

SCHEDULE FIFTEEN

TRANSMISSION INTERFACE AGREEMENT

DATED _____ 20 []

[]

- and -

[]

TRANSMISSION INTERFACE AGREEMENT

Relating to the installation and operation of Transmission Assets of one party on
the property of the other party at an Interface Point

I N D E X

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THIS DEED OF AGREEMENT is made on the day of 200[]

BETWEEN

- (1) **[Insert name of Relevant Transmission Licensee]** a company registered in [] with number [] whose registered office is at [] (“X”, which expression shall include its successors and/or permitted assigns); and
- (2) **[Insert name of Relevant Transmission Licensee]** a company registered in [] with number [] whose registered office is at [] (“Y”, which expression shall include its successors and/or permitted assigns)

WHEREAS

Certain assets and facilities of the Parties are to be installed on property title to which is vested in the other and connected to the transmission system of the other and this Agreement is entered into by the Parties to give effect to appropriate arrangements in respect of such assets, the use of such assets and facilities and the connection.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

Unless the subject matter or context otherwise requires or is inconsistent therewith, terms and expressions defined in Section J of the System Operator Transmission Owner Code have the same meanings, interpretations or constructions in this Transmission Interface Agreement and the following terms and expressions bear the following meanings:-

“Assets”

those assets listed in Schedule 1 (including any plinths or other structures (excluding buildings) to or upon which the same are affixed and to or upon which no assets of any other person are affixed and any straps, bolts or other such things for attachment thereto) as any of the same may be Modified pursuant to this Agreement where Part 1 lists those belonging to [X] and Part 2 lists those belonging to [Y];

“Emergency Personnel”

in relation to a Party, all employees of that Party who have appropriate knowledge and experience and are recognised by that Party as being able to carry out competently and safely emergency action for the purposes of clause 9;

“Facility Asset”

those assets listed in Schedule 4 where A Part One and Part Two are assets provided by [X] to [Y] and B Part One and Part Two are assets provided by [Y] to [X];

“Land”

the land described in Schedule 2 where Part 1 is land owned by [X] and Part 2 is land owned by [Y];

“Location Managers”	[];
“Modification”	any alteration to or replacement of a Party’s Assets pursuant to clause 3.1 of this Agreement and “Modify” and “Modified” shall be construed accordingly;
“Party”	each person for the time being and from time to time party to this Agreement and any successor(s) in title to, or permitted assign(s) of, such person;
“Permitted Purpose”	means the maintenance, inspection, testing, removal, operation, modification or repair of that Party’s Assets;
“Relocation Proposal”	a proposal by one Party to the other pursuant to sub-clause 5.1 for the relocation of a Party’s Assets;
“Right of Access”	full right and liberty during the currency of this Agreement to enter upon and through and remain upon any part of the other Party’s Land (including where relevant any land over which a Party [has a right of servitude, wayleave or similar right – <i>Scotland</i>] [enjoys an easement-

England and Wales] which benefits that Party's Land and the use of which is necessary by the other Party to enable it to exercise the Right of Access hereby granted) PROVIDED to the extent necessary for a Permitted Purpose and subject to the provisions of clause 5;

“Services”

In the context of Clause 8, the goods and services specified in Schedule 5 where A Part One and Part Two are provided by [X] to [Y] and B Part One and Part Two are provided by [Y] to [X];

“Site Specific Safety Rules”

the rules, procedures or current arrangements for and relating to safety co-ordination across boundaries (to permit work to or testing on the System of one of the Parties which, for this to be done safely, requires isolation and/or other precautions on Plant and/ or MV and/or LV Apparatus whether at, adjacent to or remote from the location of the work or testing) which the Parties mutually agree to use their best endeavours to formulate as soon as possible after the date of this

Agreement and on the basis that any dispute as to their content shall be resolved in accordance with the provisions of Clause 10;

“Transmission Interface Site” [];

