

SHEPD guide to Assignment of connection agreements

This guide is designed to give you, the customer, an overview of Scottish Hydro Electric Power Distribution PLC's ("SHEPD") Assignment process for connection agreements. If your connection agreement is with Southern Electric Power Distribution PLC please refer to SEPD guide to Novation of Connection Agreements.

In this guide we refer to the current party to the connection agreement as the "Contracted Party" and to the third party to whom the connection agreement is proposed to be assigned as the "Proposed Contracted Party".

What is an Assignment

The Assignment document provides for the transfer of the Contracted Party's rights and obligations under the connection agreement to a third party. Assignment of a connection agreement should **not** be confused with an assignment in security, which is required where the rights under the connection agreement are assigned to a funder as security for borrowing. Further information on the process for assignment in security can be obtained by contacting commercial.contracts@sse.com

Considerations before completing an Assignment

In some circumstances it may not be possible for SHEPD to consent to an Assignment or the granting of the Assignment may be delayed until other arrangements are dealt with to our satisfaction. For example;

- There may be other agreements that would also need to be assigned or novated.
- There may be security arrangements that need to be addressed.
- There may be outstanding issues with the connection.

If you are aware of any of the above, we recommend you contact your contract manager (commercial.contracts@sse.com) before populating the template yourself.

Please note:
The Assignment is not legally binding until it is signed by all 3 parties.

Who do I contact if I have any questions?

commercial.contracts@sse.com



Scottish & Southern
Electricity Networks

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Populating an Assignment

You can complete the Assignment template below and return 3 original hard copies signed by the Contracted Party and the Proposed Contracted Party to SHEPD at the address below

SCOTTISH HYDRO ELECTRIC POWER
DISTRIBUTION PLC
Commercial Contract Managers
SSE Training School,
Ruthvenfield Way,
Inveralmond Industrial Estate,
Perth, PH1 3AQ

Please be aware that you will need the following information for both the Contracted Party and the Proposed Contracted Party in order to complete the template:

- Name/Company Name
- Address/ Place of business/ Company Registered Office (as applicable)
- Contact details (Name, Tel No., E-mail)
- Company Number(Where Applicable)



Request an Assignment

Alternatively, you can contact our Commercial Contract Managers team and they will draft the Assignment for you.

Email: commercial.contracts@sse.com

In order to action an Assignment SHEPD will require written consent from the Contracted Party to confirm they wish to assign their Connection Agreement. The written email or letter must include the following information of both parties:

- Name/Company Name
- Address/ Place of business/ Company Registered Office (as applicable)
- Contact details (Name, Tel No., E-mail)
- Company Number (Where Applicable)

SHEPD will produce 3 copies of the Assignment and provide these to the Contracted Party. It is the Contracted Party's responsibility to sign and arrange to have the Proposed Contracted Party sign and return the Assignations to SHEPD.

Upon receipt of **3 signed original** hard copies of the Assignations, SHEPD counter signs and updates their system records. The Assignment is completed when the Assignations are signed by SHEPD. SHEPD will return two signed Assignations to the Contracted Party and the Contracted Party, must forward one to the new Proposed Contracted Party.

Please note: The Assignment is not legally binding until it is signed by all 3 parties.



Who do I contact if I have any questions?

commercial.contracts@sse.com



Scottish & Southern
Electricity Networks

Dated

tick if a company

AND

tick if a company

AND

Scottish Hydro Electric Power Distribution Plc

ASSIGNMENT AGREEMENT

Relating to
A Connection Agreement for

REF

THIS 5; F99A9BH is made BETWEEN:

(1)

(2)

(3) **SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC** a company registered in Scotland (registered number SC 213460) with its registered office at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ (“SHEPD”).

WHEREAS:

A.

and SHEPD are parties to a Connection Agreement

for a connection to

(the “**Connection Agreement**”).

B.

wishes to assume the rights and obligations of under the Connection Agreement and the parties to this Agreement have agreed to this upon the terms set out below.

IT IS HEREBY AGREED AS FOLLOWS:

1. Acceptance of liability by

accepts the liabilities of under the Connection Agreement arising before, on or after the date hereof and agrees to perform all the duties and to discharge all the obligations of under the Connection Agreement arising before, on or after the date hereof and to be bound by all the terms and conditions of the Connection Agreement in every way as if were named in the Connection Agreement ab initio in place of .

2. Acceptance of liability by SHEPD

SHEPD agrees with effect from the date hereof to perform its obligations under the Connection Agreement and to be bound by the terms and conditions of the Connection Agreement in favour of _____ in every way as if _____ were named in the Connection Agreement ab initio in place of _____

3. Release by SHEPD of _____

With effect from the date hereof SHEPD releases and discharges _____ from the performance of the obligations of _____ under the Connection Agreement arising before, on or after the date hereof and from all claims and demands whatsoever arising out of or in respect of the Connection Agreement before, on or after the date hereof.

4. Release by _____ of SHEPD

With effect from the date hereof _____ releases and discharges SHEPD from the performance of SHEPD's obligations under the Connection Agreement arising before, on or after the date hereof and from all claims and demands whatsoever arising out of or in respect of the Connection Agreement before, on or after the date hereof.

5. Miscellaneous

The terms and conditions of this Agreement represent the entire agreement between the parties relating to the assignment of the Connection Agreement and except as specifically amended by this Agreement all the terms and conditions of the Connection Agreement remain in full force and effect.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts.

In witness whereof this Agreement consisting of this and the preceding two pages have been executed as follows:

<p>Signed for and on behalf of</p> <p>.....</p> <p>Director/Authorised Signatory</p> <p>Name:.....</p> <p>Place:.....</p> <p>Date:.....</p>	<p>In the presence of:</p> <p>.....</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>Date:.....</p>
<p>Signed for and on behalf of</p> <p>.....</p> <p>Director/Authorised Signatory</p> <p>Name:.....</p> <p>Place:.....</p> <p>Date:.....</p>	<p>In the presence of:</p> <p>.....</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>Date:.....</p>
<p>Signed for and on behalf of</p> <p>Scottish Hydro Electric Power Distribution PLC</p> <p>.....</p> <p>Director/Authorised Signatory</p> <p>Name:.....</p> <p>Place:.....</p> <p>Date:.....</p>	<p>In the presence of:</p> <p>.....</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>Date:.....</p>