

OUR REF
YOUR REF

SAL/BOW3724.00004

BY RECORDED DELIVERY

The Office of Gas and Electricity Markets ("Ofgem")
10 South Colonnade
Canary Wharf
London
E14 4PU



And by email to: cap.floor@ofgem.gov.uk

15 August 2024

Dear Ofgem

APPLICATION FOR AUTHORITY CONSENT UNDER STANDARD LICENCE CONDITION 15(4) OF THE ELECTRICITY GENERATION LICENCE – APPROVAL BEFORE EXERCISING POWERS OF ENTRY APPLICANT (AND LICENCE HOLDER): BOWDUN OFFSHORE WIND FARM LIMITED (CO. NO. 13847868, AND PREVIOUSLY NAMED THISTLE WIND PARTNERS CLUARAN DEAS EAR LIMITED) ELECTRICITY ACT 1989 (the "1989 Act")

The Applicant holds an electricity generation licence under the 1989 Act.

On behalf of the Applicant, we request Ofgem consent in terms of Standard Licence Condition 15(4) of the Electricity Generation Licence to exercise its powers of entry under paragraph 10 of Schedule 4 to the 1989 Act to enter upon and survey the land described in the supporting statement submitted with this letter (the "Supporting Statement") for the purpose of ascertaining whether the land would be suitable for the installation of electric lines for connecting a generating station, Bowdun Offshore Wind Farm, with the national electricity transmission system, all as set out in more detail in the Supporting Statement.

A draft of the notice which the Applicant proposes to serve on the owner(s) and occupier(s) of the land described in the Supporting Statement in terms of paragraph 10 of Schedule 4 to the 1989 Act, should Ofgem consent be granted, is also submitted with this letter, together with the following documents:-

- Communications log summarising contact made with the owner(s) and occupier(s) of the land to gain access to the land, together with copies of emails sent to the owners and occupiers on 14 June 2024 and 17 June 2024;
- Copy of pack issued by email to the owners and occupiers of the land on 18 March 2024 in relation to proposed entry and surveys, including ground investigation works;

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- Plan showing the location of proposed trial pits and boreholes.

Please contact [REDACTED] if you have any questions in relation to the application or require any further information.

Yours faithfully

[REDACTED]

On behalf of Brodies LLP

[REDACTED]

Enc

Electricity Act 1989 (the "1989 Act")**Supporting Statement: Application for Authority Consent under SLC 15(4) – Entry to land under paragraph 10 of Schedule 4 to the 1989 Act**

Applicant	Bowdun Offshore Wind Farm Limited (Co. No. 13847868, and previously named Thistle Wind Partners Cluaran Deas Ear Limited)
Licence details	Electricity Generation Licence issued to the Applicant on 17 February 2023
Project	Bowdun Offshore Wind Farm
Land	Pitcarles, Arbuthnott, Laurencekirk, AB30 1LX registered under Title No. KNC14215 and shown coloured blue the plan enclosed with the application
Owner	[REDACTED]
Occupier	As above
Purpose of entry / surveys	To ascertain whether the land would be suitable for the installation, inspection, maintenance, adjustment, repair, alteration, replacement or removal of electric lines to connect Bowdun Offshore Wind Farm with the national electricity transmission system, electrical plant associated with them and any structures for housing or covering such plant
Details of access and works	Pedestrian and vehicular access to and from, and ground investigation works including searching and boring to ascertain the nature of the subsoil at, the trial pit and borehole locations identified on the plan(s) enclosed with the application
Method of work	As set out in the memo dated 19 December 2023 issued in the pack sent to the owners and occupiers on 18 March 2024 and enclosed with the application
Estimated duration of works	1 week
Target entry date	1 November 2024
Contact with owner(s) / occupier(s)	As detailed in and enclosed with the application

ELECTRICITY ACT 1989
(Paragraph 10 of Schedule 4)

DRAFT NOTICE OF ENTRY FOR SURVEY AND GROUND INVESTIGATION WORKS

TO: [REDACTED]

ADDRESS: [REDACTED]
[REDACTED]

AS OCCUPIER/OWNER OF LAND AT: Pitcarles, Arbuthnott, Laurencekirk,
AB30 1LX

Bowdun Offshore Wind Farm Limited, a company incorporated under the Companies Acts (Company Number 13847868) and having its registered office at Ibex House, Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AH ("Bowdun") requires entry upon land owned and/or occupied by you at Pitcarles, Arbuthnott, Laurencekirk, AB30 1LX as shown coloured blue on the plan attached to this notice ("the Land") to survey the Land for the purpose of ascertaining whether the Land would be suitable for the installation, inspection, maintenance, adjustment, repair, alteration, replacement or removal of electric lines to connect Bowdun Offshore Wind Farm with the national electricity transmission system, electrical plant associated with them and any structures for housing or covering such plant.

