

Grantor's Charter



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At SP Energy Networks we are committed to looking after a vast network of cables and substations, in order they continue to deliver electricity effectively and efficiently.

With the ever-growing demands being placed upon our network, we are planning ahead with a commitment to spend several billions of pounds in upgrades to the network.

We will continue to pioneer new innovations and use our expertise to help everyone rise to the challenges posed by the government's low-carbon targets.

We recognise that this work may impact you and your land, and it's important that we advise you on what you can expect from us.



Access To Your Land

From time to time, access onto your land will be required to inspect, maintain, repair, renew or replace our apparatus, in those circumstances;

- Vehicular access will not be made onto your property without prior notice except in cases of a fault or an emergency. Notice could be verbal or in writing.
- We will endeavour to provide 7 days prior notice for refurbishment or construction works, except in cases of a fault or an emergency.
- When 7 days notice is not practical contact will be made at the earliest opportunity and notice will either be in writing or verbally.
- Our employees and contractors will carry identification which will be shown on request.
- Where it is appropriate and you have requested, before taking entry a schedule of condition will be completed and a copy supplied to you.
- Access will be over agreed routes and any material deviations will be agreed with you before access is taken.
- Where it is necessary and reasonable to do so, we will mark or fence access routes.
- The number of works vehicles brought onto your land will be kept to the reasonable practicable minimum and will be appropriate for the task.
- Working access to your land will not be materially obstructed unnecessarily and we will discuss with you how to minimise the impact on your land.



- If we need to upgrade any access routes to facilitate our operations this will be agreed with you and be carried out at our expense.
- Gates will be left as they are found. Where requested, gates will be kept closed and where required, locked.
- We will place advertisements in the local/national press in advance of helicopters carrying out inspections of overhead lines. We will endeavour to avoid flying close to livestock and farm buildings, except in cases of a fault or emergency.
- You shall notify us in writing of any restrictions or issues relating to access to or from your property in order that we can both mitigate any potential damage.
- We will observe the current recommendations of the Government and any additional reasonable requests of the Grantor regarding maintenance of good bio-security.

Works On Your Land

In most cases access to your land will be for inspection patrols or routine maintenance which is unlikely to cause great inconvenience or physical damage. However, there will be times when it may be necessary to undertake more extensive works such as construction works, stringing of conductors or renewing insulators and fittings. From time to time remedial works to poles, steel towers and foundations may also be required. When such work is being carried out:

- During the planning stages of any project, access to your land may be required for a variety of surveys/site investigations. We will endeavour to agree access and provide advance notice of any such works.
- We will ensure that apparatus on your land will be constructed and maintained to the standard required by statute for a transmitter or distributor of electricity.
- Any new overhead lines will be constructed to or above the statutory minimum clearance level, after discussion with landowner.
- Works will be carried out in a safe manner in terms of the applicable Health and Safety Legislation.
- As far as it is practicable to do so, works will be planned to minimise unnecessary interference with farming, sporting, forestry and other land management operations.
- Where it is reasonable and necessary to do so, we will prior to commencing work, fence the areas of work required to avoid injury to or straying of livestock.

- Walls, fences or hedges belonging to you will not be removed without your prior consultation and agreement except in the case of an emergency. Where reasonable as a result of your request we will install temporary barriers prior to the removal of walls fences or hedges to prevent straying livestock.
- Dogs will not be brought onto your land.
- Particular care will be taken when operating on or near areas with applicable Statutory Restrictions which we have been notified of by you.
- All finds of fossils and archaeological remains will be reported to you and the appropriate authority. We will not claim ownership of any fossil.
- We will take reasonable steps to prevent damage or interference to fishing and sporting rights.
- Except in the case of a fault or an emergency, trees will not be lopped or felled without prior consultation. Felled trees will be left neatly on your land, chipped or if reasonable in the circumstances removed by agreement with the Grantor or their appointed representative.
- Working areas will be kept as clean and tidy as reasonably practicable. On completion of the works, surplus materials and rubbish will be removed from the property.
- We will comply with all relevant statutory obligations or restrictions which are applicable to SP Energy Networks in relation to work on your land.

Damage / Compensation



We will plan our work to avoid unnecessary disruption to your land management activities. Please communicate to us any known land management schemes, sensitive areas, proposed land developments, hazards any restrictions or issues which may impact upon access to our works on your land.

We will be responsible for making good physical damage to your land and/or settling any reasonable compensation claims for losses incurred arising from the construction, operation, inspection, maintenance or repair of our equipment on your land. If damage cannot be made good you will be compensated for the physical damage.

