



LAND RIGHTS – CONNECTION OFFER GUIDANCE

REF-NET-COM-025	Land Rights – Connection Offer Guidance		Applies to
			Distribution ✓
Revision: 1.00	Classification: Public	Issue Date: July 2026	Review Date: July 2034

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1 Introduction

This Guidance Note provides supporting information on ‘Land Rights’ for the Distribution System Connection Offer provided to the Customer by the Company. This Guidance Note applies to large and major ‘Demand’ and/or ‘Generation’ Connection Offers.

Reference to this Guidance Note when reviewing and interpreting Connection Offers is essential to ensure consistent interpretation and approach.

2 References

The documents detailed in Table 2.1 – Scottish and Southern Electricity Networks Documents should be used in conjunction with this document.

Table 2.1 – Scottish and Southern Electricity Networks Documents

Reference	Title
REF-NET-COM-004	SSEN Standard Terms and Conditions for Large and Major Demand Connections
REF-NET-COM-019	SSEN Standard Terms and Conditions for Large and Major Generation Connections
REF-NET-COM-020	Connection Offer – Glossary of Defined Terms
REF-NET-COM-021	Alternative Providers – Connection Offer Guidance
REF-NET-COM-022	Reinforcement Works – Connection Offer Guidance
REF-NET-COM-023	Transmission Works – Connection Offer Guidance
REF-NET-COM-024	Site Requirements – Connection Offer Guidance
REF-NET-COM-026	Metering – Connection Offer Guidance
REF-NET-COM-027	Flexible & Curtailable Connections – Offer Guidance
REF-NET-COM-028	Change & Variations – Connection Offer Guidance
REF-NET-COM-029	Project Programming – Connection Offer Guidance

3 Background

- 3.1 The Company is a regulated Distribution Network Operator (DNO) owning and operating electricity distribution systems through Southern Electric Power Distribution plc in central and southern England and Scottish Hydro Electric Power Distribution plc in the north of Scotland. Customers may apply for a Connection to the Company’s Distribution System.
- 3.2 This Guidance Note clarifies, supports and should be read with the Connection Offer made by the Company to the Customer. This Guidance Note sets out details of the Land Rights and Consents the Customer must have, make available and pay for to enable the Customer’s Connection to the electricity Distribution System. The Customer should contact the Company if it has any queries about the information contained in this Guidance Note.
- 3.3 In order to offer connections (or related works such as diversions and service alterations) to its Distribution Systems, the Company requires adequate Land Rights and Consents to be in place to allow its network assets (cables, lines, pylons, poles, substations, etc.) to be located on the designed route between the Customer’s site and the existing electricity network and to allow the Company to use, maintain, renew and supplement the Company’s equipment on privately owned land in order to maintain the Connection and any subsequent connections. Additional land rights, access rights, consents, permissions and approvals may be required to allow construction, and installation works to be carried out to enable the Connection, for example temporary works rights and roadworks authorisations. The Company will also require confirmation from the relevant legal representatives that the Company has the Land Rights and Consents it needs for its project to go ahead – for

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example in England freehold land ownership completed, or leases signed and in place, planning permission, etc., before the Company can progress its works. How and when these Land Rights and Consents are to be obtained and by whom is set out in more details below.

- 3.4 The Company's Connection Offers are subject to and dependent on adequate Land Rights and Consents being in place to allow the Company to carry out the Distribution Works as planned, including any permissions, approvals and consents required from third parties. The Company cannot start, continue or complete its works until all the Land Rights and Consents are in place. The Company may carry out some elements of works in advance of the main programme of works, such as advanced ducting and the relevant Land Rights and Consents will require to be in place before starting such advanced works.
- 3.5 The Customer should refer to and comply with the more detailed information available at [Land rights - SSEN](#) and [Land rights documents - SSEN](#), including guidance set out on the Website setting out the Company's minimum requirements for land rights in given scenarios.

