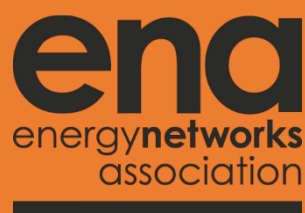


Rights over land for electricity infrastructure

CODE OF PRACTICE



Published 30th May 2025 (version 1)

Contents

1.	About this Code of Practice and How to Provide Feedback	2
2.	Background and Context to this Code	2
3.	Professional Conduct and Communication Standards.....	3
4.	Landowner's Professional Costs	4
	What Should a Representative Acting for a Landowner Do?.....	4
	What Should a Licence Holder Do?.....	5
	Disputes over Professional Costs	6
5.	Licence Holder Works Affecting Landowner's Property	6
	Timely Engagement and Communication Standards	6
	Interests in Land/Property	6
	Pre-entry Works/Surveys	7
	Delivery of Works.....	7
	Emergency Works	8
	Reinstatement.....	8
	Taking Access to Existing Infrastructure.....	8
6.	Landowner-led Requests	9
	Asset Alteration.....	9
	Consents for Existing Equipment	11
7.	Seeking Agreement for Terms.....	11
	Use of Statutory Powers	11
8.	Negotiating a Claim.....	12
9.	Settlement of a Claim – Practical Matters	13
10.	Dispute Resolution.....	13
11.	Complaints Concerning Non-Adherence to the Best Practice Set Out in this Code	14
	Definitions	16
	Appendix 1 – Supporter Signatories that endorse this Code.....	18
	Appendix 2 – Contact Details for Licence Holders for Complaints regarding this Code	19
	Appendix 3 – Acknowledgements.....	20

1. About this Code of Practice and How to Provide Feedback

1.1 This Code of Practice (hereinafter referred to as “Code”) is intended to provide best practice guidance to encourage behaviours that seek to balance the rights and interests of those who install and operate electricity infrastructure (Licence Holders) with those whose land and property is impacted by such equipment (Landowners).

1.2 The Code is aimed at Representatives and Licence Holders. The Code is not intended to govern or interfere with negotiations in respect of agreements over land, but instead focusses on best practice guidance that, if adopted, should facilitate all Parties in seeking a fair outcome. The Code is not intended to guide Landowners directly on the correct behaviours to adopt but, nonetheless Landowners may find this Code a useful guide when instructing Representatives to act for them.

1.3 This Code is voluntary, setting out what is seen as best practice, and does not override existing legislation, statutory or other legal rights and obligations of any Party, or professional rules and guidance, which may apply to any Party.

1.4 Readers of this Code are encouraged to refer to the Definitions at the back of this document to understand the terms used and their intended meaning.

1.5 This is the first version of the Code, which is being trialled for a period of 12 months. This version of the Code will remain in circulation until further notice or until replaced with a subsequent version.

1.6 It is intended that this Code will be reviewed after the 12-month trial period, ensuring it clearly sets out and encourages best practice. Should any Party have feedback on this Code, please complete the online survey: <https://www.surveymonkey.com/r/88Y69DV>. Feedback will help inform the review of this Code and any subsequent updates or amendments that may be required.

1.7 The Central Association of Agricultural Valuers (CAAV) are the current document owners and are responsible for collating feedback. Parties are encouraged to provide feedback on this Code via the online survey, as mentioned above. However, for general enquiries about this Code, please contact the CAAV by email: enquire@caav.org.uk.

2. Background and Context to this Code

2.1 This Code has been created with representation from various stakeholders working in and advising on rights over land for electricity infrastructure.

2.2 This Code is endorsed by the Energy Networks Association (ENA), representing Licence Holders, the Central Association of Agricultural Valuers (CAAV) and the Royal Institution of Chartered Surveyors (RICS), collectively referred to in this Code as the Representative Bodies. These Representative Bodies support the principles of this Code and have endorsed it. Members of the Representative Bodies should see the behaviours and principles outlined in this Code as best practice.

2.3 Other organisations that have either contributed to the content of this Code and/or support the principles of this Code are those listed in Appendix 1 as Supporter Signatories. The Supporter Signatories will advise their members of the existence of this Code.

2.4 The Representative Bodies who endorse this Code are committed to supporting the UK and devolved governments in achieving the transition to Net Zero for all, for example by decarbonising electricity generation and maintaining energy security. The Representative Bodies acknowledge the UK government's estimation of the vast scale of the electricity network build that will be required to meet projected future peak electricity demand, as set out in the Electricity Networks Strategic Framework¹ (and successor strategies).

2.5 There is a balance to be struck between the need for Licence Holders to reinforce and build new infrastructure and the rights of Landowners. For the network build project to succeed, Licence Holders must be able to make Agreements efficiently with Landowners to install, to keep installed, and to access the infrastructure and equipment they need (see section 7 below). In making these agreements, the rights and interests of Landowners must be understood and respected.

