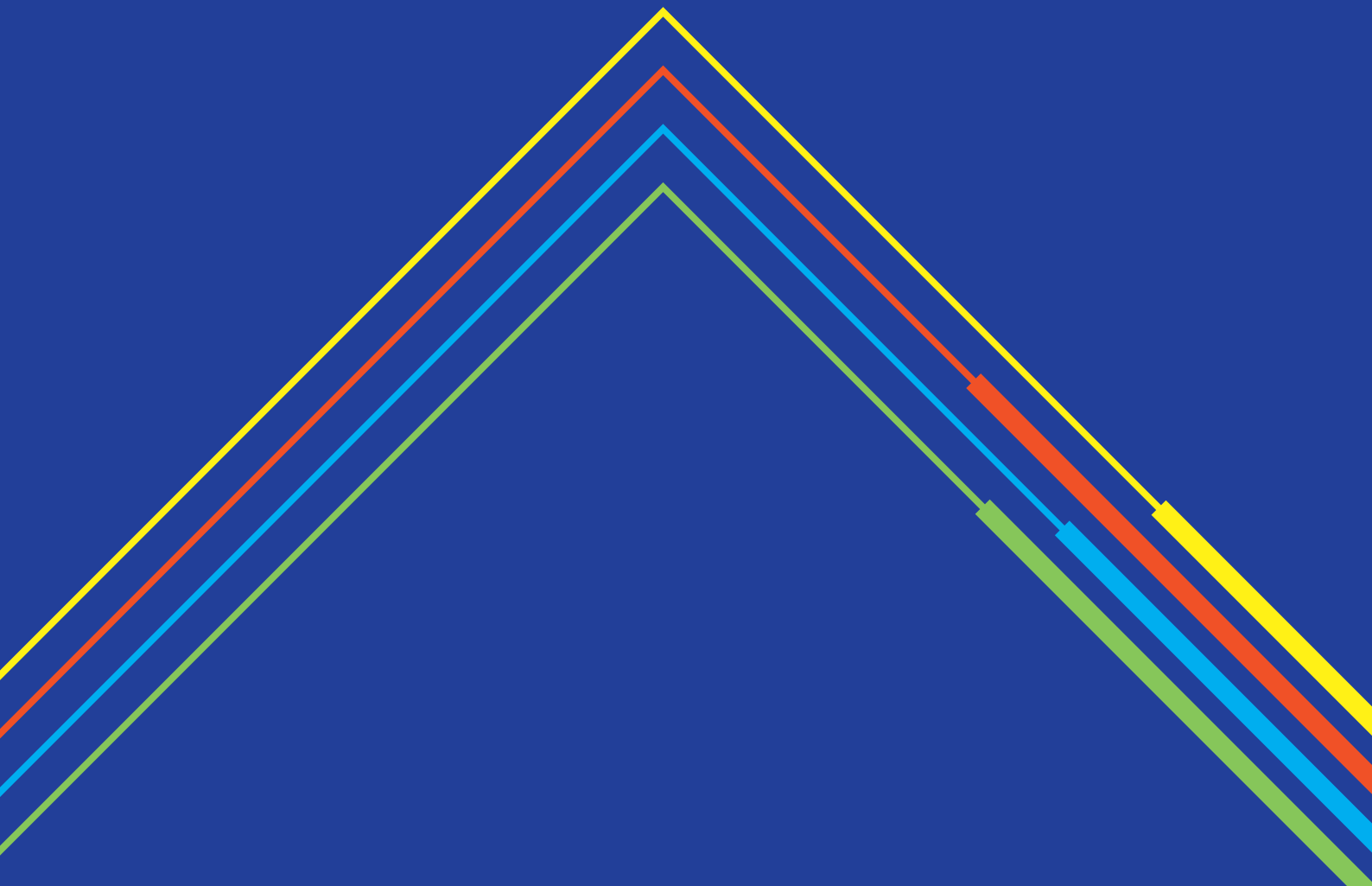


Electricity Transmission Property  
**Guidance note on the use  
of National Grid Electricity  
Transmission Land**

