



Scottish and Southern Electricity Networks Fee Scale - January 2026

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1. Introduction

- 1.1. This Fee Scale is intended to provide a basis for the calculation of the reasonable settlement of claimant's surveyors/valuers fees incurred for a claim for compensation or the exercise of compulsory powers.
- 1.2. It is applicable to claims made to the three electricity companies Scottish Hydro Electric Transmission plc (SHET), Scottish Hydro Electric Power Distribution plc (SHEPD) and Southern Electric Power Distribution plc (SEPD) part of Scottish and Southern Electricity Networks ("the Relevant Company").
- 1.3. This Fee Scale replaces the previous Fee Scale dated 1st November 2025 and is effective for all claims intimated on or after 1st January 2026. The Relevant Company reserves the right to amend, alter or change the basis of its Fee Scale at any time.
- 1.4. The surveyor/valuer must make it clear to the instructing claimant, before billable time is incurred, that the claimant bears ultimate liability for the payment of the surveyor/valuer's fees on the agreed fee basis. Additionally, the surveyor/valuer must advise claimant that they will be liable for any fees that are not borne by the Relevant Company.
- 1.5. Terms of Engagement between the claimant and the surveyor/valuers must be provided to the Relevant Company setting out the that the claimant has engaged the surveyor/valuer to work on their behalf, and that the claimant understands that any reimbursement of the surveyor's/valuer's fees is to be carried out based on the terms set out within the Fee Scale set by the Relevant Company. The Terms of Engagement must set out and make clear that the ultimate liability to settle the surveyor/valuer's fees is with the claimant.
- 1.6. Where the surveyor/valuer proposes terms for calculating fees to the claimant following instruction, those terms will be set out to the relevant company for approval in line with the Fee Scale.
- 1.7. The surveyor/valuer must demonstrate the basis for fees and disbursements is reasonable in relation to the complexity of the claim.
- 1.8. The claimant's fees will be reimbursed directly from the Relevant Company to the claimant. However, in exceptional circumstances, and in the case where an agreed Terms of Engagement is in place, the surveyor/valuer may fee the Relevant Company directly. The fee will be paid directly to the surveyor/valuer, subject to the correct treatment of VAT (Value Added Tax).
- 1.9. This fee Scale does not apply to attendance in court, any necessary wayleave hearing, or before the Lands Chamber in England or the Lands Tribunal for Scotland or involvement in either Arbitration or Mediation.



2. Table 1: SSEN Fee Scale

AMOUNT	FEE
£0 - 99	£212
£ 100 -149	£294
£150 -299	£405
£300 - 499	£574
£500 -749	£733
£750 - 999	£846
£1000 -1499	£907
£1500 -1999	£929
£2000 - 2499	£956
£2500 - 2999	£981
£3000 - 3499	£998
£3500 -3999	£1,020
£4000 - 4499	£1,038
£4500-5000	£1,054
Remainder	2%

3. Basis of Remuneration

Surveyor/Valuers Fees

- 3.1 The *ad valorem* basis of the Fee Scale and the *quantum meruit* rates have been determined by the Relevant Company through industry research and in recognition of the standards to be met by surveyors/valuers in the RICS (Royal Institution of Chartered Surveyors) Professional Statement: 'Surveyors advising in respect of compulsory purchase and statutory compensation' (Dec 2024).
- 3.2 This research has shown that the Fee Scale and rates are a typical level of fees that a surveyor/valuer should expect to receive from their client for claims in relation to utility industry work. The use of this Fee Scale provides consistency in what is reimbursed in relation to the value of compensation, as a duty of the Relevant Company to justify reasonable expenditure as a regulated business.
- 3.3 An *ad valorem* basis of remuneration will not always equate precisely with the time and effort put into a case by a surveyor/valuer, and in some cases, there may be some element of under or over payment. However, the *ad valorem* scale has been designed to reflect a reasonable level of remuneration for surveyors/valuers.
- 3.4 For SEPD and SHEPD stand-alone compensation cases, the *ad valorem* basis will be applied for the reimbursement of fees. For all SHET cases, and the majority of SEPD and SHEPD cases as agreed in advance with SEPD and/or SHEPD, fees will be reimbursed on a *quantum meruit* basis. The *quantum meruit* basis

includes the application of appropriate hourly rates, provided the claim is commensurate of and reasonable in relation to the complexity of the claim and the professional expertise required. Such quantum meruit basis claims may be settled up to the following hourly rates as follows:

Table 2: SSEN Fee Rates

Surveyor/Valuer	Per Hour
Unqualified/Trainee Surveyor	£90
Associate/Qualified Surveyor	£150
Director/Partner	£195

3.6 The quantum meruit fee, when claimed should be accompanied by accurate time sheets and the Relevant Company reserves the right to cap fees calculated on this basis.

