

HEADS OF TERMS FOR THE ACQUISITION OF AN EASEMENT FOR UNDERGROUND ELECTRIC LINES

Date :
Customer :
Company :
Property :

1. The Customer requires a connection to the Company's electricity distribution network ("Network").
2. In order for the Company to connect the Customer to the Company's Network the Company requires an easement over the Property on the following heads of terms which are to be read in connection with the [attached] Guidance Note for New Connections Legal Process.
3. These heads of terms are not intended to create any legally binding obligations. They are subject to contract.
4. The documentation for the proposed easement may contain such further terms as the Company requires, including additional terms on matters that are covered in this document.

AGREED TERMS

1. PURCHASE PRICE

- 1.1 The purchase price will be £1.00 (one pound only), exclusive of any VAT that may be payable on the transaction.

2. RIGHTS TO BE GRANTED TO THE COMPANY

- 2.1 The deed of grant will grant the following rights for the benefit of the Company and its licensed undertaking over the Property:
 - (a) to lay, maintain, use, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove underground electric lines in the positions indicated on the plan to be attached to the deed and in on or under any roads;
 - (b) to enter onto so much of the Property as is reasonably necessary to:
 - (i) break open the surface of the land for the purpose of exercising the rights at paragraph 2.1 (a) of these Heads of Terms; and/or
 - (ii) gain access to/from the nearest public highway to/from the underground electric lines on the Property or on adjoining property;
 - (c) of subjacent and lateral shelter and support from the Property for the underground electric lines.

3. COVENANTS TO BE GIVEN BY THE COMPANY

3.1 The Company will covenant with the landowner to:

- (a) enter onto the Property and exercise the rights in accordance with applicable statutes or regulations;
- (b) comply with the landowner's health and safety and/or security requirements where the landowner has indicated the requirements by relevant and visible notices on the Property;
- (c) exercise the rights diligently;
- (d) do as little damage as reasonably practicable and to make good any such damage or compensate the landowner in respect of the same;
- (e) to indemnify the landowner on the Company's standard terms in respect of any default or negligence on the Company's part in exercising the rights under the deed.

4. COVENANTS TO BE GIVEN BY THE LANDOWNER

4.1 The landowner will covenant with the Company to:

- (a) not commence any action in nuisance in connection with the underground electric lines;
- (b) not interfere with the exercise of the rights or cause damage to the underground electric lines and to notify the Company immediately on the landowner becoming aware of any such damage;
- (c) not within 2 metres on either side of and including the position of the underground electric lines to:
 - (i) excavate, construct, or alter the level of the ground; or
 - (ii) plant trees, hedges, bushes, coppice or wood;
- (d) indemnify the Company in respect of:
 - (i) construction and adoption of infrastructure, including but not limited to roads, sewers and pipes;
 - (ii) the Company having to comply with any obligations contained in planning agreements.

Signed by

For and on behalf of the Company

Signed by

For and on behalf of the Customer