2.6 It is recognised that if success in the Net Zero network build is to be achieved, good relationships between Licence Holders and Landowners need to be fostered and maintained. The expectation should be that Representatives act reasonably, constructively, positively and efficiently, and bear in mind the public interest whenever land access and Agreements are necessary.

2.7 At the heart of this Code is the principle of reasonableness.

2.8 This Code outlines best practice guidance on conduct, and it sets out the high-level principles and standards of behaviour that should govern the negotiation of all Agreements.

2.9 This Code aims to encourage Parties to agree terms voluntarily and without recourse to the Exercise of Statutory Powers. Nevertheless, it applies to all negotiations for any Agreement.

3. Professional Conduct and Communication Standards

3.1 Representatives have responsibilities to act professionally, with integrity, reasonableness and be competent, diligent and honest. These responsibilities go beyond simply getting the best deal for the Landowner or Licence Holder. Expected standards include:

- Provide a high standard of service;
- Act on client instructions;
- Act in a way that promotes trust;
- Treat others with respect;
- Take responsibility;
- Have a good understanding of the relevant law and practice;

¹ Electricity Networks Strategic Framework: Enabling a secure, net zero energy system (published by Department for Business, Energy & Industrial Strategy and Ofgem – August 2022).

- Maintain communication with all affected Parties in a professional and timely fashion.

3.2 Where relevant, Representatives are expected to follow the RICS Professional Standard *'Surveyors advising in respect of compulsory purchase and statutory compensation'*, UK, 2nd edition² (as may be substituted or amended), irrespective of whether they are regulated by the RICS or not. In particular, this would include managing expectations, whether of a Landowner or Licence Holder, and this might include, but not be limited to:

- Advising the respective Parties as to the correct process and procedures, where relevant;
- Not being afraid to correct the instructing Party where they misunderstand the position, or to challenge them where they propose an inappropriate response;
- Assist the respective Parties to listen and aid understanding of the rights, obligations and constraints of the other Party;
- Acting on the instructions of the Landowner or Licence Holder.

4. Landowner's Professional Costs

4.1 Representatives are expected to cooperate in respect of professional costs and adopt the provisions concerning professional costs set out in the RICS Professional Standard *'Surveyors advising in respect of compulsory purchase and statutory compensation'*, UK, 2nd edition (as may be substituted or amended), whether or not the Representative is a member or fellow of the RICS.

4.2 Licence Holders are expected to reimburse the Landowner for reasonable professional costs that are reasonably incurred by the Landowner relating directly to the execution of works or the negotiation of consents and Agreements (but see remainder below).

What Should a Representative Acting for a Landowner Do?

4.3 In advance of undertaking any work, the Landowner's Representative should provide in writing to the Licence Holder confirmation of their authorisation to work on behalf of the Landowner. However, it is acceptable for such documentation to be sent to the Licence Holder after work commencing in instances where delaying action could result in adverse consequences to either the Licence Holder or the Landowner (or both).

4.4 Landowner Representatives should inform the Landowner, at the earliest opportunity, and before time is incurred, that the Landowner bears ultimate liability for their professional costs. In addition, the Representative should advise the Landowner before time is to be spent on matters for which costs are not normally reimbursed by the Licence Holder. This may include, for example, time spent objecting to a proposed scheme and a Landowner-led network alteration request.

4.5 Where it is intended to seek reimbursement of professional costs from the Licence Holder, it is important to agree this with the Licence Holder in writing prior to the Landowner

² <https://www.rics.org/profession-standards/rics-standards-and-guidance/sector-standards/land-standards/surveyors-advising-in-respect-of-compulsory-purchase-and-statutory-compensation-uk>

incurring such costs. Proposals for the reimbursement of professional costs should be presented promptly to the Licence Holder. Whilst it is not for the Licence Holder to direct the basis on which a Representative should charge their client (the Landowner), the Licence Holder should take this opportunity either to agree (in writing) with what has been presented to them or to raise their concerns to be discussed. This should assist in minimising the potential for disagreement or dispute when costs are claimed. Concerns raised at this initial point are likely to carry more weight should a dispute arise further down the line.

4.6 Representatives should seek to agree the basis of reimbursement of Landowner Representative professional costs. Depending on the type of work, one of the following bases for reimbursing costs would be appropriate:

- Time and expenses (to be supported by timesheets)
- Fee scale (or band)
- Fixed fee

4.7 Where a Licence Holder proposes reimbursement of costs based on a scale or band relating to the perceived level of activity expected in respect of an Agreement and/or compensation (irrespective of whether or not the matter proceeds to completion), it should be considered whether that approach is reasonable and will not unreasonably restrict the extent of advice that the Landowner's Representative is able to provide. Where appropriate, Representatives may consider agreeing an interim level of reimbursement of reasonable costs reasonably incurred, which can be increased by agreement in the event of further work being required than initially envisaged.