Claimant (Landowner / Occupier) Reimbursement

3.7 The payment of landowner/occupier time shall be based on a payment up to £45 per hour except in cases where a surveyor/valuer represents the landowner/occupier unless agreed in advance with the Relevant Company.

4. Voluntary Negotiations and the Exercise of Compulsory or Statutory Powers

4.1 Work done by a surveyor/valuer in preparing a claim for compensation and negotiating settlement following voluntary negotiations by the Relevant Company under the shadow of compulsory powers will be remunerated under this Fee Scale.

4.2 Typically, the Relevant Company will negotiate the method of assessing fees directly with the claimant. However, this may be negotiated directly with the claimant’s surveyor/valuer, as long as the surveyor/valuer makes the claimant fully aware of their liability for payment of fees, and what may or may not be reimbursed.

4.3 The Relevant Company is only responsible for reimbursing ‘reasonable fees’ the basis of which will be agreed at the outset of negotiations.

4.4 Surveyor/Valuers fees will cover all work directly arising out of voluntary negotiations and purchase by agreement including receiving instructions, inspections, obtaining and collating information necessary to formulate the claim and negotiating a settlement. They also include advising the claimant as to the basis and amount of compensation.

4.5 The fee is inclusive of any work in connection with a Schedule of Condition or “marching in” record and for agreeing the proposals of the Relevant Company including the route of the works, conditions, and requirements of working and works of restoration and accommodation.

4.6 Where, during the period of construction, the surveyor/valuer

negotiates a significant variation in the agreed proposals at the request of the Relevant Company, e.g., additional working widths or access, an additional fee will be payable on a *quantum meruit* basis.

- 4.7 The fee is inclusive of an inspection on completion of the works. Should such an inspection reveal that the works are unsatisfactory, and the Relevant Company agree to pay additional compensation or undertake additional work, an additional fee will then be payable on a *quantum meruit* basis subject to an agreed cap where relevant.
- 4.8 Where a claimant reserves the right to claim compensation for loss or damage in subsequent years, an additional fee arising on settlement of such claims will be payable on a *quantum meruit* basis.
- 4.9 If one surveyor/valuer is instructed to act in respect of separate interests in the same property, and those interests are owned by connected parties as part of a business arrangement (e.g. family members, trustees/beneficiaries etc.) the Relevant Company is entitled to aggregate the compensation for the various interests for the assessment of the surveyor/valuer's fee, if that is equitable in the circumstances of the case.
- 4.10 The extent of any liability of the Relevant Company for payment of work not covered by the Fee Scale or which may not be concluded (such as negotiations for proposed purchases by agreement and abortive transactions) should be agreed beforehand.
- 4.11 If the Relevant Company initiate an acquisition by agreement but twin tracks with compulsory powers, and subsequently withdraws from the

acquisition after the claimant has instructed a surveyor/valuer to represent them, a fee may be paid on a *quantum meruit* basis but not exceeding the *ad valorem* fee that otherwise would have been payable.

- 4.12 The fee payable under the Fee Scale does not cover work where a landowner/occupier objects to proposals and operations of the Relevant Company, seeks to terminate agreements with the Relevant Company resulting in any unnecessary negotiation, Necessary Wayleave application or Hearings, Public Inquiries or Compulsory Purchase proceedings. In all such cases no fee is payable.

5. Disturbance, Severance and Injurious Affection

- 5.1 "Disturbance" compensation includes compensation for matters not directly based on the value of land. Compensation excludes fees and expenses incurred solely in connection with the preparation and settlement of the claim.
- 5.2 Compensation for severance and injurious affection shall be taken to relate to the compensation payable for damage sustained by the claimant in respect of retained land, excluding the cost of accommodation works.
- 5.3 The fee in respect of the amount of compensation payable to a claimant on account of disturbance and for severance and injurious affection shall be calculated in accordance with an agreed position on a case-by-case basis between the Relevant Company and the surveyor/valuer. Where the claim involves disturbance and severance/injurious affection then the

compensation under these heads shall be aggregated for the purpose of assessing the fee.