4 What is meant by Land Rights and Consents?

- 4.1 Land Rights in this context is a collective term to cover the acquisition of property rights in, under or over land for the construction, installation, adoption, connection, operation, diversion, alteration, repair, maintenance, renewal, supplementation, removal or use of the Connection and the Distribution Works the Company will carry out as detailed in the connection Offer, including the assets constructed during those Works such as electric cables, lines and electrical plant. Examples of Land Rights include, but are not limited to, freehold and leasehold interests, leases or licences, servitudes, easements and wayleaves and landowner agreements (including requirements for access, surveys and damage reimbursement) that the Company will require to be in place before the Customer can be connected to the electricity Distribution System. Land Rights will also cover rights required from third-party authorities such as necessary wayleaves or compulsory purchase. Third parties will levy fees to process such agreements and arrangements which the Customer will require to pay for.
- 4.2 Consents means statutory or other consents, permissions, licences and approvals required to carry out the Distribution Works and for the ongoing Connection. This may include for example planning permission for an overhead line or to install a substation (for example where the connection cannot be carried out under permitted development). The Customer will also need planning permission in place for its own project. Such Consents may also include environmental consents, licences or permits for work in or around sensitive ecological habitats or species, water bodies or archaeological or cultural heritage sites, some of which may have significant statutory protection. For example, but not limited to, specialist ecology surveys and permissions (such as consent from Natural England for works on or near protected sites or species or biodiversity net gain requirements), consents from Scottish Environment Protection Agency or the Environment Agency (such as CAR licences under the under Water Environment (Controlled Activities) Scotland Regulations 2011 and environmental permits for flood risk activities and works on or near watercourses), tree cutting requirements (compensation and sterilisation) and archaeological investigations and approvals (including watching briefs and consent from Historic England for works on or near protected archaeological sites), etc. Special conditions may be required for work on MoD land.
- 4.3 It may be necessary as part of the Works to resolve damage claims and any associated surveyor's fees where the damage is over and above what is reasonably necessary to undertake the Works.

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5 Minimum Standards for Land Rights

- 5.1 The minimum standards the Company may accept and the process the Company will follow and/or accept when obtaining land rights are set out in the Company's document on the Website [Land rights requirements relating to assets to be installed](#).
- 5.2 Land security is critical to ensuring that the Company develops and maintains an efficient, co-ordinated and economical system of electricity supply. The Company's requirement is that wherever possible and appropriate it obtains (and is provided by the Customer and its Alternative Provider) strong and lasting land rights, rather than short-term, weaker land rights – for example easements and servitudes which are permanent rights that bind future land owners, rather than wayleaves which offer a basic minimum limited security of tenure, can be easily terminated at short notice and are not binding on future land owners and so are likely to lead to problems and additional costs for the Company in future. Customers shall make every effort to obtain best practice, robust and lasting land rights, when they have the ability to do so. Prices for obtaining new rights where short term rights have come to an end are rising significantly from 2026 and the Company seeks to avoid such additional expenditure where possible.
- 5.3 The Company, acting reasonably, has full discretion to decide what land rights it will accept for a Connection. When forming its land strategy for each Connection the Company will consider items such as the nature of the apparatus being installed, its expected lifespan, the number of landowners affected, the number of customers supplied, the value of the project, the timescales to deliver the project, the risks of termination, the type of land (such as SSSI or ancient monuments or non-adopted road) and any other relevant factors. For example, to obtain as much legal security for placement and maintenance of its equipment and cables as possible for a development; for switch rooms the Company requires either a lease if outside the development or sub-lease if inside and Land Rights in relation to the cable up to the point of connection to the Company's infrastructure outside of the development.
- 5.4 When looking at information from the Customer as to Land Rights and Consents it holds and can provide, the Company will require clear, evidenced and binding documentation, such as signed, clear option agreements which will enable land purchase in time for the project programme. Where there are any Milestones in relation to Land Rights and Consents in the Connection Offer, the Customer must comply with the precise terms of those milestones, for example to allow progress through the National Energy System Operator's (NESO) gated offer process, as set out in the industry Connection and Use of Systems Code (CUSC), where the connection requires Transmission Works.
- 5.5 The Customer and its Alternative Provider shall comply with the requirements and guidance of the Company, as well as industry codes of conduct when dealing with landowners and other stakeholders for Land Rights and Consents, for example [CMcK templates](#) and [Working with Grantors](#) on the Website and the industry code [Rights over land for electricity infrastructure](#). The Customer and its Alternative Provider shall deal with landowners and other stakeholders for Land Rights and Consents courteously and reasonably.