4.8 Representatives should not prevent or restrict a Licence Holder from proceeding with required works pending agreement over the appropriate basis of reimbursement of professional costs. However, the Landowner will not usually provide instructions to their Representative, which leads to them incurring costs, until there is an agreement on costs.

What Should a Licence Holder Do?

4.9 As mentioned above, Licence Holders should adopt clear and reasonable policies and procedures for reimbursing Landowner professional costs that enable Landowners to obtain appropriate professional advice and recognise the important role that Landowners and their Representatives have in assisting the Licence Holder in delivering their licence obligations.

4.10 It is best practice for Licence Holders to have internal policy and guidelines regarding levels of costs for certain types of work (e.g. fee scales) and it is important that Licence Holders regularly review such policies and fee scales, ensuring that they are at an appropriate level to cater for most cases. Licence Holders may find it helpful to review external research on fee levels, for example, the CAAV Fees Survey Report³. Licence Holders should retain flexibility to review the professional costs in all cases including where the scope of work changes or other exceptional circumstances apply. See also 4.7 and 4.8 above.

³ The CAAV Fees Survey Report is published annually on its website - <https://www.caa.org.uk/resources/caav-fees-survey>

Disputes over Professional Costs

4.11 Where a dispute over professional costs incurred by a Landowner arises, the Parties should consider Alternative Dispute Resolution (ADR) (see section 10 below). The intention should always be to ensure that a Landowner is not unfairly left out of pocket, whilst at the same time, ensuring reasonable professional costs are reimbursed.

5. Licence Holder Works Affecting Landowner's Property

Timely Engagement and Communication Standards

5.1 The below best practice is intended for intrusive access to a Landowner's property. For non-intrusive access (for example, fixing a safety notice to existing apparatus or a pole inspection) not all the steps outlined below will be required. Representatives are expected to use their judgement and contact the Landowner in a manner that suits the circumstances.

5.2 The suggested steps below are not intended to be prescriptive – each Licence Holder will have different processes and systems. The key message is that Landowners should be contacted ahead of access being taken, with as much notice as is reasonably practicable.

5.3 Prior to entry for any works (except for emergency works) the Licence Holder should:

- Contact the Landowner outlining the proposed access requirements, scheme/works (including the purpose and timescales) required by the Licence Holder and/or their customer; and
- If appropriate for the type of work involved, enclose an appropriately scaled map/plan illustrating individual field/property boundaries and other features to help the Landowner identify where the work is to take place, including any access routes, location of new infrastructure and working area(s);
- Specify how long works are anticipated to take and the proposed start date;
- Where appropriate, provide the Landowner with a link to any relevant guidance documents (e.g. separate Codes of Practice to this Code or access and health and safety protocols) that the Licence Holder may have;
- Ensure that appropriate biosecurity measures are agreed and adopted and that contractors make appropriate arrangements for welfare facilities to be available.

5.4 The Licence Holder should ensure that correspondence to the Landowner includes the site operatives contact details, i.e. the operative/contractor/delivery partner responsible for undertaking the work – once these details are known and prior to work commencing on site. In addition, contact details for the Licence Holder should be provided to the Landowner.

5.5 The Licence Holder's operatives/contractors and delivery partners should always carry and exhibit to the Landowner, or their Representative, upon reasonable request, proof of their identity and authority to work on behalf of the Licence Holder.

Interests in Land/Property

5.6 The Landowner or their Representative should expect to provide to the Licence Holder:

- their contact details and details of any Representative acting on their behalf;

- confirmation of the Landowner's interest in the property and details of other parties who may be impacted by the Licence Holder's works (note, in most cases it will not be necessary to instruct a solicitor to provide epitome of title or other confirmation of land interests, unless the Licence Holder requests this and has confirmed that the costs of doing so will be reimbursed by them); and
- information that may be relevant to the planned works, particularly where this may mitigate a compensation claim. Examples could include land drainage plans, planned sporting activities, details of environmental schemes, cropping regime, vegetation management (e.g. trimming/felling of existing trees), rights of way (public/private), conservation interests, sporting rights, etc.

5.7 Representatives should endeavour to provide a timely response to any communication.

Pre-entry Works/Surveys

5.8 A site meeting should be arranged pre-works (on request of either Party) to discuss the works, agree access route(s) and to establish detail of existing infrastructure and operations including but not limited to the information outlined in 5.6 above, with the aim of mitigating damage/disturbance to the Landowner during the Licence Holder's planned works.