- 5.4 Where surveyors/valuers are representing multiple owners in relation to small scale residential injurious affection claims for existing high voltage overhead and high voltage underground lines, the surveyor/valuer shall recover their fee from the party instructing them, and in certain circumstances the Relevant Company may agree a fee, up to a maximum of £510 for underground and £650 for overhead injurious affection claims. VAT will be paid subject to the grantor's VAT status. The fee will be paid to the grantor's solicitor upon legal completion of the Deed of Grant/Servitude.
- 5.5 In relation to all other individual injurious affection claims, it shall be at the discretion of the Relevant Company as to whether the other basis of remuneration will apply.

6. Betterment

- 6.1 Where an amount of compensation payable has been reduced by offset for betterment, the amount of the fee chargeable to the client shall be calculated on the amount of compensation payable before deduction of betterment.
- 6.2 In cases where the amount of betterment exceeds the aggregate of the compensation and surveyor/valuers fee otherwise payable, claimants are not usually entitled to reimbursement of the surveyor/valuer fee since they are deemed to pay the fee out of the betterment received. In such a case

payment of a fee would place them in a better position after the acquisition than before it.

- 6.3 However, it is accepted that there could be cases where this may cause hardship to a claimant, and that the employment of a surveyor/valuer by the claimant would be of benefit to the Relevant Company in determining the amount of betterment. Should the amount of betterment not significantly exceed the aggregate of the compensation and surveyor/valuer's fee otherwise payable, and not be reasonably capable of realisation by the claimant, it may be appropriate for the Relevant Company to pay an ex-gratia fee on a *quantum meruit* basis if that would be equitable in all the circumstances of the case. The fee should not in any event exceed the *ad valorem* fee that would have been payable had there been no betterment.

7. Accommodation Works

- 7.1 "Accommodation Works" means work that benefit the claimant and mitigate the amount of compensation otherwise payable and are carried out by agreement and executed by the Relevant Company. They do not include works provided outside the claimant's retained land without option of compensation or works carried out by a claimant.
- 7.2 Where accommodation works situated on the retained land of a claimant are carried out by the Relevant Company, the cost of such works should generally be dealt with on a *quantum meruit* basis. This reflects the requirement for the surveyor/valuer to approve or agree the

specification and extent of the works, and advise the claimant accordingly, and inspect on completion of the works.

- 7.3 If works carried out outside the claimant's retained land are part of the Relevant Companies proposal no addition should be made, but whereas a result of negotiations, additional works were provided which mitigated the amount of compensation otherwise payable, it would be appropriate to have regard provided it does not exceed the amount of mitigation.

Inspection of Accommodation Works

- 7.4 The Relevant Company will be responsible for site supervision, however, there may be exceptional cases where the claimant's surveyor/valuer may request to inspect part of the works. Where with the prior agreement of the Relevant Company, it is necessary for the surveyor/valuer to inspect the works and the surveyor/valuer has to make further visits to the site for this purpose or is specifically requested by the Relevant Company to make additional visits to inspect the works during construction, a fee shall be paid on a *quantum meruit* basis of £50 per hour. Should any subsequent claim arise, this will be assessed based on *quantum meruit*.

8. Travelling and Out-of-Pocket Expenses

- 8.1 The fee under the Fee Scale is inclusive of office expenses (e.g. stationery, postages, telephone calls, photocopying and other expenses). Travelling and subsistence expenses, reasonably and necessarily incurred when overnight accommodation is

required by the surveyor/valuer in connection with the preparation and settlement of the claim will be payable in addition to the Fee Scale. Mileage rates should be calculated from the surveyor/valuer's normal place of work to their client's location and should be reduced and aggregated where other non-relevant company clients are being visited and in accordance with HMRC nationally published mileage rates.

