revision agreed with WPD subsequently). If the development plan has changed (or if it changes while we are in the process of agreeing this deed, then you must notify us immediately so that we seek instruction from WPD as to whether this affects their requirements.

Please note that any failure to obtain necessary releases/consents will delay completion. This is likely to lead to increased costs for your client and a delay in connecting the property to the network.

2. THE TRANSFER / LEASE / DEED OF GRANT ("the DEED")

- 2.1 Once we have obtained a copy of the title to the substation site and/or easement land we will prepare and submit the draft deed to you for approval together with some brief enquiries, which please ensure are returned with replies as soon as possible as we are not able to complete without them.
- 2.2 The deed is a balanced draft and represents the minimum WPD requires to operate its network conveniently and efficiently. It is in a standard form used throughout WPD's operating areas and it should not be amended other than to make it specific to your client's property.

2.3 When reviewing the deed please bear in mind that WPD is not seeking a concession from your client. Your client has requested a connection to the network for their own benefit and in order for WPD to comply with its statutory obligations it must secure its assets in a satisfactory form.

Any attempt to make substantial changes to WPD's standard deed will delay completion which is likely to have cost implications for your client and delay the connection of the electricity supply.

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