Appendices

Version 01 | July 2024



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# Appendix 1

## Glossary of terms

Term	Definition
<b>Business separation</b>	Ofgem licence requirements that are represented by a series of rules defining how engagement between group businesses can take place and a code of conduct that is there to ensure our monopoly businesses do not exploit their dominant position to gain an unfair commercial advantage in other competitive markets.
<b>Brownfield land</b>	Land that has been previously developed.
<b>Connection Agreement</b>	A signed contract between National Grid ESO and a connection customer.
<b>Connection Customers</b>	Electricity generators or demand customers connecting to the electricity transmission or distribution system.
<b>Connection site</b>	The point on the electricity system at which a connection customer connects (e.g. a substation). They may be owned by National Grid or a Distribution Network Operator.
<b>Development Consent Order (DCO)</b>	A Development Consent Order (DCO) is the means of obtaining permission for a development categorised as a Nationally Significant Infrastructure Project (NSIP). This includes energy, transport, water and waste projects.
<b>Deed of Grant</b>	The document which grants an Easement which is executed as a deed and should be registered at the Land Registry in order to ensure that future owners of the land adhere to it.
<b>Distribution Network Operator (DNO)</b>	These companies operate the local electricity distribution systems across the UK.
<b>Easement</b>	An Easement is a right to use another person's property. This could be the grant of access rights for installing and maintaining infrastructure equipment on private land in exchange for a one-off payment to the landowner or a right to use an accessway. An easement can be granted in a deed of grant or, where the easement relates to a lease of land, the easement can be contained in the Lease.
<b>Electricity System Operator (ESO)</b>	The ESO is part of National Grid and operates the electricity transmission system in England, Wales and Scotland.
<b>Electricity Transmission Property</b>	Electricity Transmission Property is a department within National Grid that is responsible for managing the non-operational estate and for dealing with any enquiries from developers regarding the use of this land.
<b>Environmental Net Gain</b>	An approach to development that leaves both biodiversity and the environment in a measurably better state than before by improving the condition of, and ecosystems services that flow from, our natural assets.

<b>Term</b>	<b>Definition</b>
<b>Environmental Value</b>	A combination of both biodiversity and natural capital values.
<b>E Permit</b>	The system for requesting physical access to National Grid's non-operational land.
<b>HV Compounds</b>	The operational compound containing high-voltage (HV) electrical equipment.
<b>Interface Agreement</b>	An agreement which documents the basis on which a third party can retain equipment within an operational substation.
<b>Lease</b>	A deed by which one party conveys land or property to another for a specified time, usually in return for a periodic payment.
<b>Licence</b>	A personal permission to do something on land owned by another including temporary occupation, tree felling or other works required.
<b>Lift and Shift Clause</b>	A clause enabling the landlord (or grantor) to require the tenant (or grantee) to relocate its plant and equipment. The clause usually deals with notice which must be served, the cost of relocation and conditions to such relocation.
<b>Market Value</b>	The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (International Valuation Standards Council 2020)
<b>Non-operational land</b>	The land owned by National Grid that is not currently used by the operational business; for example the land outside the operational fence of a substation.
<b>National Grid Electricity Transmission plc (NGET)</b>	This is the part of National Grid that owns and maintains the electricity transmission system in England and Wales.
<b>Natural Capital</b>	Natural capital is a way of thinking about nature as a stock that provides a flow of benefits to people and the economy. It consists of natural capital assets – such as water, forests and clean air.
<b>Ofgem</b>	The Office of Gas and Electricity Markets (Ofgem) regulates National Grid and the other companies which run the gas and electricity networks. It takes decisions on price controls and enforcement, acting in the interests of consumers and helping the industries to achieve environmental improvements.
<b>Operational land</b>	The land owned by National Grid that is used by the operational part of the business; for example the land within the operational fence of a substation.
<b>Option agreement</b>	A legal contract between a landowner and potential purchaser or tenant of a site. The option holder has the opportunity of purchasing or acquiring a right over the land from the landowner at an agreed price within a fixed time frame, once the terms within the option have been met.
<b>Planning permission</b>	Formal permission from a local planning authority for the use, erection or alteration of buildings or similar development.
<b>Plant protection</b>	A service providing guidance and support to developers who are planning to undertake works near to National Grid assets.

<b>Term</b>	<b>Definition</b>
<b>Permitted Development Rights</b>	<p>National Grid has the benefit of using permitted development rights under Part 15 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (GPDO) which means that they do not require planning permission for works undertaken pursuant to these rights.</p> <p>These rights have been bestowed specifically on National Grid as a statutory undertaker and should not be used by other developers.</p>
<b>Premises</b>	The land which is conveyed or leased pursuant to a Lease.
<b>Rent Deposit Deed</b>	A deed between a landlord and a tenant pursuant to which the tenant deposits monies with the landlord which the landlord can use to remedy breaches of the tenant's obligations under a Lease. The monies deposited with the landlord are returned at the end of the lease less any deductions the landlord has been required to make.
<b>Root Protection Area</b>	A root protection area is a layout design tool indicating the minimum area around a tree deemed to contain sufficient roots and rooting volume to maintain a tree's viability, and where the protection of the roots and soil structure is treated as a priority.
<b>Reinstatement Bond</b>	A financial deposit made to a landowner by a developer to cover the costs of land reinstatement at the end of the project's lifetime should this be required.
<b>Right of way deed</b>	A deed in which a party is granted a right of way over a private access road, usually subject to a payment towards its maintenance and repair.
<b>Succession rights</b>	These are statutory rights for the children or grandchildren or other close relatives of a tenant to take over a tenancy on the death or retirement of that tenant.
<b>Wayleave</b>	A right over land granted by a landowner in exchange for payment and typically for purposes such as the erection of overhead equipment.

# Appendix 2

## Easement process for connection customers: Terms and legal requirements

This appendix document contains more detailed information for connection customers regarding the process for securing an easement over National Grid surplus land.

National Grid can enter into an option to grant an easement if a connection customer requires the security of knowing that an easement is secured. However, a connection customer can also move straight to an easement if preferred (provided they have already satisfied all of the conditions which would have been contained in the option agreement and have finalised construction information).

To assist developers in understanding the process and National Grid's requirements this appendix contains three sections as follows:

**Section one** - Overview for developers requiring an easement

**Section two** - Frequently asked questions (FAQs) relating to the key legal terms and requirements:

- **Part A:** Option;
- **Part B:** Easement.

### Section one

#### Overview for developers requiring an easement

##### Process

In the majority of cases the developer will need to carry out site investigations and secure a number of consents before they are in a position to commit to the easement. In order to accommodate this the legal package provides for the following option and easement process, although developers can proceed direct to easement if required:

##### 1. Option Agreement

- **Option period:** 18 month option period to carry out site investigation and obtain consents, although the option period can be longer in certain circumstances (e.g. where a later connection date has been secured).
- **Extensions:** the option period can be extended by 12 months if (a) planning decision is outstanding; (b) programme impact due to National Grid key milestone connection dates being altered.
- **Terminable:** the option is terminable if the developer's bilateral connection agreement is terminated.
- **Option Fee:** an option fee is payable. A further option fee is payable if the developer requires an extension.
- **Option Notice:** : 2 months' notice must be given before exercising the option. This is so that an engineer can be scheduled to supervise the works however a shorter period may be agreed between the parties subject to availability.

## 2. Site Investigation

- The developer may need to access the proposed option strip during the Option Period to undertake due diligence and survey work. However, access is controlled and the developer must apply for an E-Permit for access.
- The E-Permit application must be submitted at least 15 working days before access is required and the developer must comply with National Grid's terms and conditions for access.
- If the developer wishes to undertake intrusive investigations, then they must agree the RAMS and enter into separate survey Licence and a separate fee is payable. This applies if the surface of the ground is broken.

## 3. Pre-Notice Conditions

The developer must satisfy the following conditions prior to service of the option notice:

- submission of a technically competent connection application together with the fee and having received a clock start date from National Grid or the Distribution Network Operator
- evidence of satisfactory planning permission for the cable works (or evidence that it is not required)
- evidence of planning permission for the development
- evidence that the consent has been obtained from the owners of all third-party infrastructure crossed or affected
- the Construction Information (listed in paragraph 4 below) has been reviewed and acknowledged as satisfactory by National Grid
- confirmation that a National Grid engineer will be available on the work start date (if required for the works)

If the developer wishes to proceed straight to easement, then it must evidence that the above are satisfied before the Deed of Grant is entered into.

## 4. Construction information

Construction information must be submitted and not objected to by National Grid. This must be done before the easement is granted. The following construction information must be submitted to National Grid for review:

- environmental impact evidence and reports demonstrating the impact of the works upon the Environmental Value of National Grid's land. The developer must demonstrate either that there is no impact upon biodiversity or that any impact is compensated (which may be through mandatory biodiversity net gain pursuant to the planning consent relating to the works on National Grid's land). The works must also include reinstatement/restoration works if the developer's works impact upon the biodiversity of National Grid's land;
- submissions and substantive correspondence with the Local Planning Authority; Local Highway Authority;
- final form:
  - o specification of the works which includes any reinstatement requirements to mitigate and compensate for environmental impact;
  - o risk assessment and method statement;
- Land Registry compliant plan;
- timetable for the works which includes the agreed Work Start Date;

- site traffic management plan; arboriculture impact assessment and habitat management plan approved;
- all consents (including consent from the owners of third party infrastructure).

National Grid will comment or confirm that the information is satisfactory. The information needs to be submitted **10 weeks** before the developer wishes to exercise the option / enter into the Deed of Grant so as to give the parties time to review and finalise the Construction information.

