

<u>VOLTAGE</u>	<u>ASSOCIATED with SUBSTATION ACQUISITION</u>	<u>LOCATION / DEVELOPMENT TYPE</u>	<u>CIRCUIT TYPE</u>	<u>NORMAL LAND RIGHTS DOCUMENT</u>	<u>COMMENTS / CONSIDERATIONS</u>
LV	NO	RESIDENTIAL/ HOUSING	u/g or o/h	TERMED WAYLEAVE	Payment is typically a nominal £1. Easement over £3k. Assumes only LV assets being installed
LV	YES	ANY – mainly RESIDENTIAL/ HOUSING	u/g or o/h	FREEHOLD / LEASE	Cables/lines form part of wider land acquisition doc
LV	NO	OTHER LOAD / GENERATION	u/g or o/h	TERMED WAYLEAVE or EASEMENT	Easement over £3k. ANNUAL WAYLEAVE ok if landowner choses this agreement type
HV	NO	RESIDENTIAL/ HOUSING	u/g or o/h	EASEMENT	Termed Wayleave is only an option in highway sections due to be adopted
HV	YES	ANY – mainly RESIDENTIAL/ HOUSING	u/g or o/h	FREEHOLD / LEASE	Cables/lines form part of wider land acquisition doc
HV	NO	OTHER LOAD / GENERATION	u/g or o/h	TERMED WAYLEAVE or EASEMENT	Easement over £3k. ANNUAL WAYLEAVE ok if landowner choses this agreement type
EHV (33kV or 66kV)	NO	ANY	u/g or o/h	EASEMENT	If Land Owner is also Customer (i.e. not a tenant) a Termed Wayleave can be used
EHV (33kV or 66kV)	YES	ANY	u/g or o/h	FREEHOLD / LEASE	Note – many sites need no lease if NGED CB in Customer room and not feeding others
132kV	NO	ANY	u/g or o/h	EASEMENT	No exceptions. Applies whether NGED customer is landowner or tenant
132kV	YES	ANY	u/g or o/h	FREEHOLD / LEASE	Note – most 132kV metered sites need NGED land acquisition as NGED compound needed

NEW CONNECTIONS – LAND RIGHTS (EASEMENTS v WAYLEAVES) FOR NEW NGED CABLES & OVERHEAD LINES

NOTES

1. THE ABOVE ARE ILLUSTRATIVE EXAMPLES ONLY OF TYPICAL SITUATIONS. The list is not exhaustive and the 'Normal Agreement' types shown assume a typical situation without complications. Often site-specific factors may alter the type of land rights document NGED obtains and in certain situations an Easement may be warranted instead of a Wayleave to cater for those factors.
2. NGED will balance the land rights it requires against network risks and other factors such as speed and cost of completing documents and its licence obligation to operate and develop an economic and efficient network for electricity distribution.
3. **TERMED WAYLEAVE:** Means a Wayleave for 99 years (or if specific circumstances justify it, a lesser term to be agreed) in exchange for a one off consideration between £1 and £3k.
4. **EASEMENTS:** NGED requires EASEMENTS (instead of Termed Wayleaves) in the situations listed in the table or where the consideration is over £3k or if specific site risks warrant this (below £3k).
5. **SOLICITORS:** Wayleaves are simple Licence agreements and not registered against a land Title. Landowners or their agents are normally able to sign wayleaves without reference to a conveyancing solicitor, making for an efficient process. NGED will consider whether the use of a Termed Wayleave is still appropriate in cases where legal conveyancing is necessary or whether an Easement should be acquired instead.
6. The above is only applicable for NEW NGED ASSETS RELATING TO NEW CONNECTIONS
7. **MIXTURE OF ASSETS:** Where a site has a mixture of assets or voltages, NGED would look to secure one agreement and the agreement type would be chosen on basis of the highest voltage or risk (e.g. a development site where an Easement is secured to underground an 11kV overhead line but that also has LV mains to be laid, should be secured on an Easement).
8. **SIDE LETTER AGREEMENT:** NGED recognises that circumstances will arise where terms have been agreed for an Easement, Transfer or Lease, but there is no possibility of the document being completed in time for a customer's connection. With this in mind, NGED has developed a document called the *Side Letter Agreement, which*, in certain circumstances, can be used to enable a connection to proceed in advance of completion of a deed of grant, transfer or lease. The process relating to use of the Side Letter Agreement is described in Standard Technique: EW1H.