5.9 A photographic pre-entry record of condition should also be undertaken of the intended access routes and working areas (where this is in the interests of one or both Parties) and agreed by the Parties as a fair record of condition. The record of condition can be completed either by the Licence Holder or the Landowner's Representative (the latter, subject to agreement on costs).

5.10 Detail of works/surveys (as appropriate) are to be provided by the Licence Holder and discussed prior to any action, including information regarding vehicular access or intrusive works.

5.11 The Landowner or their Representative is to provide information regarding challenges, where these are known or envisaged, for pre-works access or works, to the Licence Holder's Representative and for the reasonable representations of the Landowner to be taken into account. On occasion, depending upon the nature of the survey works and the land upon which these will take place, it may be appropriate for Risk Assessment and Method Statement (RAMS) to be submitted to the Landowner or their Representative.

Delivery of Works

5.12 Best practice is for the Licence Holder to encourage its contractors to maintain high standards of conduct and mitigate damage to Landowner's property and the environment (e.g. minimising surface damage to soils, etc) wherever reasonably practicable. As there is no contractual relationship between the Licence Holder's contractor and the Landowner, any problems, losses, or otherwise, arising from the actions or omissions of the contractor are to be directed to the Licence Holder or their Representative. Moreover, the Licence Holder's Representative should seek to resolve issues that arise in consequence of the contractor's actions in a timely manner to the Landowner's reasonable satisfaction. It should be understood by all that delivery of intrusive infrastructure works will inevitably lead to some

damage to land being caused. The record of condition (see 5.9 above) is important to satisfy all Parties that any damage that cannot be avoided will either be rectified by reinstatement works, or the Landowner compensated in lieu of reinstatement by the Licence Holder.

5.13 Representatives for the Licence Holder should provide details of any agreed designated working area, access routes and any restrictions or conditions that are relevant to their contractor.

5.14 The Landowner's Representative should advise the Landowner regarding the Landowner's duty to mitigate loss. For example, a Landowner should continue with any planned cultivations or planting until entry is taken or as otherwise expressly agreed between the Parties.

Emergency Works

5.15 Licence Holders may not always be able to contact Landowners prior to taking entry for emergency works. However, good practice is for a Licence Holder to contact the Landowner as soon as practicable even if after such entry has been taken.

5.16 Landowners and their Representatives should not hinder Licence Holders in exercising reasonable access for emergency works.

Reinstatement

5.17 Where damage occurs, Licence Holders are responsible for reinstatement to the condition of land and property that existed prior to the works taking place, as soon as reasonably practicable, and/or settling claims. This can include damage that may arise outside of the working area and access routes. Best practice for agricultural land reinstatement is for the Landowner to be offered the opportunity to carry out agricultural cultivations and re-seeding works, providing an estimate of costs for these works to the Licence Holder. The Parties should discuss and agree who will undertake reinstatement works, which might be split between the Licence Holder and Landowner.

5.18 Claims, where made in lieu of reinstatement work, are dealt with below in Section 8.

Taking Access to Existing Infrastructure

5.19 This section provides guidance to Representatives in relation to existing electricity infrastructure.

5.20 A Licence Holder may need access to existing infrastructure for a variety of reasons. Some of the work will be routine inspections and maintenance, which may have minimal impact or disruption to most Landowners. In these instances, the level of engagement with Landowners and their Representatives is less likely to require all the steps outlined above. The level of Representative input and effort should be commensurate with the facts in each case.

5.21 Conversely, for more intrusive works, for example upgrading an existing overhead line or replacing a tower, this is likely to require more engagement with Landowners and their Representatives. A site meeting is more likely to be arranged for more intrusive works, as described above.

5.22 Where a Licence Holder is seeking access, it is good practice for them to contact the Landowner outlining the work to be carried out and, if requested by the Landowner, providing a copy of any relevant Agreement free of charge.

5.23 Representatives acting for a Landowner should communicate to their clients the rights that exist and advise them of their obligations under the Agreement and, in all cases, Representatives should encourage the right behaviours from their Landowner client (insofar as possible).

5.24 In instances where no contractual rights exist for infrastructure to be on, under, or over land, all Representatives acting for Parties should cooperate and endeavour to agree reasonable terms to formalise the position, wherever possible. Where no such Agreement can be reached, a Licence Holder may rely on their Statutory Powers (see 7.5 below for more information).

6. Landowner-led Requests

Asset Alteration

6.1 Licence Holders are under a statutory duty to maintain a coordinated, safe and economical system of electricity distribution⁴ and will seek to achieve the most economical outcome for electricity bill payers when reviewing network alteration requests from Landowners.

6.2 Following an appraisal of the circumstances, it may not always be economic or practical for a Licence Holder to divert or remove infrastructure for operational reasons. All Parties should use reasonable endeavours to avoid unnecessary network alterations and seek to minimise the extent of any work where practicable.

6.3 It is best practice for the Landowner, or their Representative, to provide an explanation for the diversion request. When receiving a request to divert or remove electricity infrastructure, it is best practice for a Licence Holder to undertake an options appraisal in a timely manner, which should consider the cost and technical feasibility of:

- Laying the infrastructure underground, usually within land that is in the ownership of the Party requesting the termination/diversion;
- Diverting the infrastructure overground – either on the existing Landowner’s land or on other third party land;
- Compensating the Landowner for infrastructure being retained (n.b. the amount of compensation is governed by the Compensation Code and therefore will represent diminution in value of relevant property interests and NOT the associated cost of moving the infrastructure).

6.4 The Licence Holder should provide an explanation to the Landowner or their Representative of its decision.

⁴ Section 9 of the Electricity Act 1989 for Licence Holders in Great Britain; Article 12 of the Electricity (Northern Ireland) Order 1992 for Licence Holders in Northern Ireland.

6.5 The Licence Holder will need a period of time to evaluate the different options, which may include liaising with nearby third-party Landowners to assess the viability of diverting the infrastructure. The Licence Holder should endeavour to keep the Landowner, or their Representative, informed and updated. If the Licence Holder agrees to divert the equipment, and this requires the acquisition of third-party Landowner consents, then the period of time this takes will vary depending upon the co-operation and willingness of those third parties to enter into Agreements to install new infrastructure on their land. Other third-party consents may also be required, such as a Section 37 of the Electricity Act 1989 (or the equivalent in Northern Ireland) consent for overhead lines to be constructed.

6.6 Where contractual rights have terminated and the Landowner requires the Licence Holder to carry out network alterations, Representatives for the Landowner should assist the Licence Holder to appraise the request by clearly setting out the Landowner's reason(s) why existing infrastructure should not remain in situ and alert the Licence Holder to any alternative locations that may be suitable.

6.7 If the Landowner has development proposals, there is benefit in early engagement with the Licence Holder, even before an application for planning permission or other consents (if these are needed) is submitted. However, a copy of the planning permission approval letter (if planning approval is required) and/or approved plans will assist the Licence Holder in assessing the impact of the development on its equipment and possible options to divert infrastructure. If network alteration work is agreed, it is unlikely that a Licence Holder will commission such works until there is certainty that the development will proceed. A Licence Holder may ask for additional evidence in some circumstances to assess the validity of the Landowner's intention to develop.

6.8 Both the Landowner and the Licence Holder have statutory rights⁵ that they can rely upon if agreement to a network alteration cannot be reached. However, utilisation of these statutory rights should be considered as the last resort - best practice is for the Parties to negotiate with a view to an Agreement being reached.

6.9 In addition to the general professional conduct and communication standards mentioned elsewhere in this document, those Representatives acting for Landowners should:

- Tailor their clients' expectations in terms of likely timescales, providing advice on how to phase or plan development work, if appropriate;
- Explain that the professional costs incurred in pursuing a diversion or termination are normally to be met in full by the Landowner (it is unusual for a Licence Holder to contribute towards or reimburse the professional costs of the Landowner in such circumstances);
- Act reasonably, seeking to understand the Licence Holder's constraints and work constructively and positively to find a solution where this is possible. Whilst acting for their Landowner client, it is expected that Representatives will also be mindful of the

⁵ In Great Britain, statutory rights of both Parties exist under the Electricity Act 1989. In Northern Ireland, the equivalent legislation is the Electricity (Northern Ireland) Order 1992.

importance and essential need of the electricity network, with the wider benefits to society that brings.

Consents for Existing Equipment

6.10 Where an Agreement concerning electricity equipment installed on private land has come to an end (whether that be by the effluxion of time, change of ownership of the land, or termination by either Party pursuant to a clause within an Agreement), the Licence Holder retains the right under statute to keep the equipment installed on the land.

6.11 In these circumstances, where the Landowner's preference is for a new Agreement, it is best practice for the Landowner, or their Representative, to issue a request for an Agreement to the Licence Holder and for the Licence Holder to engage positively and constructively in negotiations with the Landowner and/or their Representative to conclude a consensual Agreement. The aim should be for Parties to negotiate and settle new, voluntary Agreements on terms that are fair and reasonable.

6.12 Both the Landowner and the Licence Holder possess statutory rights⁶ that can be relied upon if a consensual Agreement cannot be reached. However, the utilisation of these statutory rights should be considered as the last resort - best practice is for the Parties to negotiate with a view to an Agreement being reached.