Once the construction information has been finalised and acknowledged as satisfactory, then the option notice can be served or the Deed of Grant entered into (if the developer wishes to go straight to easement).

The construction information is annexed to the Option and the Deed of Grant and the works must be carried out by the developer in accordance with the construction information.

## 5. Pre-Completion Conditions

Once the option notice has been validly served, the developer must satisfy the following conditions prior to completion of the Deed of Easement.

- entry into a connection agreement with National Grid or the Distribution Network Operator;
- provision of an agreed form schedule of condition;
- receipt of a work start date through the E-Permit system

Again, if the developer wishes to proceed straight to easement then these conditions must be satisfied before the Deed of Grant is entered into.

## 6. Easement

- **Term:** typically 30 to 40 years depending on the length of your project.
- **Easement Payment:** this must be paid on completion of the deed of grant.
- **Construction:** the cable must be constructed in accordance with the construction information within 12 weeks of the date of the easement. As laid drawings must be provided within 20 working days of laying the cables.
- **Environmental liability:** the developer is not responsible for historic contamination. However, it is responsible for any contamination it causes or exacerbates.
- **Termination:** the easement can be terminated if it's no longer in use, if the completion notice is not served within 15 weeks or the as laid drawings are not provided within three months or if the connection agreement is termination.
- **Reinstatement:** the easement strip must be returned, reinstated (i.e. cable removed) restored and (if applicable) remediated. Compensation must be paid for habitats lost or adversely affected by the works (unless it is paid through the planning permission).

## Heads of terms

The key terms are contained in the National Grid standard heads of terms which can be supplied upon request to bona fide interested parties.



## Section two

Frequently asked questions (FAQs) relating to the key legal terms and requirements

### Part A: The Option (if required by the developer)

#### 1. How long is the option for?

The option is typically for an initial period of 18 months, although can be longer (e.g. where the customer's connection date is later than 18 months).

#### 2. Is the option conditional?

The pre-notice conditions (listed at paragraph 3) must be satisfied prior to service of the option notice which includes the finalisation of the construction information (listed at paragraph 4). The pre-completion conditions (listed at paragraph 5) must be satisfied prior to completion of the easement.

This is required to ensure that our land is used for developments which are capable of both being developed and connecting into the grid. This applies whether the developer is connecting into a National Grid substation or into a Distribution Network Operator substation.

#### 3. Can I extend the option agreement?

Yes, subject to paying an additional option fee. The maximum extension is for 12 months and can only be requested if:

- the developer is awaiting determination of a planning application or planning appeal (and any judicial review); or
- if National Grid unilaterally alters the key milestone connection dates impacting the developer's programme.

#### 4. Can I extend the option agreement again?

No. A developer can seek a new option agreement, but any such agreement would be on National Grid's prevailing terms at the time.

#### 5. Why do you want to review my planning application?

If the planning application includes our land, then National Grid needs to review any application before it is submitted.

As we are a regulated body we need to ensure that any planning permission which includes National Grid land does not:

- adversely affect our reputation;
- put us in breach of our statutory or Licence holder obligations under the Electricity Act;
- give rise to liabilities unless we have received an indemnity or other suitable security in respect of all potential liabilities to our satisfaction, acting reasonably;
- bind our retained land;
- oblige us to donate or use our retained land.

The above are considered "Unacceptable Conditions" to National Grid.

## 6. Will you enter into a planning agreement if it is a condition of planning consent?

We will enter into planning agreements if required to facilitate the planning consent but only in our capacity as landowner and if in a form approved by us. They must not contain any commitments on the part of National Grid (i.e. they do not contain any Unacceptable Conditions as detailed above).

## 7. How is the land identified?

Any works to be carried out on National Grid land need to comply with our usual plant protection requirements as well as be in a location / route approved by us.

In the case of easements, ideally the option area would be the easement land required (i.e. the cable run plus the working strip either side) however we understand that the final route may not be known until after planning. If this is the case, then the option area will be wider but the final route must be agreed and plotted before the easements are granted.

It is the developer's responsibility to survey and investigate the land in order to identify whether it is suitable for your needs and whether it crosses any other apparatus which may require protection and/or consent. We will need to see that the owners of that apparatus have expressly consented to the works. No warranty is given by us as to the suitability of the option area and the developer must rely upon its own investigations (see question 15 below).

## 8. What information is required?

Before the deed of grant is entered the documentation detailing what and how works are going to be accessed and carried out need to be reviewed by National Grid and they must be in a non-objectionable form. The content of the documentation is ultimately the responsibility of the developer to deliver and therefore we will not approve the developer's documents. However, if we have a reasonable objection then the documents must be modified to accommodate such objection and be resubmitted for review.

We would expect to see:

- the environmental impact evidence and reports
- submissions and substantive correspondence with the Local Planning Authority; Local Highway Authority
- the final form:
  - specification of the Works which includes any reinstatement requirements to mitigate and compensate for environmental impact;
  - risk assessment and method statement;
- Land Registry compliant plan showing the location of the Easement Strip;
- timetable for the Works which includes the agreed Work Start Date;
- the site traffic management plan; arboriculture impact assessment and habitat management plan approved;
- all Necessary Consents (including for the avoidance of doubt any Necessary Consents in respect of Third Party Infrastructure).
- any other information we reasonably require.

The above information is known as the construction information.

Four weeks before completion of the deed of grant or lease you will be required to produce a schedule of condition which we will need to approve. This is to document the condition of the land and the standard to which it needs to be reinstated. This includes any land in which cables will be laid and may include any defined access routes. This is one of the pre-completion conditions (listed at paragraph 5)

## 9. How much notice is required to exercise the Option?

Given the typical nature of National Grid's non-operational land and its proximity to operational substations any works must be supervised. The option is exercisable on two months' notice in order to enable the relevant security arrangements to be put in place for the commencement of the works. A SAP must be available where there are works which could impact upon National Grid's operational land or apparatus. Developers must ensure that they discuss any programming requirements at an early stage with National Grid's land agents.

## 10. Can we start works early?

No works will be permitted until the lease or deed of grant is completed and until the agreed works start date. Once completed works can commence in line with the construction information as set out above. This is so that we have certainty of location and protection of the works being carried out on our retained land interest.

## 11. Can I assign the option to another developer?

Yes. However, we have to ensure that we do not prejudice our Licence. As such we need the right to refuse consent to assign if:

- the assignment would or is likely to adversely affect National Grid's reputation;
- the developer is likely to put National Grid in breach of its statutory/Licence holder obligations;
- the assignee has not entered into a connection agreement and (if connecting into a National Grid substation) an interface agreement to enable the ongoing operation of the premises;
- the assignee is not of sufficient covenant strength to comply with the terms of the lease/easement (including reinstatement) and any environmental works that National Grid and the developer agree are required.

If the control of the developer changes during the option agreement, we do require the developer to notify us as we need to ensure that we liaise with the right party from a technical perspective to the construction information.

## 12. Can my funder take an assignment of the option if required?

The option agreement contains the ability to assign the option to a funder without consent provided that they are a bona fide funder of the project and they:

- are not a 'prohibited entity' (i.e. a party which is not reputable; adversely affects the Grantor's reputation, not based in the UK, could put National Grid in breach of its statutory obligations as a Licence holder under the Electricity Act) and entering into the documentation with the funder does not have a material adverse impact upon us;
- the funder can enter into the connection agreement and (if connection is to a National Grid substation) an interface agreement on or before the date of the deed of grant;
- are of sufficient financial standing to comply with the obligations in the relevant document; and
- the funder enters into a direct deed of covenant or novation with us in a form we approve acting reasonably. The developer would need to pick up this cost.

## 13. When does the option agreement come to an end?

If a valid option notice is not received by 4pm on the last day of the option period or the developer notifies us that they do not wish to exercise the option, then the option agreement comes to an end.

Additionally, we can terminate if any of the milestones are not met by the completion date, if a satisfactory planning permission is refused and the developer does not submit an appeal/resubmit within six weeks or if the connection agreement or Interface agreement is terminated.

#### **14. How do I know the land is suitable for my use?**

We do not give any warranty that the premises are suitable for use or that there is room for the cable through the existing infrastructure. The developer must satisfy itself that the premises are suitable. Surveys are permitted subject to obtaining an E-Permit in order to gain access. However, if intrusive works are required then a Licence will need to be entered into as well and a separate Licence fee is payable.

Upon taking access for surveys the developer will be responsible for ensuring the land is secured and compensating any occupier (e.g. if the land is subject to a grazing Licence). The developer will also need to ensure that they do not interfere with any other wayleaves/easements.

#### **15. What about contamination?**

The developer is not responsible for any historic contamination however if they cause contamination and/or exacerbate existing contamination then they will be liable and will need to remediate. If on a site by site basis there are specific remediation actions that are required before any works can be carried out then these will be discussed with you separately and the proposed method for carryout the works and any remediation will be agreed.

#### **16. Why do you need the right to relocate the option area?**

National Grid may need to realign or relocate the access route and/or easement strip (e.g. in order to comply with its regulatory requirements or to enable a substation expansion to accommodate more connection customers, such as the developer).

