

Dated

AND

**Assignment of the right to receive a reimbursement
payment under Electricity (Connection Charges) Regulations**

Relating to

Job Ref Number:

THIS DEED is dated

PARTIES

- (1) **Assignor/Previous Party** who has right to receive reimbursement payment:

(hereinafter: **Previous Party**)

- (2) **Assignee/New Party** who has the right to receive reimbursement payment:

(hereinafter: **New Party**)

BACKGROUND

- A. The Previous Party was provided with a connection from Southern Electric Power Distribution's network to:

on (the "Connection")

- B. Under the Electricity (Connection Charges) Regulations 2017 ("ECCR"), the Previous Party may be eligible to receive a reimbursement payment from any subsequent connecting parties who make use of the Connection, provided certain conditions of the ECCR are met (the "ECCR Payment")
- C. The Previous Party has agreed to assign all of its legal and beneficial rights that it may have to receive the ECCR Payment to the New Party on the terms and conditions set out below.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.

Assignment Date: the date of this deed or any later date agreed in writing by the parties to this deed.

Business Day: a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

2 ASSIGNMENT

- 2.1 Subject to the terms of this deed, the Previous Party unconditionally, irrevocably and absolutely assigns to the New Party all the Previous Party's rights, title, interest and benefits in and to any reimbursement payment that the Previous Party may be due under the ECCR 2017 which arises from the Connection with effect from the Assignment Date.
- 2.2 The New Party agrees that it shall accept the assignment referred to in clause 2.1.

3 NOTICE

The Previous Party shall deliver to Southern Electric Power Distribution a copy of this agreement within five Business Days of the date of this deed

4 RELEASE

- 4.1 The parties agree that from the Assignment Date the Previous Party no longer has any rights in relation to the ECCR Payment

5 COSTS

- 5.1 Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this deed (and any documents referred to in it).

6 THIRD PARTY RIGHTS

- 6.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

7 GOVERNING LAW AND JURISDICTION

- 7.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 7.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by:

.....
[Signature of Party]

In the presence of:

Name of witness:

Address of witness:

.....
[Signature of witness]

Occupation of witness:

Signed as a deed by:

.....
[Signature of Party]

In the presence of:

Name of witness:

Address of witness:

.....
[Signature of witness]

Occupation of witness: