

Waiving the right to receive reimbursement payment.

Under the Electricity (Connection Charging) Regulations 2017 an Eligible Person may waive their right to receive a reimbursement payment from any second comer who makes use of that connection. When the customer makes contact (via mail, e-mail, phone, internet, fax) with us regarding this, we should advise the customer that waiving the right is irrevocable and that we would require them to put the request to waive in writing. We must also advise them that if they decide to proceed, they may wish to take independent legal advice. If they wish to proceed then we can advise them that we have a standard form letter which we can send out to them.

The Eligible Person needs to fill out the relevant information, sign the letter and return it to us.

The name of the Eligible Person:

Address:

Quotation accepted:

Completion date:

PROMIS job number:

Dear Sir/Madam,

You contacted us on _____ to inform us that you wish to waive your right under the Electricity (Connection Charging) Regulations 2017, to receive a reimbursement payment from any subsequent connecting customer who makes use of a connection which you have previously paid for.

We informed you that you would need to put this waiver in writing and we now attach the following form for you to complete and return to us should you still wish to proceed.

PLEASE BE AWARE THAT SIGNING THE ATTACHED HAS LEGAL IMPLICATIONS FOR YOU AND YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL ADVICE IN RESPECT OF YOUR RIGHTS BEFORE SIGNING.

I entered into an agreement on _____ with _____ regarding a connection to the electricity distribution network at :

under job number _____

I hereby irrevocably waive my legal right under The Electricity(Connection Charging) Regulations 2017 (ECCR) to receive a reimbursement payment in relation to the previous connection charge paid for by me for the connection at

and under job no.

I confirm that I understand that by signing this letter and returning it to I will no longer be entitled to receive any reimbursement payment regarding this connection. And I proceed with the full knowledge of the consequences of my action and I accept those consequences.

I confirm that I have been advised to seek independent legal advice regarding the contents of this letter and the consequences of waiving my legal right to compensation

Print Name:

Signature:

.....

Date:

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 Scottish Hydro 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 Scotland.
- 7.2 Each party irrevocably agrees that the courts of Scotland 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.

Signed for and on behalf of the Previous Party

Designation:

Place & Date of Signature:

.....
[Authorised Signature]

In the presence of:

Name (print name):

Address:

.....
[Signature of witness]

Signed for and on behalf of the New Party:

Designation:

Place & Date of Signature:

.....
[Authorised Signature]

In the presence of:

Name (print name):

Address :

.....
[Signature of witness]