

.....  
**Working with Grantors**



---

## Introduction

Welcome to this Grantors' Code of Practice.

SSE's core purpose is to provide the energy that people need in a reliable and sustainable way. A key component of this is the quality of the electricity network that transports energy to homes, farms, workplaces and other premises.

We recognise that it would be impossible to operate a reliable electricity network without the cooperation of the thousands of land-owners, small and large, who allow us to place equipment on, or under, their ground. We also understand that it can be inconvenient, if we need access to that equipment, for routine or emergency maintenance.

In this short booklet we'll explain what standards of care you can expect us, or anyone else working on our behalf, to take when we need access to your land.

We promise to work closely with you to minimise the impact of our equipment on your land, and to quickly resolve any concerns you might have.

### **Colin Nicol**

Managing Director, Distribution

## Who We Are

Scottish and Southern Energy Power Distribution (SSEPD) is a trading name of Scottish Hydro Electric Power Distribution plc (SHEPD) and Scottish Hydro Electric Transmission plc (SHE Transmission). SHEPD holds a licence for the distribution of electricity and SHE Transmission holds the licence for the transmission of electricity in the north of Scotland. Both are part of the SSE plc group of companies whose headquarters are in Perth. The equipment on your land which generally consists of wood pole overhead lines and underground cables up to and including 33,000 volts are owned by SHEPD. Some larger capacity wood pole lines and all steel tower lines up to voltages of 400kV are owned by SHE Transmission.

We have prepared this Code of Practice to explain the procedures which we and our contractors will follow when we need access to private property to install and maintain the electricity network.

We are grateful for the support of NFU Scotland (NFUS) and Scottish Land & Estates in helping us to prepare this code, which we will review regularly.

### **We cover the following topics in this booklet:**

- Access to property
  - Works
  - Moving apparatus
  - Overhead line conductor heights and underground cable depths
  - Making good Damage
  - Wayleave payments
  - Information
  - Contacts
-

---

## Access To Property

Our employees and contractors' staff will always be happy to identify themselves to you, and to produce formal identification on request.

We will need to enter your property from time to time to install, inspect, maintain, repair, replace or remove our equipment. We, or our nominated contractor, will control all works to be carried out. Whenever possible, (except in the case of an emergency, urgent repair or exceptional circumstances) we will observe the following practices if we need access to your land:

For routine works by vehicle, we will provide you with as much notice as reasonably possible, typically 7 days. Where we cannot give prior notice (for example in the case of an emergency) we will contact you as quickly as practicable.

When it is necessary for us to carry out planned maintenance inspection by helicopter, we will advertise details in local newspapers and, where reasonably practical, notify you directly. We may use helicopters to transport equipment for maintenance works where access is limited. Helicopter pilots will try to avoid flying close to livestock and farm buildings. The majority of maintenance line patrols by helicopter will be along the transmission (pylon) network but during emergencies we may patrol any part of the overhead network from the air.

Whenever possible, we will agree with you the access route to our equipment on a project by project basis. We will provide a detailed plan if appropriate. If we have to make any subsequent deviations, we will, where possible, agree these with you. Where applicable, special access conditions will be scheduled and attached to an access report for any single project. We will give you a copy of this report.

When ground conditions change at short notice due to weather, we will arrange a site meeting with you if you, or we, agree that it's necessary.

We will restrict the number of vehicles on site to a minimum and of an appropriate type for the works in progress.

We and our contractors will observe the current recommendations of the Scottish Government and additional reasonable requests of from you or your Agent regarding maintenance of good bio-security.

We and our contractors will leave gates as we find them.

We will not obstruct access to your land unnecessarily, but when this is necessary, for example for safety reasons while we are working, we will do so for the shortest time possible.

We ask that you please respect all reasonable requests from our staff or contractors in relation to safety of our staff, you and your assets, for example, observing safety clearances from work sites or the need to relocate stock.

---

.....

Where reinstatement of an access is required, as a consequence of our works, we promise to do this to a standard at least equivalent to the standard of the access prior to any damage arising as a result of our works.

Where necessary, we will make a record of the condition of any property using written details, photographs, video recording. If you consider it necessary you may employ an independent surveyor for this purpose in which event we will reimburse the reasonable cost to you in accordance with the current SSE plc Group Fee Scale a copy of which we will provide on request.

If a wayleave agreement is required, we will obtain one before we install new apparatus.

Please tell us or our contractors about any known Land Management Schemes, sensitive areas or proposed developments which, where known, may impact upon access or works on the land, or any hazards that are known associated with accessing or working on your land.

## Works

Before we start any work on your land we will take reasonable steps to ensure that we make ourselves known to you and other interested parties. We will ensure that we deal with any concerns you might have courteously and as promptly as possible. We and our contractors will try to minimise damage, but sometimes this is unavoidable. In these circumstances, we accept responsibility for any reasonable claims in respect of any loss or damage sustained by you to the extent that such loss

or damage is due to our actions and those of our contractors during the course of the works. We promise to deal with any such claims in a courteous way and as promptly as possible.

We will take reasonable steps to keep damage to a minimum. We will keep working areas clean and tidy and the works will, if appropriate and if requested by you, be suitably fenced to prevent injury or straying of livestock.

Where reasonable and practicable, we will plan our work to avoid unnecessary interference with farming, sporting, forestry and other land management operations.

We will secure any consents identified as necessary to operate on or near designated sites protected by law and where protected species are known and will consult, where appropriate, with other relevant bodies on a case by case basis.

We will carry out our works in a safe manner under current Health and Safety and environmental legislation.

Subject to law, fossils and other archaeological remains discovered during the course of our work remain your property. Where "finds" are made, we will advise the appropriate authority.

We will not take dogs on to your land.