If this occurs, then we will work with you as to the new location of the option area (acting reasonably) and the revised option area will abut up to the relevant substation (although its boundary may have changed).

#### **17. Why do you need to know if the shareholding in the developer is sold during the option period?**

If during the option period, the shareholding changes in the developer then we need to be notified in writing. This is because we work closely with developer and their technical team to agree construction information (i.e. what and how the developer will install cables and equipment), which is a prerequisite to taking the deed of grant/lease and starting on site. We therefore need to inform our technical team so that they communicate with the right people and so that the process is not delayed.

## Part B: The deed of Grant/Easement

### 18. Why do I need an easement when I have to enter into an interface agreement?

The deed of grant governs the cable easement up to the security perimeter of the substation. The land inside the security perimeter of the substation is known as the 'connection site' and the rights for the cables in that area will be governed by the relevant 'interface agreement' which will be with National Grid or the Distribution Network Operator (depending on who is the operator of the substation). The interface agreement does not identify specific assets given the proximity to the connection point and the number of assets in the vicinity. However outside of the connection site it is imperative that designated easement strips are identified so that the land can be efficiently used for the benefit of the maximum number of developers.

### 19. Do the cables need to be in a specific location?

Yes. The extent of the easement strip will be identified on a plan and attached to the deed of grant.

The location of the cable is subject to formal approval by National Grid via the Use of National Grid non-operational land process, to be obtained before entering into the option agreement. The option area needs to reflect the final position and a wide option area will not be acceptable as we need to ensure that our landholdings can accommodate as many connection customers as possible. The final position of the cable needs to be within the option area and documented before the deed of grant is entered into.

### 20. Are there restrictions on what can be installed in the easement strip?

Developers will need to agree in the heads of terms what apparatus they wish to install in the easement strip (e.g. the cables, manhole covers, markers etc.). These will then be specified in the deed of grant and no further apparatus will be permitted. This is to ensure that our landholdings can be used efficiently for all developers and suitable protections can be included. Developers are requested to engage early with us to discuss their requirements.

If apparatus is to be located under an access route then additional reinforcement works will be required.

### 21. Is the access included in the deed of grant?

Developers will usually be given a right to access the easement strip over such roads as may be determined by National Grid from time to time. The access route is not usually identified on a plan. If there is no suitable existing access route, developers may be required to construct one. Any access routes must be shared in common with other users. We must reserve the right to realign the access route if one is designated on a plan. However, we will always ensure that an access to the easement strip is maintained so that the rights can be exercised in accordance with the terms of the deed of grant. If an access route cannot be identified, the developer may need to access the easement strip via its adjoining landholdings (and not through National Grid's land).

### 22. Can the cables be installed before entering into the deed of grant?

As stated above, this is not permitted as the deed of grant contains the necessary provisions governing the carrying out of the works.

### **23. How will the working space required for installation be provided for?**

During the initial construction phase (which is typically a maximum of 12 weeks) developers will be permitted an additional area (typically up to three metres) either side of the easement strip to lay the cables.

After construction access rights for inspection, maintenance etc. must be exercised over the easement strip.

If an additional laydown area is required then, subject to there being land available, we may be able to grant a temporary laydown Licence. An additional fee will be payable in relation to the Licence which will be determined by reference to the duration required.

### **24. Are there any restrictions on how the works are carried out?**

The installation works must be carried out in accordance with the construction information approved before the date of the deed of grant (see above regarding the option agreement requirements) and this will be appended to the deed of grant.

### **25. Are there any restrictions on when the works are carried out?**

Developers must be accompanied by National Grid qualified personnel for works within the operational compound. Works within non-operational land must be carried out within 12 weeks of the date of the deed of grant or the Works Start Date (if different). This is required so that we can manage other developers' programmes where they might also need to carry out works.

Developers must serve a completion notice within 15 weeks of the date of the deed of grant notifying us that the construction works have been completed and must provide as laid drawings of the cables/apparatus within three months of the date of the Completion Notice or if earlier six months from the date of the deed of grant. This is crucial to enable us to record accurately the location of live apparatus and manage other developers and their works and particularly given our regulated obligations pursuant to the terms of our Licence under the Electricity Act.

Given the importance of this information the deed of grant does contain a termination right if the information is not provided (although please note the comments below regarding funder protections).

### **26. Do you have vacant possession of the land?**

In some instances, the land in which the easement strip is located will be let on an agricultural tenancy or subject to a grazing Licence. The land might also have wayleaves/easements or other interests crossing the land. The deed of grant will be subject to these interests and in carrying out works/exercising rights the developer needs to ensure that they do not interfere with these rights. Additionally, if any compensation is payable to any tenant, then the developer will be responsible for the cost as this is not factored into the deed of grant payment.