“Transmission Interface Site Specification” the Transmission Interface Site Specification entered into by the Parties pursuant to the STC and dated [];

In this Agreement:-

- (i) unless the context otherwise requires all references to a particular clause, sub-clause, paragraph or Schedule shall be a reference to that clause, sub-clause, paragraph or Schedule in or to this Agreement;
- (ii) the table of contents and headings are inserted for convenience only and shall be ignored in construing this Agreement;
- (iii) references to the words “include” or “including” are to be construed without limitation to the generality of the preceding words;
- (iv) unless there is something in the subject matter or the context which is inconsistent therewith, any reference to an Act of Parliament or any Section thereof or Schedule thereto, or other provision thereof or any instrument, order or regulation made thereunder shall be construed at the particular time as including

a reference to any modification, extension, replacement or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from the relevant Act of Parliament; and

- (v) references to the masculine shall include the feminine and references in the singular shall include the plural and vice versa and words denoting natural persons shall include companies, corporations and any other legal entity and vice versa.

2. RIGHT TO INSTALL AND RETAIN ASSET

- 2.1 Subject to sub-clause 5.1, each Party hereby grants to the other the right to install and thereafter retain and replace as provided in this Agreement its Assets on the other's Land in such places as are currently proposed (subject to such variations between the date hereof and the actual date of installation as may be agreed to by the Party on whose Land the Assets are to be installed) and such right shall extend to any Modified Assets. The Party owning the Land shall maintain any shelter and/or support enjoyed by the other Party's Assets at the date of this Agreement or when relocated on that Land in accordance with clause 5 and grants to the other Party a Right of Access for the purpose of the maintenance, inspection, testing, removal, operation, modification or repair of any of that Party's Assets.

3. MODIFICATIONS REPLACEMENTS AND ALTERATIONS

- 3.1 A Party (the "requesting Party") may at its own expense replace or alter any of its Assets provided that:-

- 3.1.1 the replacement Assets or the Assets as so altered:-

- (i) are placed in the same or approximately the same position;
- (ii) fulfil the same or a similar purpose;
- (iii) can, where relevant, be accommodated in and on existing buildings or structures;
- (iv) do not require additional or improved facilities or services from the other Party (the “Receiving Party”);
- (v) do not restrict the actual and intended use of the Receiving Party’s Land and any equipment thereon or therein to any materially greater extent than the Assets so replaced or altered; and
- (vi) are either of the same or a similar or smaller size or the alteration is effected substantially within the space occupied by such Assets to enable the Assets to be used up to their full capability; and

3.1.2 prior written notification has been given to the Receiving Party.

3.2 If any replacement or alteration permitted by clause 3.1 shall require minor alterations or works to the existing buildings or structures housing or supporting the Asset in question, such alterations or works may be carried out (with the prior written approval of the Receiving Party (such approval not to be unreasonably withheld or delayed)) but at the cost of the Requesting Party.

3.3 To the extent that any of the conditions of clause 3.1 are not in the reasonable opinion of the Receiving Party met in relation to any replacement or alteration, the Receiving Party may by notice in writing

require the Requesting Party promptly to remove such replacement or alteration and, if it fails to do so, may remove the same itself at the cost and expense of the Requesting Party. On such removal, the Requesting Party may reinstate the Assets so replaced or altered.

- 3.4 A Party shall, if considering moving, replacing, or altering any of its Assets, give due consideration as to whether it shall be operationally practicable, desirable and reasonably economic to move such Assets to (or place the replacement or altered Assets on) its own property.
- 3.5 For avoidance of doubt it is hereby agreed that any dispute between the Parties regarding this clause shall be determined in accordance with the provisions of Clause 10 of this Agreement.