Accordingly Bowdun hereby notifies you pursuant to Paragraph 10 of Schedule 4 to the Electricity Act 1989 (a copy of which is attached to this notice) and the consent given by Ofgem dated [] that Bowdun, or such person or persons as may be authorised by Bowdun, shall upon the expiry of 14 days from the date of service of this notice enter upon and survey the Land and carry out the works as set out in the schedule attached to this notice.

Dated: [] 2024

SCHEDULE

This is the schedule referred to in the foregoing notice under Paragraph 10 of Schedule 4 to the Electricity Act 1989

Entry requirements for surveys and ground investigation works:

Start Date: []

Timescale: []

Licence Holder: Bowdun Offshore Wind Farm Limited [(and its contractors [] and any sub-contractors as required)]

Purpose: Pedestrian and vehicular access to and from, and ground investigation works including searching and boring to ascertain the nature of the subsoil at, the trial pit and borehole locations identified on the attached plans.

Method: As set out in the memo dated 19 December 2023 issued in the pack sent to the owners and occupiers on 18 March 2024 and enclosed with this notice.

ELECTRICITY ACT 1989, PARAGRAPH 10, SCHEDULE 4

ENTRY ON LAND FOR PURPOSES OF EXPLORATION

10.—

(1) Subject to the following provisions of this paragraph and without prejudice to any other right of entry, a person authorised in writing by a licence holder may, at any reasonable time, enter upon and survey any land for the purpose of ascertaining whether the land would be suitable for use for any purpose connected with the carrying on of the activities which the licence holder is authorised by his licence to carry on.

(1A) A person may not be authorised under sub-paragraph (1) to enter and survey or value land in England and Wales in connection with a proposal to acquire an interest in or a right over land (but see section 172 of the Housing and Planning Act 2016).

(2) A person authorised to enter upon any land under this section shall not demand to do so as of right unless—

(a) 14 days notice of the intended entry has been given to the occupier; and

(b) if required to do so, he has produced evidence of his authority.

(3) The powers conferred by this paragraph shall not be exercisable in relation to land which is covered by a building or will be so covered on the assumption that any planning permission which is in force is acted on.

(4) The power to survey land conferred by this paragraph includes power to search and bore for the purpose of ascertaining the nature of the subsoil; but works may not be carried out on the land for this purpose unless—

(a) notice of the proposed works is included in the notice given under sub-paragraph (2) above; and

(b) where land is held by statutory undertakers who object to the works on the ground that the carrying out of the works would be seriously detrimental to the carrying on of their undertaking, the Secretary of State gives his consent.

(5) Where any person exercises any powers conferred by this paragraph, the licence holder by whom he was authorised shall make good any damage done to the land.

(6) In this paragraph “*building*” includes any garden, yard, outhouses and appurtenances belonging to or usually enjoyed with a building.

PIL Id	Date	Time	Contact Person	Contact Type	Details	Direction	Contacted By	Recorded By	Last Updated	Last Updated By
30	27/02/2024			Site Visit	27.02.24 QS and DB had a meeting to discuss the licence agreement and BH & TP locations, [REDACTED] was happy for this to happen but wanted more than Â£250. A licence Agreement was issued.	Outgoing	Qair	Qair	24/04/2024, 09:58:01	[REDACTED]
30	04/03/2024	09:00		Phone	03.04.24 CD chased [REDACTED] and like other landowners, he has been really busy and said he would get his wife to have a look at the agreement and come back to us.	Outgoing	Qair	Qair	24/04/2024, 09:57:47	[REDACTED]
30	16/04/2024	09:00		Phone	On the 16.04.24 [REDACTED] informed CD that he still hasn't had the time to look at the agreement and that he won't be looking at it this week as he is very busy, CD will call him back w/c22nd.	Outgoing	Qair	Qair	24/04/2024, 09:58:55	[REDACTED]
30	24/04/2024	14:03		Phone	[REDACTED] has just confirmed that he is happy to let TWP do walkover next Tuesday 30th. I asked about the licence and he's still not looked at it.	Outgoing	Qair	Qair	24/04/2024, 14:05:35	[REDACTED]
30	21/05/2024	11:47		Phone	I've called [REDACTED] and left message for him to call me back to try set up a meeting w/c 27th.	Outgoing	Qair	Qair	21/05/2024, 11:49:17	[REDACTED]
30	22/05/2024	12:22		Phone	I have called [REDACTED] again but he is not answering or returning my calls, I send him a email aswell to see if we can arrange a meeting with him.	Outgoing	Qair	Qair	22/05/2024, 12:23:20	[REDACTED]
30	06/10/2024	16:26		Phone	CD messaged [REDACTED]	Outgoing	Qair	Qair	10/06/2024, 16:27:13	[REDACTED]
30	06/10/2024	11:34		Phone	CD messaged [REDACTED] to ask him to give him a call back to discuss the project.	Outgoing	Qair	Qair	12/06/2024, 10:53:07	[REDACTED]
30	06/12/2024	09:00		Email	CD called [REDACTED] and left a voice message asking for a meeting to discuss the project.	Outgoing	Qair	Qair	12/06/2024, 10:58:45	[REDACTED]
30	17/06/2024	15:00		Site Visit	Met [REDACTED] to discuss HoTs, DB has the figure and will report back to [REDACTED] also confirmed that he is happy for SAC to carry out testing works.	In person	Qair	Qair	18/06/2024, 13:47:38	[REDACTED]