Where there is a specific occupier, we will provide the developer with details.

### **27. Will the easement be permanent?**

No it will be for a term of years commensurate with the project which will benefit from the easement (typically 30 to 40 years).

### 28. Is there a payment?

Yes, a one-off payment will be payable upon entering into the deed of grant which is determined by the length and width of the easement strip required and the market value of the land. The payment is non-refundable.

The developer will also need to be responsible for our legal and agents fees.

### 29. Can the deed of grant come to an end earlier than at the end of the term?

Yes, if:

- the developer is in breach of its obligations in the deed of grant;
- the connection agreement is terminated – the cables must be used for connection to a substation (either National Grid or the Distribution Network Operator) as this is important in terms of the use of our landholding in the vicinity of the substation;
- the cables are not used for 24 months or longer – again, we need to ensure that the land is being used efficiently and not being wasted;
- the Completion Notice and as laid drawings are not provided in requisite timescales – for the reasons stated above regarding the importance of knowing that the works are completed and the precise location of the apparatus. The parties can also terminate by mutual agreement.

### 30. Is there any protection for my funder?

If a funder is a party to the deed of grant, then they will have express rights to step in in the event of a breach.

If the funder is not a party to the deed of grant but the developer notifies us of a bona fide funder (please note the criteria in the option agreement regarding a funder) then they will be notified before steps are taken to terminate and will be provided with an opportunity to step in and remedy the breach.

### 31. What happens on termination?

When the deed is terminated all apparatus must be removed and the land must be reinstated to no worse condition than the schedule of condition which is produced in the four weeks before the easement completion (see Option above). The cable will need to be removed as we need to ensure that other connectees can use the land to access the substation. If the developer has caused or exacerbated any contamination then they will need to remediate the land.

### 32. Can I assign my easement?

As the deed of grant is an easement it will run with the project land which has the benefit of the deed of easement provided that the assignee or transferee:

- enters into a direct deed of covenant;
- has entered into a connection agreement and (if the substation is a National Grid substation) an interface agreement;
- will not put National Grid in breach of its statutory/Licence holder obligations;
- does not cause operational risk to the grantor and/or affect the integrity of the grantor's land or the equipment in it.

A restriction on title must be entered onto the title of the project land to ensure that these obligations are complied with. This will ensure that the owner of the project land will be liable for the reinstatement of the cable (and other obligations in the deed).

### **33. Can an easement be entered into with a Distribution Network Operator?**

If the developer knows who the Distribution Network Operator is, we can grant the easement to the Distribution Network Operator instead of the developer. However, we will need the same protections, including the obligation to remove the cable upon termination. This is so that other developers can use the land. If the Distribution Network Operator cannot agree to these terms, then the deed of grant must be a tripartite deed so that the developer complies with the obligations.

If the Distribution Network Operator is not known we will agree to enter into an obligation to enter into a tripartite agreement on terms acceptable to us acting reasonably, at the developers cost and provided that our position is not adversely affected and/or our liabilities increased.

### **34. Why do you need the right to relocate my Cable?**

National Grid may need to realign or relocate the access route and/or service media (e.g. in order to comply with its regulatory requirements) or to expand the substation to accommodate new customers, such as the developer.

If this requires the relocation of a developer's cable then they will be required to do this subject to a mechanism for determining the appropriate alternative location and with suitable notice to enable the works to be carried out. Any such works are at the developer's cost.

### **35. Can you cross the easement strip once we have laid our cable?**

National Grid must reserve the right to cross the easement strip with other cables subject to protective measures to protect the developer's cable. This flexibility is required so that we can manage the land effectively to maximise the number of developers that can connect into the substation.

The deed of grant will however contain the usual protections as to not erecting or planning anything on the easement strip that would damage the cables so that the developer is protected.

### **36. What happens if we disagree?**

If there is a dispute in relation to the deed of grant then we have provided that either party can refer disputes to arbitration so that any matters can be resolved swiftly.



# Appendix 3

## Policy and guidance links

The Electricity Safety, Quality and Continuity Regulations (ESQCR) 2002.