4. SECURITY AND COMPLIANCE WITH STATUTES etc

- 4.1 Each Party undertakes to maintain and provide security in relation to the Assets in accordance with the arrangements set out in Part I of Schedule 3.
- 4.2 Each Party shall procure that, as between the Parties, all reasonable and necessary steps are taken, as and when necessary or desirable, in co-operation with the other Party (and, so far as applicable, with any third party), to ensure compliance with the provisions (each such provision or part thereof being in this clause 4 an "Obligation") of:-
- (i) all statutes and Directives applicable to any Assets and/or any part (including the whole) of the Land;
 - (ii) any statute or Directive which may affect any other property (of whatever nature) of either Party as a result of the existence, nature, location, or manner of operation of any Assets; and

- (iii) any statute or Directive requiring the reporting of any occurrence relating to or affecting any Assets and/or Land (including the Reporting of Injuries Diseases and Dangerous Occurrence Regulations 1985 and the Regulations).

4.3 Each Party shall, so far as it is aware of the same, unless it has reasonable grounds for believing that the other Party possesses the information, keep the other Party informed of all matters relating to any Obligation or potential Obligation and/or the extent to which such Obligation may be applicable.

4.4 In the event of any dispute as to responsibility, as between the Parties, pursuant to clause 4.2, for compliance with an Obligation, that responsibility shall be allocated, so far as practicable, on the basis that:-

- (i) each Party shall refrain from taking or permitting any act or omission which would prevent compliance with an Obligation; and
- (ii) positive action required in relation to a Party's property as a consequence of the existence, nature, location or manner of operation of that property or any other property of that Party shall be the responsibility of that Party, and, to the extent that such action is required in respect of or affecting any property of the other Party (or property of a third party located in or on that other Party's Land), such action may be taken with the prior approval of that other Party (such approval, subject to (i) above, not to be unreasonably withheld or delayed).

4.5 The provisions for safety co-ordination between the Parties contained in Part II of Schedule 3 shall apply.

5. RELOCATIONS

5.1 At any time and from time to time during the term of this Agreement, either Party (the “Requesting Party”) may with the prior written consent of the other Party (the “Receiving Party”) (such consent not to be unreasonably withheld or delayed) require the Receiving Party to relocate any Assets either to a different location on the Requesting Party’s Land or to the Receiving Party’s Land or a third party’s land, such consent to be sought and given or refused in accordance with the following procedure:-

5.1.1 The Requesting Party shall serve a written notice on the Receiving Party, which notice shall specify:-

- (a) the Assets which the Requesting Party wishes to be relocated;
- (b) the reasons for such wish;
- (c) the proposed new location for such Assets; and
- (d) the timing of the carrying out of such relocation.

5.1.2 The Receiving Party shall within one month of receipt of any such notice (or such longer period as shall be reasonably necessary) serve a counter notice stating:-

- (a) whether or not in its reasonable opinion such Relocation Proposal is acceptable to it;
- (b) if the Relocation Proposal is not acceptable to the Receiving Party, the grounds for such opinion and the terms of any alternative proposal (the “Alternative

Relocation Proposal”) covering so far as relevant the matters referred to in items (a) - (d) of clause 5.1.1 which would be acceptable to the Receiving Party; and

- (c) in respect of the Relocation Proposal (if accepted) or of any Alternative Relocation Proposal, the costs likely to be incurred in connection with considering the Relocation Proposal or the Alternative Relocation Proposal and effecting the said relocation of the Assets and the proper and reasonable costs of relocating any other equipment that may be necessary as a result of the relocation of those Assets and any consequential losses including payments to third parties incurred as a result of the relocation of those Assets and the proposed manner and timing of payment of the same by the Requesting Party.

5.1.3 If within one month of the date of such counter notice (or such longer period as shall be reasonably necessary) the Requesting Party has not withdrawn the Relocation Proposal and the Parties have not agreed upon it or the Alternative Relocation Proposal (if any) or a variation of either of them (such agreement to include agreement on the costs referred to in item (c) of clause 5.1.2) the matter shall be dealt with in accordance with Clause 10.