7. Seeking Agreement for Terms

7.1 The Parties should enter productive negotiations to complete a new Agreement, where one is required.

7.2 All Parties should work towards a consensual Agreement using reasonable endeavours to undertake the completion of documents in an efficient and timely manner, whilst setting out their respective positions.

7.3 Agreed terms should be recorded in writing to mitigate the risk of misunderstanding and/or disputes.

7.4 Where it is necessary for Parties to instruct solicitors in relation to the completion of documents, Parties should provide instructions promptly and thereafter support their legal Representative to complete the documents required within a reasonable period of time, according to and with consideration to the requirements of the Licence Holder's project (if applicable) and the interests of the Landowner.

Use of Statutory Powers

7.5 The aim of Parties and their Representatives should be to reach voluntary Agreement wherever possible. Prior to the Exercise by the Licence Holder of its Statutory Powers, the Licence Holder should make reasonable efforts to reach a voluntary Agreement with the Landowner, with the expectation that the Landowner and their Representative will engage. In

⁶ In Great Britain, statutory rights of both Parties exist under the Electricity Act 1989. In Northern Ireland, the equivalent legislation is the Electricity (Northern Ireland) Order 1992.

instances where a Licence Holder makes an application for Statutory Powers to meet the timescales for delivery of a project, the expectation is that negotiations to achieve a voluntary Agreement will continue in parallel.

8. Negotiating a Claim

8.1 In considering the approach to negotiation of a claim, Representatives should have in mind the summary offered by paragraph 3.7 of the RICS Professional Standard ‘*Surveyors advising in respect of compulsory purchase and statutory compensation*’, UK, 2nd edition:

“You must provide your client with balanced and professional advice that seeks to secure an equitable outcome for a reasonable cost and within a reasonable timescale.”

8.2 The above principle is relevant whether the negotiation is voluntary, in the shadow of compulsory purchase, or where Statutory Powers are used. Licence Holders only need to have statutory compensation in mind and will not necessarily be restricted to it.

8.3 While Representatives will each have their own preferred approach to negotiations, Parties should also bear in mind the duty to mitigate the claim. In terms of the negotiation, commitment to mitigation should include, but not be limited to:

1. The Landowner’s Representative submitting a properly evidenced claim at the appropriate time, outlining the VAT status of the Landowner or property, as may be relevant;
2. The Licence Holder reviewing the claim and responding to it without undue or unreasonable delay;
3. Each Party responding to queries from each other as soon as is reasonably practicable;
4. Each Party making supporting evidence available in a reasonable timeframe;
5. Neither Party withholding information or evidence that could assist in reaching settlement.

8.4 Where feasible, in long running or complex schemes, it may be appropriate for a Landowner’s Representative to submit, and Licence Holder to consider, an interim claim for losses incurred to date. For example, this may be relevant in situations of prolonged temporary possession when claims for losses may best be made at agreed intervals.

8.5 Licence Holders should review and assess genuine claims with the intention of the Landowner receiving a fair and reasonable settlement in accordance with the Compensation Code.

8.6 Licence Holders should respond to claims in a timely manner with the aim of reaching a consensual settlement. Where agreement cannot be reached, consideration should be given to the use of ADR (see section 10 below).

9. Settlement of a Claim – Practical Matters

9.1 Once an interim, or final compensation, claim is agreed there will then be practical matters to ensure the Landowner is paid the correct amount and that treatment of VAT is correctly accounted for.

9.2 A Licence Holder will have processes and systems in place to minimise the risk of fraud, as well as ensuring correct accountancy procedures are followed.

9.3 It is best practice for the Licence Holder to outline what its requirements are for a claim to be settled efficiently. This may include asking for details of the Landowner's bank account or requesting a signed statement from the Landowner to confirm where funds are to be transferred.

9.4 All elements of compensation are strictly due to the Landowner, as the claimant, and this includes the reimbursement of professional costs (see section 4 above). However, it is often requested for compensation to be paid to the Landowner Representative's client account. Where a Licence Holder can facilitate this, and has received a duly signed mandate by the Landowner, it is best practice for the Landowner's preferred payment method to be adopted. This can assist with closing out a claim efficiently and mitigate further professional time and costs being incurred.

9.5 Licence Holders should endeavour to make payments within reasonable timescales.

10. Dispute Resolution

10.1 Disputes may arise between the Parties at any time, either before or after the granting of an Agreement. Irrespective of the nature of the dispute, the Parties are encouraged to reach a settlement voluntarily. Where Parties fail to reach consensual terms, Alternative Dispute Resolution (ADR) methods should be considered.

10.2 The pursuit of Statutory Powers can result in delays to Agreements being made and can lead to expense for both Parties. However, it may be necessary for a Licence Holder to apply for Statutory Powers to meet project timescales. Where disputes arise during the negotiation of terms for an Agreement, it is best practice for Parties to consider resolving matters through ADR. ADR can take place prior to and/or alongside the Exercise by the Licence Holder of its Statutory Powers.

