

between

Scottish Hydro Electric Power Distribution plc

and

Select your closest wayleaves office:

Particulars of agreement

Name of line:

Owner

Full name:

Address:

Postcode:

Property:

8 Digit Grid Reference:

Entry date:

Owner's agent (if any)

Full name:

Address:

Postcode:

SWRPS Ref no:

Agent's Ref no:

Agreement no:

For internal use only

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

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

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").
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 consents to and hereby 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. 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. No compensation shall be payable to the Owner for any tree or other vegetation so felled, lopped or cut.
6. Any 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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