We will not remove dykes, fences or hedges without your consent, except where emergency repair works are necessary or there are no other reasonable means of alternative access. Following agreement, or as a result of damage, these will be reinstated to at least the original

.....

standard within a reasonable period of time or as agreed with you. Where livestock are present or if it is reasonable for you to ask us to, we will install appropriate temporary barriers prior to the removal of any dykes, fences or hedges to prevent straying of livestock.

When we lay new underground cables across fields, we will mark their position at the field edges and at the crossing point of ditches and streams. We can also install these markers for existing cables on request.

Except in the case of emergencies, we will not fell or lop trees except in accordance with the terms of the wayleave we have with you and applicable legislation. We will seek to agree with you or your Agent, the manner in which this work will be carried out.

We will leave all arisings from tree works neatly on site or if appropriate and agreed, chipped or removed from site.

## Moving Apparatus

If you want to discuss moving our equipment on your land, please contact your local Wayleave Officer through the Wayleave Registry to discuss the proposal. Their details are on the back cover of this booklet. The Wayleave Officer will work with you to discuss, where possible, a mutually acceptable solution.

## Overhead Line Conductor Heights and Underground Cable Depths

We will install any new overhead conductors at or above the minimum statutory clearance after discussing this with you.

Any existing 11kV and 33kV overhead conductors should have a minimum height of 5.2 metres over agricultural land. However there are occasions where it may be less. If you believe an existing conductor is below the minimum height, please contact us. You must consider conductor heights well in advance of larger machinery being used in their vicinity and contact us to discuss any potential issues. If the conductor height is found to be below 5.2 metres we will confirm a timeframe within which the conductor height will be rectified. If this affects working on the land you should contact us to discuss whether any loss is being incurred.

If you, your employees or your contractors propose to erect a building, alter ground levels or construct permanent or temporary structures such as polytunnels below or close to either side of an overhead line which will reduce statutory clearances and make an overhead line accessible, you have a responsibility under the Electricity Safety Quality and Continuity Regulations 2002 (as amended) to contact us prior to starting work. You must ensure that the appropriate precautions are in place before working in proximity to overhead lines in line with HSE guidance notes ([www.hse.gov.uk/electricity/information/overhead.htm](http://www.hse.gov.uk/electricity/information/overhead.htm)). Additional safety information is available from the Energy Networks Association at [www.energynetworks.org/electricity/she/safety/safety-advice/public-safety-leaflets.html](http://www.energynetworks.org/electricity/she/safety/safety-advice/public-safety-leaflets.html)

.....

If you identify damage to overhead lines or cables, irrespective of the cause, you should report this to us as quickly as practicable in order to ensure your safety and the safety of your assets and the general public.

Where you or your contractors are undertaking excavation work, we will be happy to provide cable records on request. You are responsible for operating safely in proximity to underground cables as outlined in HSE document HSG 47 ([www.hse.gov.uk/pubns/books/hsg47.htm](http://www.hse.gov.uk/pubns/books/hsg47.htm)).

## Damage

We will take all reasonable steps to avoid, or minimise, damage to your property. If this is not possible, we will be responsible for making good any damage or settling reasonable compensation claims caused by the actions of our employees and contractors during the course of the works unless the damage or claims were due to or caused by you.

All land drains, culverts, etc that we or our contractors damage will be repaired to at least the standard prior to the damage and will be subject to a five year guarantee.

We will pay fair and reasonable compensation in the event of wind blow occurring within a period of five years as a result of tree cutting carried out by us or our contractors.

If we cannot reach agreement on any compensation claimed, either party may refer the matter to an independent surveyor for assessment.

We will deal with all damage claims promptly and pay compensation within four weeks of being agreed.

.....

If you want a professional agent to act on your behalf we will engage with them and reimburse their fees as detailed in the current SSE plc Group Fee Scale.

We will be responsible for any losses caused by our staff or contractors which impact on Land Management Schemes such as the Single Farm Payment Scheme, provided that you endeavour to minimise any such loss.

## Wayleave Payments

We will review Wayleave payments and pay them annually unless a commuted payment has been agreed with you.

The wayleave payment rates are based on 'standard' land use such as arable or grassland. If land is used for more specialist crops, or if there are any other exceptional circumstances, such as multiple lines, then you should request individual negotiation of compensation.

We will make wayleave payments when we have received all of the signed Wayleave Agreements and consents for a particular project.

---

## Information

We will supply you on request:

- a plan of our existing overhead lines and cables with relevant voltages and heights
- information regarding safe clearances

## Contacts

**Please call us on 0800 483515 if you have any questions or concerns regarding:**

- the location of electrical plant
- measuring conductor heights
- working safely near electric overhead lines or underground cables
- using machinery or equipment safely in the vicinity of overhead electric lines or underground cables.

**Please call 0800 300 999 (24 hours) to report any emergency.**

**Please contact the Central Wayleave Registry with regard to:**

- wayleave payments
- changes of land ownership
- contacting the local Wayleave Officer for your area.

### Central Wayleave Registry

Scottish and Southern Energy plc  
10 Henderson Road  
Inverness  
IV1 1SN

Tel 01463 728081  
Fax 01463 728085  
Email [wayleave.registry@sse.com](mailto:wayleave.registry@sse.com)

### NFUS

Rural Centre  
West Mains  
Ingliston  
Midlothian  
EH28 8LT

Tel 0131 472 4000  
Email [webmaster@nfus.org.uk](mailto:webmaster@nfus.org.uk)

### Scottish Land & Estates

Stuart House  
Eskmills Business Park  
Musselburgh  
EH21 7PB

Tel 0131 653 5400  
Email [info@scottishlandandestates.co.uk](mailto:info@scottishlandandestates.co.uk)

---



Published: January 2015