5.2 Upon approval or settlement of any Relocation Proposal, Alternative Relocation Proposal or variation thereof pursuant to clause 5.1, the Receiving Party shall (conditionally upon it being able to obtain all necessary licences and consents which it will use reasonable endeavours to do) relocate or procure the relocation of the relevant

Assets as quickly as reasonably practicable (having regard to, amongst other things, technical and operational requirements and to the availability of all necessary licences and consents).

- 5.3 The Requesting Party shall render all reasonable assistance to the Receiving Party in connection with such relocation licences and consents and pay to the Receiving Party all costs referred to in item (c) of clause 5.1.2 as agreed or settled pursuant to clause 5.1 provided that all reasonable endeavours are used to minimise such costs and in the event that a Relocation Proposal is withdrawn or consent thereto is reasonably withheld pursuant to clause 5.1, the Requesting Party shall pay to the Receiving Party all costs reasonably incurred by the receiving Party in connection with considering the Relocation Proposal and any counter notice.
- 5.4 Such of the provisions of this Agreement as are appropriate and relevant (including the provisions of this clause 5), shall continue to apply to any relocated Assets.

6. REMOVALS

- 6.1 In the event that there shall cease to be a Transmission Interface Specification relating to the Assets each Party shall [disconnect itself from the others [transmission system] and shall remove its Assets from the other Party's Land within [] or such longer period as may be agreed by the Parties. .
- 6.2 Where a Party (the "Failing Party") is obliged to remove any Assets from the other Party's Land, under this Clause 6, and fails to do so in accordance with the relevant provisions, (whether they be contained in this clause 6, clause 3 or clause 5) the other Party shall be entitled to

remove the Failing Party's Assets to land belonging to the Failing Party and the Failing Party shall provide all reasonable assistance to enable the other Party safely so to do and shall pay and reimburse to the other Party all costs and expenses reasonably incurred by the other Party in so doing.

7. RIGHTS OF ACCESS

- 7.1 A Right of Access includes the right to bring on to the Land such vehicles, plant, machinery and maintenance or construction materials as shall be reasonably necessary for the Permitted Purpose.
- 7.2 A Right of Access given to a Party may be exercised by any person, including third party contractors, reasonably nominated from time to time by that Party. To the extent (if any) that any particular authorisation or clearances may be required to be given by a Party and the procedures for giving and obtaining the same are not for the time being stipulated in arrangements made pursuant to clause 7.3, the same shall be given within a reasonable time from the date of the request therefor, save in the case of emergency in which case it shall be given without delay.
- 7.3 A Party shall procure that all reasonable arrangements and provisions are made and/or revised from time to time, as and when necessary or desirable, to facilitate the safe exercise by it of any Right of Access with the minimum of disruption, disturbance or inconvenience to the other Party. Such arrangements and provisions shall provide for the other Party to have the right to make directions or regulations from time to time in relation to a specified matter. Matters to be covered by such arrangements and/or provision shall include:-

- (i) the identification of any relevant Assets;
- (ii) the particular access routes applicable to the land in question having particular regard for the weight and size limits on those routes;
- (iii) any limitations on times of exercise of a Right of Access;
- (iv) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such Rights of Access, and procedures for obtaining the same;
- (v) the means of communication between the Parties and all employees and/or contractors who may be authorised from time to time by a Party to exercise a Right of Access of any relevant directions or regulations made by the other Party;
- (vi) the identification of and arrangements applicable to Emergency Personnel.
- (vii) Any limitation or restriction on the exercise of such Right of Access to the extent that in the circumstances is reasonable

7.4 Each Party shall procure that any such arrangements and/or provisions (or directions or regulations issued by the other Party pursuant thereto) made from time to time between the Parties shall be observed and performed by it and all persons authorised by it to exercise any Right of Access.

7.4.1 A Party shall procure that all reasonable steps are taken in the exercise of any Right of Access to:-

- (a) avoid or minimise damage to the other Party's Land, or any other property thereon or therein;
- (b) cause as little disturbance and inconvenience as possible to the other Party or other occupier of the other Party's Land;

and shall promptly make good any damage caused to the other Party's Land and/or such other property in the course of the exercise of such rights and shall indemnify the other Party against all actions, claims, proceedings, losses, costs and demands arising out of such exercise.

7.4.2 Subject to clause 7.4.1, all such rights shall be exercisable free of any charge or payment of any kind.

7.5 Subject to any contrary arrangements for the time being made under clause 7.3,

7.5.1 a Right of Access for operation or inspection shall be available without prior notice;

7.5.2 a Right of Access for the purpose of maintenance, testing or repair of HV Apparatus shall only be exercisable on the giving of at least seven days prior written notice to the other Party except in the case of loss of generation or demand or other emergency (in which event the other Party shall render all possible assistance in procuring that the Right of Access shall be exercisable as soon as possible); and

7.5.3 a Right of Access for the purpose of Modifying any Assets shall be exercisable only after two weeks prior written notice to the other Party.

8. SERVICES AND USE OF ASSETS

8.1 Subject as hereinafter provided, in relation to each Facility Asset, a Party (the "Owning Party") shall, if required by the other Party (the "Receiving Party") , make the Facility Asset in question available for use by the Receiving Party to such extent as is necessary for the purposes of the Receiving Party's undertaking but not so as to prejudice the use now or hereafter of such Facility Asset by the Owning Party for its undertaking.

8.2 Subject as hereinafter provided, in relation to each Services, a Party shall, if required by the other Party (the "Receiving Party"), provide the same to the Receiving Party. Such provision shall be of such a quality and quantity and shall be provided at such times as the Receiving Party shall reasonably request. A Party shall not be required to exceed the level of quality or quantity of the Services as are anticipated by the Parties at the date of this Agreement, unless specifically agreed otherwise between the Parties.

8.3 Where the use of any Facility Asset is made available or such Services are supplied as aforesaid, the Parties shall procure that all reasonable arrangements and provisions are made and/or revised from time to time, as and when necessary or desirable between the local personnel employed by each of them in that regard, such arrangements to include:-

- 8.3.1 the identification of the Facility Asset and/or Services in question including (where relevant) the extent of their availability;
 - 8.3.2 the hours during which such use or provision shall be allowed or made;
 - 8.3.3 any requirements as to notification of use or call for supply or temporary suspension thereof;
 - 8.3.4 any requirements as to authorisation or security clearance of individuals and the procedures for obtaining the same; and
 - 8.3.5 any safety requirements.
- 8.4 The provision of use of the Facility Asset listed in Schedule 4, Part One and the supply of the Services listed in Schedule 5, Part One shall not be terminated unless the Party providing them ceases to require the Facility Asset or Services for its own use in which case the supply of the Services or use of the Facility Asset may be terminated by not less than one year's notice in writing;
- 8.5 The provision of use of the Facility Assets listed in Schedule 4, Part Two and the supply of the Services listed in Schedule 5, Part Two shall continue until terminated by not less than six months notice in writing by either Party. The Party providing the Facility Asset shall maintain the Facility Asset in accordance with Good Industry Practice.

9. NON-INTERFERENCE

- 9.1 Each Party agrees that neither it nor its agents, employees and invitees will interfere in any way with any of the other Party's Assets without the

consent of that Party. For the purposes of this clause “interfere” shall include:-

9.1.1 disconnecting or altering the connection of any of the other Party's Assets to any system of cables, foundations, pipes, drains or other media to which it may be connected from time to time or to prevent supply of any substance or thing through such connected system;

9.1.2 affixing or removing any item or substance of any nature whatsoever to or from any of the other Party's Assets;

9.1.3 damaging any of the other Party's Assets;

9.1.4 allowing any other person to interfere with any of the other Party's Assets;

9.1.5 alter any meters or settings on any of the other Party's Assets;

9.1.6 the obstruction of access to any of the other Party's Assets.