6 Obtaining Land Rights and Consents

- 6.1 For cost quotation purposes the Company assumes in its Connection Offers (unless otherwise stated) that all plant and equipment can be placed in the adopted public highway or land owned or controlled by the Customer. This is because the Connection Offer is issued and must be accepted by the Customer before the Land Rights and Consents are investigated and obtained. It is likely, in practice, that the route of the Connection may cross third party land and that some third-party Land Rights and Consents may be required. Where the plant and equipment cannot be placed in the highway or Customer land, then the Company may require to vary the Connection Offer to allow for the additional time and costs

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reasonably required to obtain Land Rights and Consents from third parties. In some cases, a number of landowners may need to be contacted.

- 6.2 The Connection Offer is given subject to all necessary Land Rights and Consents being agreed. If Land Rights and Consents are not available then Distribution Works may not be able to proceed at all, or will be delayed, for example to accommodate a new design. Costs will then increase requiring a variation of the Connection Offer. The Company cannot undertake its Distribution Works until relevant Land Rights and Consents have been obtained.
- 6.3 On acceptance of the Connection Offer the Customer will be notified of the Company's Project Manager and Consenting Office assigned to the project.
- 6.4 If the Works will take place on land owned by the Customer or over which the Customer has legal rights, the Customer must grant the Company any Land Rights necessary for cables, overhead lines, substations and all other apparatus to be installed over, under or within their property promptly and at no cost to the Company, with full title guarantee, without conditions and free from encumbrances. These rights will need to include, but will not be limited to, a right for access for inspection, maintenance, fault repair for the life of the installed assets. The Company will require the best land rights available to be provided – so for example an easement or servitude rather than a wayleave.
- 6.5 Where the land is not owned by the Customer or in the adopted public highway, the Company will require to apply to third parties for the necessary Land Rights and Consents. There will be a time and cost to obtain such Land Rights and Consents. The time required to obtain Land Rights and Consents can be lengthy. The length of time it takes to obtain Land Rights and Consents from any third party may affect the Estimated Connection Date. There may be unusual arrangements which have to be complied with to obtain Lands Rights and Consents from some third parties, for example Ministry of Defence and National Grid Electricity Transmission, resolving these requirements will take additional time and the additional cost will require to be met by the Customer.
- 6.6 The Company assumes in its Connection Offers (unless otherwise stated) that Land Rights and Consents will be granted without dispute and in accordance with the Company's standard Land Rights' style agreements. If this is not the case the Estimated Connection Date may be delayed and costs will rise. Where the Company is unable to obtain third party Land Rights and Consents, the design and terms of the Connection Offer will need to be revised, or the Connection will not be able to proceed.
- 6.7 The Customer (and any Alternative Provider on its behalf) shall provide the Company with all such assistance as the Company may require obtaining any such Land Rights and Consents.
- 6.8 If the Customer transfers any part of its premises to a third party, it shall ensure that the Land Rights and Consents which are necessary to authorise, commence, continue and maintain and operate the Works and the Connection are retained and not affected, or are replaced like for like.

7 Costs of / Indemnities for Land Rights and Consents

- 7.1 In connection with the grant of the Land Rights and Consents the Customer shall meet:
- (a) its own costs and expenses;
 - (b) the fees, costs and expenses of any professional advisor it uses;
 - (c) the full fees, costs and expenses of the Company;
 - (d) any fees, costs and expenses incurred by the Company's professional advisers;

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- (e) the fees, costs and expenses of any consentor or other third party;
- (f) the fees costs and expenses of the consentor/third party's professional advisors; and
- (g) any other applicable fees, costs and expenses.

Provided that where these fees, costs and expenses have a significant impact on the overall cost, the Customer shall be entitled to terminate the Agreement on written notice to the Company.

- 7.2 These fees, costs and expenses may include, but shall not be limited to, legal and other professional fees (surveyors, land agents, etc.), fees levied by third parties to process servitude, easement and wayleave agreements and consents, costs associated with any compulsory purchase or necessary wayleave applications or consenting processes, local authority fees and charges, landowner licence fees and damages, statutory licence and assessment fees, etc.
- 7.3 The Customer and/or its Alternative Provider is likely to require to make payments to obtain consents and rights from third parties. Such payments must all be made in accordance with applicable law.
- 7.4 The Company may consider compulsory purchase orders and/or necessary wayleave applications which require to be submitted under the Electricity Act 1989 to obtain land rights which are not otherwise granted. Timescales and costs for determination of a compulsory purchase or necessary wayleave will depend on the specific circumstances of the application. An application for a compulsory purchase or necessary wayleave does not guarantee a positive determination and will be time consuming. The decision to pursue a compulsory purchase or necessary wayleave remains at the sole discretion of the Company. The cost of any compulsory purchase or necessary wayleave process will require to be paid in full by the Customer, including associated fees and costs of advisors and sums incurred by the Company.
- 7.5 The Company or its professional advisors may incur costs checking Land Rights and Consents being offered and working with the Customer or others to ensure the proposed Land Rights and Consents are obtained and are satisfactory. The Company or its professional advisors will invoice such costs to the Customer, and the Customer shall pay those costs in full.
- 7.6 If the Company is required to reschedule and/or redesign works as a result of Land Rights and Consents not being in place then the Customer shall pay the Company's reasonable costs and expenses incurred and/or committed by the Company, save to the extent that such costs and expenses arise directly as a result of the Company's negligent actions or omissions.

8 Alternative Provider Land Rights and Consents

- 8.1 Where the Customer appoints an Alternative Provider (ICP or IDNO) to carry out Contestable Works (being that part of the works that the Customer may elect to undertake or appoint an appropriate accredited third-party to undertake) for its Connection, the Customer shall be responsible for obtaining all necessary Land Rights, Consents, permissions and approvals for the carrying out and maintenance of those Contestable Works at its own cost. Where those Land Rights and Consents are to be passed to the Company by adoption, the Company requires the Alternative Provider to obtain the best rights available – so, for example, an easement or servitude rather than a wayleave. These rights will require to be in accordance with the Company's requirements as set out on the Company's Website setting out the Company's requirements for Land Rights, including [Guidance for Independent Connection Providers undertaking Wayleaves and Consenting activities - SSEN](#).

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- 8.2 The Customer shall ensure that the required Land Rights and Consents are complied with during the Alternative Provider's works and made available to the Company and are of a suitable standard to meet the Company's requirements (as set out above). The Customer must provide information, evidence and copies of the agreements as required by and in the formats specified by the Company. The Customer shall ensure that the required Land Rights and Consents are in place at the adoption of those Contestable Works by the Company. Delays or failures by the Alternative Provider in obtaining and complying with these Land Rights and Consents will mean the Distribution Works may not be able to proceed and/or will be delayed and costs may increase.
- 8.3 A separate Guidance Note with more information about Competition in Connections, including Land Rights and Consents, is linked in the Connection Offer.

9 Adverse Ground Conditions

- 9.1 It is the Customer's responsibility to identify whether its site or Premises are contaminated and to remove any contamination at the Customer's expense before or during the Works. the Company will require proof of decontamination before work is started. The Company may suspend its Works if contamination is discovered until the contamination is removed and the Customer shall bear the cost of such suspension and removal.
- 9.2 The Customer is responsible for carrying out any necessary assessments to determine the condition of its site, such as flood risk assessments based on the regulated flooding maps from the Environment Agency in England or the SEPA in Scotland. Any mitigation measures needed to ensure flood protection for the life of the connection is the responsibility of the Customer.
- 9.3 The Company shall have no responsibility or liability whatsoever for any ground, site and/or physical conditions and/ or any artificial obstructions, including but not limited to rock, subsidence, contamination, mine excavations, WWII bombs, etc. (Adverse Ground Conditions) which affect the carrying out of the works. For the avoidance of doubt, the Company shall bear no responsibility for identifying or investigating in advance of an offer whether any such Adverse Ground Conditions may affect the Works irrespective of their foreseeability.
- 9.4 If Adverse Ground Conditions are identified in advance of starting the works, the Company shall be entitled to vary the Connection Offer to reflect such Adverse Ground Conditions. If the Customer does not accept the variation the Company may terminate the Agreement. Where any Adverse Ground Conditions are encountered during the performance of the works, and this results in any delay or additional cost, then the Company shall be entitled to claim the additional cost from the Customer and/or an extension of time if required. The Customer is responsible for the remediation of the site.
- 9.5 The Customer is responsible for all hazardous substances and materials at the site, unless introduced by the Company.

10 Revision History

No	Overview of Amendments	Previous Document	Revision	Authorisation
01	New Guidance Document	Not Applicable	1.00	Rob Gladstone
02				