Scottish & Southern Electricity Networks

Call us on
0800 048 3516

Email us at
commercial.contracts@sse.com

Further information
ssen.co.uk

GUIDE TO NOVATION OF CONNECTION OFFER/AGREEMENTS

This guide explains how to request a Novation of a Scottish Hydro Power Distribution plc (SHEPD) Connection Offer/Agreements. SHEPD no longer uses its Assignation process and uses Novations instead.

If your agreement is with Southern Electric Power Distribution plc (SEPD), please refer to the SEPD Novation of Connection Offer/Agreement.

IN THIS GUIDE:

- The current party to the agreement = Connecting Customer or Customer A
- The new party the agreement is being transferred to = Proposed Connecting Customer or Customer B

Important to know, this can be completed and signed digitally then emailed to us at commercial.contracts@sse.com

WHAT IS NOVATION?

Novation transfers both the rights and obligations of a contract from one party to a third party. This could be due to, for example, the sale of a solar farm project where the original developer transfers the Connection Agreements to the new owner.

IMPORTANT

A Novation is not legally binding until signed by all 3 parties (us, the Connecting Customer and the Proposed Connecting Customer).

To update other key roles (such as Commercial Contact or Payer), please email: commercial.contracts@sse.com

A Novation is not the same as an Assignment in Security, which is used when rights are granted to a funder as loan security. For Security Assignments, please contact: commercial.contracts@sse.com

HOW TO REQUEST A NOVATION?

1. Fill in the Novation template with details for both the Connecting Customer and Proposed Connecting Customer:
   - Name/Company Name
   - Address/Business Address
   - Contact details (phone number, email)
   - Company Number (if applicable)
   - Project Reference Number
2. Send a signed copy (signed by both the Connecting Customer, the Proposed Connecting Customer and a witness) to:
   - Email: commercial.contracts@sse.com

WHAT HAPPENS NEXT

Once we receive the completed form, we'll review it and where it can be agreed, we'll countersign and send a copy to both the Connecting Customer and the Proposed Connecting Customer, provided we've been given their contact details. If contact details are not supplied, the Connecting Customer must forward a copy to the Proposed Connecting Customer.

At this stage, the Novation is complete.

IMPORTANT

Sometimes we can't immediately approve a Novation Agreement, or approval may be delayed until certain issues are resolved. Examples include:

- Other agreements that must also be Novated
- Security arrangements that must be addressed
- Outstanding issues with the connection
- Outstanding balances due

If any of these apply, please contact our Connection Contract Managers at commercial.contracts@sse.com before completing the Novation template.

ADDITIONAL GUIDANCE:

Business name changes – A Novation is not needed if only the company name is changing. It's needed only if the company number is changing.

Outstanding balances – Once a Novation is complete, the new party (Customer B) will assume responsibility for all outstanding balances, even if the payer remains the same. If any changes to the payment plan are required, please contact commercial.contracts@sse.com.

Offer/Agreement Variations – Completing a Novation applies to all variations of the offer/agreement, not just the current version.

Special Purpose Vehicles (SPVs) – If it is to do with a SPV please speak to our Connection Contract Managers at commercial.contracts@sse.com.

All Novation requests must be sent to our Connection Contract Managers at commercial.contracts@sse.com

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NOVATION

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SSEN Job Reference Number

Connecting Customer / Customer A

Name

Address

Postcode | Phone | Email

AND Proposed Connecting Customer / Customer B

Company / Individual Name | Company House Number

Address

Postcode | Phone | Email

Additional Contact:

Name

Phone | Email

AND Scottish Hydro Electric Distribution Plc FOR

Site Address

Site Postcode

NOVATION

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Agreement is made on date FOR INTERNAL USE ONLY between:

A

Connecting Customer

Address

Postcode

AND

B

Proposed Connecting Customer

Address

Postcode

AND

Scottish Hydro Electric Distribution (SHEPD)

Inveralmond House

200 Dunkeld Road

Perth

Whereas: A

and SHEPD are parties to an agreement (inc any variations) dated FOR INTERNAL USE ONLY

which provides for a connection by SHEPD to

B

wishes to assume the rights and obligations of

under the Connection Offer/Agreement (as varied from time to time) and the parties to this Agreement have agreed to this upon the terms set out below.