9.2 The obligations contained in this clause 9 shall be suspended to the extent that emergency action is taken by Emergency Personnel in good faith to protect the health and safety of persons or to prevent damage to property. All reasonable care shall be taken in the course of such emergency action. When the emergency has ended, any damaged property will be reinstated by a Party, save for damage occurring by reason of lack of reasonable care in the course of the emergency action taken by the other Party which shall be the responsibility of such Party.

10. DISPUTE RESOLUTION

10.1 Any dispute arising under this Agreement between Location Managers of the Parties shall, if not resolved within 14 days of first arising, be

referred at the instance of either party to the respective line managers, or those fulfilling a similar function whether or not so called, of the Parties who shall use all reasonable endeavours to resolve the matter in dispute within one month.

10.2 Save where expressly stated in this Agreement to the contrary (including the procedure for initial dispute resolution contained in clause 10.1) and subject to any contrary provision of the Act, any Licence, or the Regulations, or the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any Licence or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under out of or in connection with this Agreement between the Parties shall (subject to any relevant initial dispute resolution procedures referred to in Clause 10.1 having been exhausted) be and is hereby referred to arbitration pursuant to the arbitration rules of the Electricity Supply Industry Arbitration Association in force from time to time.

10.3 Whatever the nationality residence or domicile of any Party and wherever the dispute or difference or any part thereof arose the law of England and Wales shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the provisions of the Arbitration Act 1996 (including any modification, extension, replacement or re-enactment thereof for the time being in force) shall apply to any such arbitration wherever the same or any part of it shall be conducted.

11. TITLE TO ASSETS

11.1 A Party acknowledges that it does not have and will not acquire any title, right or interest in the other's Land save for such rights as are

expressly granted herein or otherwise provided nevertheless that, if according to any rule of law, a Party could acquire any such title, right or interest in any of the other Party's Land, then it undertakes [to do all that is required to transfer such right or interest to the other Party to ensure that it shall not, by reason of such right or interest arising, have its full rights in such land diminished (and in the interim to hold such rights in trust for that Party) and shall if requested by that Party, be obliged forthwith to establish trust arrangements valid under Scottish law so as to ensure that any such right or interest shall be held on behalf of that Party] [then such title, right or interest shall be held upon trust, insofar as it relates to that Party's Land, for that Party absolutely].

- 11.2 Each Party agrees that it shall not by any act or default render the other Party's Assets liable to any distress execution or other legal process, and in the event that the other Party's Assets shall become so liable, shall forthwith give notice of any such proceedings to that Party and shall forthwith notify any third party instituting any such process of the ownership of such Assets.
- 11.3 If a Party desires to mortgage or charge its Land or its interest therein on which any of the Other Party's Assets are located or to enter into any arrangement which, if made, might affect the rights of the other Party expressly granted herein, then the Party shall ensure that the other Party's Assets are not and will not be subject to the rights granted therein and are not and will not be affected by the mortgage, legal charge or other agreement or arrangement, and shall give prior written notification thereof to the other Party.
- 11.4 In the event that a Party shall wish to grant rights over or dispose of any interest in or change the use of its Land that Party shall notify the other

Party of such wish and fully consult it in respect thereof and shall not grant such rights or make such disposal or change of use save on terms securing to the reasonable satisfaction of that other the Rights of Access granted in respect of the it's Land.

12. STC

The provisions of STC Sections E (Payments and Billing), F (Communications and Data), G Paragraphs 4 (Limitation of Liability), 5 (Third Party Rights), 6 (Transfer and Subcontracting), 7 (Intellectual Property), 8 (Force Majeure), 9 (Privilege), 10 (Waiver), 12 (Communications), 13 (Counterparts), 14 (Severance of Terms), 15 (Language), 16 (Data Protection Act), 17 (Jurisdiction) and 18 (Governing Law) inclusive shall apply to this Transmission Interface Agreement as if set out in this Transmission Interface Agreement.