10.3 Similarly, Landowners have statutory rights available to them⁷. Landowner's Representatives should encourage their Landowner clients to reach Agreements voluntarily in the first instance. Where this is not possible, the use of ADR (where appropriate) should be considered.

⁷ In Great Britain, statutory rights of both Parties exist under the Electricity Act 1989. In Northern Ireland, the equivalent legislation is the Electricity (Northern Ireland) Order 1992. Rights to object or make representations to a proposed scheme also apply under the Planning Act 2008 and other legislation.

10.4 Where disputes arise after the grant of Statutory Powers, it is best practice for Parties to consider ADR before any reference to a Tribunal is made regarding matters of disputed compensation.

10.5 Representatives should give due consideration to the use of ADR as a means of resolving disputes and as a means of avoiding the application for, or granting of, Statutory Powers, or the making of a reference to a Tribunal.

10.6 The HM Courts & Tribunal Service '*Compulsory Purchase Compensation, Land Compensation Disputes and Other References (T604)*'⁸ provides brief information on the use of ADR in compensation cases, focusing on mediation. Information on the different forms of ADR is also provided by the RICS and the CAAV, both of whom provide dispute resolution services. In most cases the Parties should consider taking professional advice about the use of ADR.

11. Complaints Concerning Non-Adherence to the Best Practice Set Out in this Code

11.1 This section relates to complaints made against a Representative or Licence Holder allegedly not adhering to the best practice principles of this Code.

The Complaints Handling Process

11.2 The first stage when issues arise should always be for the Parties to discuss and endeavour to resolve the issues between them. Failure to resolve the issues may result in a complaint arising: at each stage, this would lead to the complaint being elevated to the next stage.

11.3 Where issues relating to the best practice principles in this Code remain unresolved between Parties, the three-stage process below is recommended to be followed and run in sequence.

1. An acknowledgement of the complaint and informal review by a peer of suitable experience. For sole practitioners, a peer would be from an external organisation.
2. An internal formal review, which follows the appropriate complaints handling process. Note that Licence Holders may not have a formal process for complaints regarding this Code. However, best practice will be for Licence Holders to have an informal escalation process and the relevant contact details for these are provided at Appendix 2. Representatives, particularly those individuals regulated by the CAAV and/or the RICS, are required to have their own complaints handling procedures. It is recommended that such complaint handling procedures are followed if the complaint reaches this stage, but it will be up to each Representative, as an individual or a firm, to assess the nature of the complaint and whether such action is appropriate. In all circumstances,

⁸ Applies directly to England & Wales for disputes referred to the Upper Tribunal (Lands Chamber) and available at <https://www.gov.uk/government/publications/upper-tribunal-lands-chamber-land-compensation-t604-and-t616>.

the intention should be not to duplicate existing complaint handling procedures, where these exist.

3. An external formal complaint referred to the appropriate professional body or the ENA, as is appropriate:
 - The CAAV and/or the RICS (please note that complaints against members of the RICS and/or the CAAV can only be escalated to these professional bodies in instances where there is an alleged breach of relevant professional standards);
 - The Energy Networks Association (ENA) (n.b. this is appropriate where the complaint relates to a Licence Holder or a Representative of a Licence Holder that is neither a member of the RICS or the CAAV).

Definitions

Throughout this Code, the following terminology is used, which should be read as defined below:

Agreement(s) – this term is used to denote any existing Agreement or prospective Agreement between the Landowner and Licence Holder, whether such Agreement has or will be entered into voluntarily or imposed by Statutory Powers. Such Agreements may relate, but are not limited to:

- negotiation of Agreements which relate to the installation of new infrastructure
- negotiation of Agreements which relate to existing infrastructure;
- Connection upgrades resulting in new or additional equipment;
- Access to fix equipment faults, equipment repairs, upgrades, inspection, replacement;
- Access for ESQCR (Electricity Safety, Quality and Continuity Regulations) inspection;
- Access for the purposes of vegetation clearance;
- Diversion request from a Landowner

Compensation Code – this term is used to encompass all relevant legislation and case law precedent that sets out the entitlement to and assessment of compensation due to a Landowner who has had land taken or rights imposed by virtue of Statutory Powers.

Exercise [of/by Statutory Powers] – the Exercise of Statutory Powers is distinct from the process of simply making an application for Statutory Powers. References in this Code to ‘Exercise’ in the context of Statutory Powers is to mean that a Licence Holder is seeking to rely on its Statutory Powers. Preparing and applying for Statutory Powers are distinct from the operation of them and ‘Exercise ’ does not imply that a Licence Holder should not commence/apply for the consenting processes required.