- We will take reasonable steps to prevent physical damage to your land and will be responsible for physical damage to your land directly caused by the actions of our employees, agents or contractors.
- Land drainage damaged as a result of our work will be made good within 5 years of our work. We must be notified of any damage within 5 years of the reinstatement works.
- Compensation will normally be paid for actual losses suffered by you for windblow damage occurring on your land within 5 years of any tree felling by us.
- If our activities on your land result in your non compliance with any statutory requirements or the condition of any funded land management scheme we will compensate you for any loss or penalties directly caused by our actions, provided you inform us in advance about any known statutory requirements or land management schemes.
- Walls, gates, fences or hedges damaged or removed to facilitate access will be replaced in an equivalent manner agreed with you.
- We will pay the reasonable and properly incurred fees of a professional agent retained by you to negotiate and settle a damage claim in accordance with the ScottishPower Fee Scale.
- Damage claims on provision of all the necessary information required by us from you will be dealt with promptly. Payment will normally be made within 28 days of us receiving written acceptance of any agreed level of payment from you.
- In the event of there being a failure to reach agreement on the compensation, an independent third party will be appointed in terms of the formal agreement between us.

Existing Apparatus

As part of our commitment to you we recognise that we will have an ongoing relationship whilst we have apparatus located on your land. If you have a query regarding the presence of apparatus and the impact on the use of your land please contact your local Wayleave Officer.

We will supply on request a plan of existing equipment and cables on or under your land.

Existing 11kV and 33kV overhead conductors should have a minimum height of 5.2 metres, however there could be instances where this is less. If you have any specific queries regarding the minimum height of conductors or if you think that the conductors are lower than this please contact us and we will arrange for this to be checked. If you are concerned about the physical impact of the conductors please contact your Wayleave Officer. Please consider the presence of overhead conductors across your land prior to the use of any machinery.

Where you wish to develop land or alter ground levels in the vicinity of the overhead line you should take guidance from Health and Safety Executive Guidance Notes including "GS6 – Avoidance of Danger from Overhead Lines". In addition you have a responsibility under the Electricity Safety Quality and Continuity Regulations 2002 (as amended), Health and Safety at Work Act 1974 (as amended) and Occupiers Liability (Scotland) Act 1960. If you have any queries regarding your responsibilities we recommend you seek advice.

Wayleave Payments

Guidance levels for Wayleave payments are the subject of discussion with the National Farmers' Unions Scotland, England and Wales, the Farmers' Union of Wales, the Country Land and Business Association and Scottish Land & Estates.

Payment rates are reviewed annually and are based upon the type and size of the structure and the classification of the land. Typically the rates consist of two elements:

- Rent – payable to the owner of the land
- Compensation – payable to the occupier for interference with land use.

Special rates are applied to various forms of intensive cultivation and additional payments are made for multiple lines. If you feel the wayleave payment does not adequately compensate you contact us and we will evaluate your case on an individual basis.

Details of current rent and compensation payments under the terms of the wayleave agreement are available from using the contact details in this leaflet.



Our Commitment

Overhead lines and underground cables maintained and operated by the licensed and regulated companies which form part of SP Energy Networks affect land owned and occupied by thousands of individuals.

The rights for this apparatus are often granted through a Wayleave Consent, which is a personal agreement between us and the Grantor or by a Deed of Servitude/Easement (a permanent right). These formal documents set out various rights and duties in the relationship between us and the Grantor. We are legally bound to comply with the terms of these formal agreements.

It is important to us to establish and maintain good relations with all of our Grantors and we are committed to dealing promptly with queries or issues about agreements with ourselves or works on the land of Grantors.

This document is not a legal document and does not confer any legally binding rights, duties or obligations. However, the Charter sets out guidance of our commitment to Grantors and has been prepared in consultation with the National Farmers Unions Scotland, England and Wales, Scottish Land & Estates, Country Land and Business Association. This Charter also covers nominated contractors acting on our behalf. We are responsible for and will ensure nominated sub-contractors are made aware of this Charter and abide by it.



The following pages cover:

- Access to your land
- Works on your land
- Damage/Compensation
- Existing Apparatus
- Wayleave Payments
- Communication/Contacts

Contact Us

Please call us if you have any questions or concerns about:

- Electric lines, cables or other apparatus on your land.
- Location of apparatus on land, especially if you are planning any works or development on your land near to our apparatus.

Safety – The consequences of any part of a machine coming within flashover distance of an overhead line can be extremely serious and may result in death. For safety information on the use of machinery or equipment in the vicinity of power lines please visit www.spenergynetworks.com/safety

To help us to maintain our records please notify us of any changes of ownership/occupation or change of use of the affected land.

For Scotland

Call 0845 301 0014

Email

wayleavesnorth@sppowersystems.com

Write to
Wayleaves
SP Energy Networks
55 Fullerton Drive
Cambuslang
Glasgow
G32 8FA

For England & Wales

Call 0845 030 3053

Email

wayleavessouth@sppowersystems.com

Write to
Wayleaves
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Wrexham Road
Pentre Bychan
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For more information visit www.spenergynetworks.co.uk/wayleaves