13. VARIATIONS

- 13.1 The provisions of Schedules 1, 3, 4, 5 and 6 may be varied from time to time by written memorandum signed by an authorised officer of each of the Parties. Subject thereto no variations to this Agreement shall be effective unless made by way of supplemental deed.

14. GOOD INDUSTRY PRACTICE

- 14.1 Both parties shall observe their respective obligations hereunder in accordance with Good Industry Practice

15. TERM AND TERMINATION

- 15.1 This Agreement shall continue until each Party has disconnected form the other Party's Transmission System at the Transmission Interface Site and neither Party has assets on the other's Land and no Facility Assets or Services are shared or provided.

16. REGISTRATION AND MEMORANDUM (Scotland only)

- 16.1 Where any or all of a Party's Land is registered or a Party's interest therein is subject to compulsory registration at the [land register of Scotland] [H.M Land Registry], the Parties hereto agree to apply to the Chief Land Registrar for the registration as appropriate of the rights and obligations granted by or contained in this Agreement and to place on deposit at H.M. Land Registry all relevant Land or Charge Certificates to enable such registration to be effected.
- 16.2 Where any of a Party's Land is not so registered or subject to compulsory registration, the Parties shall procure within six months of the date hereof that memoranda of this Agreement are endorsed on or otherwise securely attached to the most recent conveyance (in the case of a [freehold\heritable] interest) or the lease under or pursuant to which they hold such land.

17. ENTIRE AGREEMENT

- 17.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and expressly excludes any warranty, condition or other undertaking implied at law or by custom, and supersedes all previous agreements and understandings between the Parties with respect thereto and:-
- (i) each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or other undertaking not fully reflected in the terms of this Agreement; but
 - (ii) Each Party acknowledges that the other Party may have entered or may enter into agreements with other parties who

hold a licence containing similar rights and/or liabilities to those contained in this Agreement affecting the Land and any assets thereon. A Party shall, when entering into such agreement with any such party, use reasonable endeavours to avoid conflicts between the provisions thereof and the provisions of this Agreement but in the event of any conflict the Party shall use all reasonable endeavours to procure that appropriate arrangements are made to settle the same to give full effect (so far as practicable) to the rights and liabilities under this Agreement and under such other agreements as aforesaid. In the event of any dispute as to such conflict and/or arrangements the dispute shall be dealt with in accordance with the STC.

IN WITNESS whereof this Agreement has been entered into as a Deed the day and year first above written.

SCHEDULE 1

Assets

Part 1

Part 2

SCHEDULE 2

Land

Part 1

Part 2

SCHEDULE 3

Part I

Security Details (Clause 4.1)

Part II

Plant MV LV Apparatus Safety Coordination Procedures (Cl.4.5)

- (1) The Parties will comply with the Site Specific Safety Rules and any agreed modifications thereto.
- (2) The Parties will arrange for the Site Specific Safety Rules to be written down and to be implemented by the person or persons responsible on behalf of the relevant Parties for the co-ordination of safety.

SCHEDULE 4
FACILITY ASSETS

A

Part One

Part Two

B

Part One

Part Two

SCHEDULE 5

SHARED SERVICES PROVIDED

A

Part One

Part Two

B

Part One

Part Two

SCHEDULE 6

Addresses, ~~Fax~~ Telephone Nos etc

[Insert details of X]

[]

Telephone:

~~Facsimile:~~

[Insert details of Y]

[]

Telephone:

~~Facsimile:~~

THE COMMON SEAL of)
[.....)
was hereunto affixed in the presence of:-)

THE COMMON SEAL of)
[])
was hereunto affixed in the presence of:-)

