

Capitalised Wayleave Agreement

between

Scottish Hydro Electric Power Distribution plc

and



Select your closest wayleaves office:

[Grey input box]

Particulars of agreement

Name of line:

[Grey input box]

Owner

Full name:

[Grey input box]

Address:

[Grey input box]

Postcode:

[Grey input box]

Property:

[Grey input box]

8 Digit Grid Reference:

[Grey input box]

Entry date:

[Grey input box]

Owner's agent (if any)

Full name:

[Grey input box]

Address:

[Grey input box]

Postcode:

[Grey input box]

SWRPS Ref no:

For internal use only

[Grey input box]

Agent's Ref no:

[Grey input box]

Agreement no:

[Grey input box]

Poles/Stays/Underground Cables etc.	Quantity		Rate	Total Rate
		@		
		@		
		@		
		@		
			Total:	

@

@

@

@

Total:

[Grey input box]

IT IS HEREBY AGREED between SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC (hereinafter "the Company") registered in Scotland No. 213460 and having their registered office at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ and the OWNER (including their successors, executors and assignees), being the person or persons named in the foregoing Particulars of Agreement (hereinafter called "the Particulars") as follows:

1. The Owner consents to the Company installing and keeping installed, constructing, maintaining and operating the electric line(s) and works shown on the plan(s) attached (hereinafter "the Plan") and described in the Particulars (hereinafter "the Electric Lines"), on, under or over the property described in the Particulars ("the Property"), and that in exchange for the payment of the full consideration all as specified in the Particulars (which payment excludes any further payment due to the Owner in accordance with Conditions 6 to 8 hereof).
2. The Electric Lines shall be placed on, under or over the Property as near as may be on the route(s) shown on the Plan, but declaring that in the course of installation, the Company shall be entitled to apply such reasonable additions and deviations as may be identified by the Company, to take account of ground or other conditions prevailing on the Property.
3. The Owner grants to the Company all necessary facilities for the construction, installation, inspection, maintenance, adjustment, repairing, altering, replacing or removing of the Electric Lines and the carrying out of all work in connection therewith. Any employee of, or other persons authorised by the Company may enter on the Property at such time or times as necessary to carry out such works, but declaring that except in the case of emergency (when no notice shall be required), the Company shall give not less than 5 working days notice of their intention to carry out works of construction, installation, maintenance, adjustment, repairing, altering, replacing or removing to said Electric Lines.
4. The Electric Lines shall be constructed, maintained and worked by the Company in accordance with the provisions of the North of Scotland Electricity Order Confirmation Act, 1958, the Electricity Act, 1989 and/or any statutory modifications thereof and Statutory Instruments and Regulations made thereunder or applicable thereto and for the time being in force. The Electric Lines shall remain the property of the Company.
5. Without prejudice to Clause 7 hereof, the Company shall, as soon as reasonably practicable, make good all damage caused to the Property by the exercise by the Company of the rights hereby granted and that to the satisfaction of the Owner acting reasonably, and where such damage cannot be made good, shall agree full compensation with the Owner or, any of the tenants and occupiers (if any) of the Property in respect of any such damage.
6. The Company shall indemnify the Owner and occupier of the Property and any other person deriving title from the Owner or occupier against all loss, injury and damage caused to the Owner, occupier and such person and to their property by reason of or in consequence of the existence of the Electric Line on, under or over the Property except insofar as any such loss, injury and damage may be due to or caused by the wrongful act, neglect or default of the Owner, occupier or such other person. In the event of there being any damage or injury to the Property, the Owner or their foresaids, the Owner shall take all reasonable steps to minimise their losses, damage and expenses.
7. On giving not less than 5 working days notice, (except in an emergency) to the Owner or his representative, the Company may fell, lop or cut any tree or other vegetation which is, or is likely to obstruct or interfere with the installation, maintenance or working of the Electric Lines, and shall pay reasonable compensation to the Owner for any tree so felled.
8. In the event of any dispute arising between the parties in relation to the amount or value of any compensation payable hereunder, then such dispute shall be referred to the Lands Tribunal for Scotland (acting as an arbiter) for determination in accordance with the provisions of the Lands Tribunal Act 1949 or any statutory modification thereof. Any other disputed matter hereunder shall be referred to an independent surveyor (or such other equivalent professional given the nature of the dispute) appointed in default of agreement by the parties by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors or his deputy as appropriate, which independent expert shall act as an expert and not as an arbitrator and the decision of such expert shall be binding on the parties.

Signature of or for the Owner:

(Please also sign the attached plan)

Date:

Signature for the Company:

Date:

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