9. Aggregation

- 9.1 Where two or more properties and/or interests are acquired and injurious affection is not being paid it may be reasonable to aggregate the compensation for the purpose of calculating the appropriate Scale fee, in accordance with the following general principles:

- (i) Where separate properties and/or interests in a scheme are separately owned by the claimant, a separate fee will be payable in respect of each ownership;
- (ii) Where separate properties and/or interests are in the same ownership the general rule will be that only one fee, calculated on the aggregate compensation agreed with the one claimant, will be payable;
- (iii) If, in relation to any group of properties and/or interests in the same ownership within the same Registered party proposal, the compensation should normally be aggregated for fee purposes provided that the intimation of claim was served within such a period as would reasonably have

enabled the surveyor/valuer to have undertaken the work involved at or about the same time;

- (iv) If there were more than one scheme, separate fees would normally be payable, calculated on the aggregate of the compensation for properties and/or interests in the same ownership in the same scheme.

9.2 Aggregation does not apply for the purpose of calculating fees associated with claims for disturbance and / or severance and injurious affection. Notwithstanding that aggregation may be applicable for the purpose of the Fee Scale, the fee in respect of the compensation for disturbance and / or severance and injurious affection in respect of each property should be assessed separately.

9.3 It is recognised that there may be cases in which aggregation would not be appropriate. For instance, there may be properties of such diverse character or dissimilar use, within one Registered party proposal and in the same ownership, that it would be inequitable to invoke these aggregation provisions.

10. Effect of Tax Liability on Amount of Compensation

10.1 The general principle is that fees should be calculated on the amount of the compensation payable. Therefore, in cases in which the amount of the compensation is adjusted either upwards or downwards because account had been taken of a liability to tax, the fee should be calculated on the

adjusted amount of compensation payable.

11. Fees on Fees

11.1 Fees should be calculated on the total amount of the compensation excluding fees incurred solely in connection with the preparation of the claim or settlement of the amount of compensation. Where the claimant incurs fees, these shall not be added to the surveyor/valuer's claim for the purposes of calculating the surveyor/valuer's fee. The claimant's fees should be reimbursed directly from the Relevant Company to the claimant.

12. Value Added Tax

- a) Cases in which the claimant is not registered for VAT.

The surveyor/valuer is under an obligation (if registered for VAT) to charge VAT on all fees for professional services, including fees payable in accordance with the Fee Scale and to account for VAT to the tax authorities in accordance with the relevant legislation. The general principle is that the Relevant Company should pay VAT in addition to the fee only if the claimant is not registered for VAT.

- b) Cases in which the claimant is registered for VAT

If the claimant is registered for VAT, the Relevant Company will not normally pay VAT in addition to the fee. In such cases the surveyor/valuer should account to

the claimant for the payment of VAT in respect of the fee. The claimant should then be able to recover the VAT from HMRC through their periodic input return. Where the claimant is registered for VAT but is unable to recover some or all the VAT, such proportion of the VAT as may be appropriate in the circumstances may be reimbursed by the Relevant Company in addition to the fee.

13. Valuation of Special Assets

If it were necessary for the preparation or the settlement of a claim to value assets of a type not normally assessed by a surveyor/valuer, a fee for a specialist surveyor or other professional expert may be payable in addition to the Fee Scale and as agreed by the Relevant Company. In such cases the fee for the specialist surveyor/valuer shall be assessed individually.

14. Notes

- a) The Relevant Company will pay fees promptly once agreed. However, delay by the surveyor/valuer or claimant in settling a claim would not be grounds for increasing the fee.
- b) Where the surveyor/valuer is involved only in agreeing the route for the Relevant Company's works more specifically works by SEPD and SHEPD and/or obtains wayleave consent, the fee shall be £245. Where a subsequent claim is made relating to the same scheme, the above will be

deducted from the fee that is calculated under the Fee Scale.

- c) The relevant quantum meruit rate shall be used to calculate the fee where a surveyor/valuer negotiates a standalone (not associated with any other works) grant of a servitude or easement on capitalisation of a wayleave payment and/or any agreed compensation. The fee will be paid on completion of the legal documentation. No fee shall be payable should the legal transaction fail to conclude.
- d) Where the surveyor/valuer obtains a wayleave consent for the retention of existing apparatus, more specifically works by SEPD and SHEPD a fee of £150 shall be payable. Where the electricity apparatus solely provides electricity to the claimant's property or the claimants tenants or to leased property no fee shall be payable.