The parties have agreed as follows:

Moving forward from the date of this agreement shall be known as

Customer A and shall be known as Customer B

NOVATION

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1. Acceptance of liability

1.1 Customer A novates and transfers all its rights and obligations under the Connection Offer/Agreement (as varied from time to time) for

to Customer B, this transfer shall be in every way as if Customer B were named in the Connection Offer/Agreement ab initio.

Customer B shall enjoy all the rights and benefits of Customer A under the Connection Offer/Agreement, (as varied from time to time) and all references to Customer A in the Connection Offer/Agreement (as varied from time to time) shall be read and construed as references to Customer B, in every way as if Customer B were named in the Connection Offer/Agreement ab initio.

1.2 Customer B accept the liabilities of Customer A under the Connection Offer/Agreement (as varied from time to time) arising before, on or after the date hereof and agrees to perform all the duties and to discharge all the obligations of Customer A under the Connection Offer/Agreement (as varied from time to time) arising before, on or after the date hereof and to be bound by all the terms and conditions of the Connection Offer/Agreement (as varied from time to time) in every way as if Customer B were named in the Connection Offer/Agreement (as varied from time to time) ab initio in place of Customer A.

1.3 Customer A acknowledges that all sums received by SHEPD from Customer A in connection with the Connection Offer/Agreement shall with effect from the date hereof be held and applied by SHEPD for the account of Customer B. Any refunds or credits due in relation to such sums shall be paid by SHEPD to Customer B and Customer A shall have no claim against SHEPD in relation to those sums.

2. Acceptance of liability by SHEPD

SHEPD agrees with effect from the date hereof to perform all the duties and to discharge all the obligations of it under the Connection Offer/Agreement (as varied from time to time) and to be bound by all the terms and conditions of the Connection Offer/Agreement (as varied from time to time) in favour of Customer B in every way as if Customer B were named in the Connection Offer/Agreement (as varied from time to time) ab initio in place of Customer A.

3. Release by SHEPD of Customer A

With effect from the date hereof SHEPD releases and discharges Customer A from the performance of the obligations of Customer A under the Connection Offer/Agreement (as varied from time to time) arising before, on or after the date hereof and from all claims and demands whatsoever arising our of or in respect of the Connection Offer/Agreement (as varied from time to time) before, on or after the date hereof.

4. Release by Customer A of SHEPD

With effect from the date hereof Customer A releases and discharges SHEPD from the performance of SHEPD's obligation under the Connection Offer/Agreement (as varied from time to time) arising before, on or after the date hereof and from all claims and demands whatsoever arising out of or in respect of the Connection Offer/Agreement (as varied from time to time) before, on or after the date hereof.

5. Miscellaneous

The terms and conditions of this Agreement represents the entire agreement between the parties relating to the Novation of the Connection Offer/Agreement (as varied from time to time) and except as specially amended by this Agreement all the terms and conditions of the Connection Offer/Agreement remain in full force and effect.

6. Governing Law

This Agreement shall be governed by an construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts. This Agreement must be signed in full by Customer A, Customer B and by SHEPD. In addition it must be witnessed and countersigned by an appropriate representative on their behalf.

Subscribed for by
(but not finalised until the date of the final signature of this Agreement) by Customer A

Customer A Signature | Date

Customer A Name

Witness Signature

Witness Name | Date

Address

Subscribed for by
(but not finalised until the date of the final signature of this Agreement) by Customer B

Customer B Signature | Date

Customer B Name

Witness Signature

Witness Name | Date

Address

Subscribed for by
(but not finalised until the date of the final signature of this Agreement) by Scottish Hydro Electric Distribution Plc

Signature | Date

Authorised Signatory

Signatory Name

Witness Signature | Date

Witness Name