Landowner(s) – this term is to encompass current or prospective occupier(s), grantor(s), claimant(s), as the context requires. Where the context requires, a reference to ‘Landowner’ may also mean the Landowner’s Representative. While this Code is to encourage best practice from all Parties, it should be understood that Landowners as individuals are not a Signatory to this Code. References to ‘third-party landowner(s)’ is distinct and refers to other property interests that may or may not be directly impacted by a Licence Holder or their works.

Licence Holder – includes those issued with:

- a transmission licence within the meaning of s.1(b) of the Electricity Act 1989 or Article 10(1)(b) of the Electricity (Northern Ireland) Order 1992;
- a distribution licence within the meaning of s.1(c) of the Electricity Act 1989 or Article 10(1)(bb) of the Electricity (Northern Ireland) Order 1992;
- and any other organisation issued with a generation licence, independent distribution network operator licence or other type of licence issued by the

Office of Gas and Electricity Markets (Ofgem) or the Northern Ireland Utility Regulator and which voluntarily agree to adopt this Code.

Net Zero – means that the UK's total greenhouse gas (GHG) emissions would be equal to or less than the emissions the UK removed from the atmosphere.

Party(ies) – is a collective term to refer to the Landowner, the Licence Holder and their Representatives, as may be appropriate.

Representative(s) – this is a generic term to encompass a Licence Holder or a professional who is a Representative acting for either a Licence Holder or Landowner. Such a professional may be an agent, surveyor, valuer or other professional. Only those Representatives who are a member of the Representative Bodies agree to adopt this Code. However, any professional may choose to voluntarily adopt this Code, which is to be seen as best practice.

Representative Bodies – This refers to the industry and professional bodies representing Licence Holders and Landowner Representatives and which endorse this Code – they are the ENA, the CAAV and the RICS.

Supporter Signatories – the organisations listed in Appendix 1.

Statutory Powers – is a term to encompass any existing or prospective Statutory Power(s) a Licence Holder may have in respect of rights over land to install, keep installed, access or occupy for the purpose of the Licence Holders' licence and statutory obligations. This could include but is not limited to:

- Necessary wayleaves under Schedule 4 of the Electricity Act 1989 or Schedule 4 of the Electricity (Northern Ireland) Order 1992;
- Compulsory purchase orders under Schedule 3 of the Electricity Act 1989 or Schedule 3 of the Electricity (Northern Ireland) Order 1992;
- Development consent order under the Planning Act 2008 (and equivalent provisions for infrastructure consents under the Infrastructure (Wales) Act 2024);
- Other legislation or amendments or substitutions to the above-mentioned legislation as may apply.

Tribunal – for England and Wales, this is to mean the Upper Tribunal (Lands Chamber). For Scotland, this is to mean the Lands Tribunal for Scotland. For Northern Ireland, this is to mean the Northern Ireland Lands Tribunal.


Appendix 1 – Supporter Signatories that endorse this Code

Stakeholders that were represented on the working group to develop this Code and are Supporter Signatories:

Country Land and Business Association (CLA)	
Compulsory Purchase Association (CPA)*	
Land Compensation Agent Group (LCAG)	
National Farmers Union (NFU)	
National Farmers Union, Scotland (NFUS)	
Scottish Land & Estates	

**In being a Supporter Signatory, the CPA recognises that the Code has received endorsement from both the ENA representing Licence Holders and the endorsement from those representing Landowners.*

Stakeholders who are Supporter Signatories:

Gren Gen Cymru	
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Appendix 2 – Contact Details for Licence Holders for Complaints regarding this Code

Licence Holder	Contact Details
Electricity North West Limited	wayleavenquiries@enwl.co.uk
National Grid Electricity Distribution	nged.propertyclaims@nationalgrid.co.uk
National Grid Electricity Transmission	box.grantorrelations@nationalgrid.com
NIE Networks Ltd	<i>*provisional*</i> https://www.nienetworks.co.uk/help-advice/claims-complaints
Northern Powergrid	WayleaveAdmin@northernpowergrid.com Tel: 0191 2294604
Scottish Hydro Electric Transmission Limited	TransmissionComplaints@sse.com
Scottish Hydro Electric Power Distribution plc	customercomplaints@ssen.com
Southern Electric Power Distribution plc	customercomplaints@ssen.com
SP Energy Networks (England & Wales)	land.south@spenergynetworks.co.uk
SP Energy Networks (Transmission & Distribution – Scotland)	land.north@spenergynetworks.co.uk
SONI Ltd (System Operator for Northern Ireland)	info@soni.ltd.uk
UK Power Networks	consentservice@ukpowernetworks.co.uk

Appendix 3 – Acknowledgements

The following individuals have contributed towards the development and publication of this Code:

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