**The Electricity Safety, Quality and Continuity Regulations 2002 (legislation.gov.uk) <https://www.legislation.gov.uk/uksi/2002/2665/contents/made>**

Design Guidelines for Development near Pylons and High Voltage Overhead Power Lines

**Development near overhead lines\_0.pdf (nationalgrid.com) <https://www.nationalgrid.com>**

National Grid's commitments when undertaking works in the UK: Our stakeholder, community and amenity policy

**<https://www.nationalgrid.com/uk/electricity-transmission/document/81026/download>**

Third party guidance for working near National Grid electricity transmission equipment

**<https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/working-near-our-assets>**

Energy Networks Association (ENA) TS 43-8

**<https://www.ena-eng.org/ena-docs/Index?Action=ViewDetail&EID=99969&PEID=95721>**

British Standard BS EN 50341-1:2012 Overhead Electrical Lines exceeding AC 1kV

**<https://shop.bsigroup.com/ProductDetail/?pid=000000000030260571>**

HSE Guidance Note GS6 (Avoiding Danger from Overhead Power Lines)

**<https://www.hse.gov.uk/pubns/gs6.htm>**

HSG 47 (Avoiding Danger from Underground Services)

**<https://www.hse.gov.uk/pubns/books/hsg47.htm>**

British Standard BS 5837:2012 Trees in relation to design, demolition and construction - Recommendations

**<https://beta.bathnes.gov.uk/sites/default/files/2020-01/BS5837%202012%20Trees.pdf>**

National Grid Electricity Transmission 2021-2026 - Environmental Action Plan

**<https://www.nationalgrid.com/electricity-transmission/document/136551/download>**

# Appendix 4

## Schedule of Application Fees

Compulsory Steps (to be paid at the beginning of the process)		
Step 1-6 including Step B of Use of NGET Land Process	Cable Easement only	Access Land Rights
<b>Description</b>	Any connection customer who requires a cable only connection to a National Grid or DNO assets, and requests an easement within the Non-Operational Land.	Access over NGET land to third party development.
<b>Example</b>	Off site wind or solar farm with cable only on NGET land	Access along NGET road
<b>TOTAL</b>	<b>£8,813</b>	<b>£8,293</b>

Optional Steps (to be paid on completion)			
Assignment or Adoption by the DNO	Cable Only	Variations	Cable only
	All		All
<b>Description</b>	Cable covered by an existing option or easement where the grantee wants to assign to another party.	<b>Description</b>	Variation to a Option for a Cable Easement
<b>TOTAL</b>	<b>£1,256</b>	<b>TOTAL</b>	<b>£ 4,452</b>

The figures provided are estimates and exclusive of VAT. National Grid and their suppliers reserve the right to charge an increased amount if matters become prolonged or more complicated than initially anticipated or the developer wishes to amend a legal agreement post completion. The amounts will be subject to an annual review.

# Appendix 5

## Use of NGET Land Process – Step 3 to 4 Checklist

**Why:** Projects have moved too quickly into Step 4 in the past, often without the appropriate level of information or some necessary rights missing (fibre, drainage access). At Step 3 some developers have not fully specified what rights they need over NGET land. This has caused additional work for those involved in Step 4.

**Purpose:** To ensure that when projects are reaching Step 4 Technical Assessment, an appropriate level of information is provided by the developer. This will reduce the number of enquiries stuck in Step 4 and speed up the approval of those projects that get into Step 4.

A certain level of information is required from the developer as part of the developer design prior to NGET commencing Step 4 Technical Assessment review.

**Action:** At this stage, the developer works up their design taking account of the constraints identified through their own due diligence and from the desktop land review carried out at Step 2. The developer can attend a site visit with an engineer to look at general layout which should consider all the potential land constraints. The developer will be asked to provide further information prior to progressing to Step 4. Checkpoints:

- Name of NGET Customer Account Manager
- Connection Date.
- Known point of connection – Yes / No (If yes, include a plan).
- Plan showing the proposed cable route (including how you propose the cable will be accessed and evidence that the DNO has been consulted on the cable route)
- Cable design / layout.
- Schedule of crossings and any diversions of existing equipment that may be required.
- Proposed construction methodology - I.E Open Cut, Horizontal Directional Drill, etc...
- Proposed cross section drawings.
- Plan showing temporary works including access, contractor compounds, material store etc.
- List of surveys and status [complete, to do ...] including: ecological, archeologic, vegetation, topographical, GPR, drainage surveys, soil investigations.
- Details of planning application and status.
- Evidence of interactions / conversations with parties that the requested rights cross or interfere with (DNOs, Gas pipes, other connection customers, Openreach, Vodafone, etc...). Including their acceptance of the proposed crossing or strategy for dealing with / mitigating the crossing.
- Arboriculture Impact Assessment if HDD is being proposed.
- Evidence of compliance with the 'Environmental Impact Restoration and Compensation Principles for Third Party Customers policy'.

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