(Brodies Solicitors)

From: [REDACTED]
Sent: 18 March 2024 09:45
To: [REDACTED]
Cc: [REDACTED]
Subject: TWP - Bowdun - F038 - GI Pack
Attachments: F038- BH & TP locations.pdf; F038 [REDACTED] TWP Early Access Licence for works (1).pdf; Schedule 4 (F038) [REDACTED] Invasive SI Exercise Claim Form.pdf; TWP-BOW-TWP-STI-MEMO-0002 - Ground Investigation Works F038 (1).pdf

Dear [REDACTED],

Qair Scotland have been instructed by the Bowdun Offshore Windfarm Developers – Thistle Wind Partners (TWP), to request your formal agreement for ground investigation survey work to take place on your ground on an agreed date yet to be confirmed.

The purpose of the ground investigations is to assist in assessing the suitability of your holding as part of the proposed onshore cable route. The survey team plan to excavate 2 no. trial pit(s) and 1 no. boreholes on your ground.

The intention is to undertake the works during the above period. A suggested date is given in Schedule 1 being incorporated within the required Access licence Agreement attached to this email. However, it is possible this date will change due to poor weather conditions or where there are specific requests from landowners and occupiers are received. The actual time required at each location is on average 4 no. days depending on the number of trial pits and/or boreholes. TWP via Qair Scotland will endeavour to keep you informed of these work periods as early as possible but at least 7 days' notice in advance of works commencing.

Attached to this email is the required Access License Agreement and 4 no. accompanying schedules described below.

Access License agreement: Irrespective IF the survey works compensations sums might be due. The agreement provides payment terms including, where landowners/Occupiers choose to engage an agent and or solicitor to act on their behalf in signing the required access Licence Agreement, that said combined fees will be paid to a maximum of £500 + VAT per location.

To help manage the works program effectively for all parties concerned TWP require this agreement to be returned signed by the 25th of March 2024. The agreement lays out the obligations of both the landowner, occupier and developer. Also mutual liabilities. Whilst these are required to be signed by all affected parties ONLY those parties which the works will directly affect will normally receive the set out compensation sums.

For the avoidance of doubt, no works will commence until the required Access Licence Agreement, (if applicable and enclosed claim form) have been completed/signed and returned, ideally by email.

Schedule 1 Details of trial pits and bore holes including coordinates and anticipated dates.

Schedule 2 Memo from Thistle Wind Partners detailing the operation including methods of work, impact and information about the survey team and their equipment.

Schedule 3 Location plan showing where the work will take place and where the contractors are required access the test locations on your ground. Please note: that access to the site will be discussed prior to starting works with you by TWP and/or their appointed contractor to ensure that it is the most appropriate route.

Schedule 4 Compensation claim form (if applicable).

Please be aware that there is a requirement to temporarily relocate livestock to allow this work to take place safely.

TWP fully appreciate the disruption such an exercise can have. As such and to assist yourself and TWP to help minimise this, would be grateful if you could advise at your earliest convenience of any issues that you think

TWP should be aware of. This should include for example where there might be contaminated ground, possible interactions with private water supplies and/or if access during this time might not be possible at the earliest convenience.

Thank you in anticipation for your ongoing assistance.

Kind Regards,

Qair

[REDACTED]
Energy & Environmental Engineer

Qair Scotland

1 John's Place

Edinburgh

EH6 7EL
[REDACTED]
[REDACTED]

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Memo

Onshore Ground Investigation Works -Practical Details

19/12/2023

Ref No. **TWP-BOW-TWP-STI-MEMO-00002**

1 General Information

This MEMO contains basic information regarding Thistle Wind Partners (TWP's) plans to conduct intrusive Ground Investigation works on the Bowdun cable route, Substation and Landfall locations.

Emergency Details

- Project Name: Thistle Wind Partners - Bowdun OWF
- Site name and address:
 - o Cable Route - PITCARLES, ARBUTHNOTT, LAURENCEKIRK AB30 1LX
What3words: /// wooden.daffodils.bond
- Name & address of nearest A&E:
 - o Aberdeen Royal Infirmary (A&E), Foresterhill, Aberdeen, AB25 2ZN

2 Practical Details

The project is at very early stages of development but to assist the engineering team in developing a design there is a need to carry out Ground Investigation works. This will inform the engineering team on the following:

- Ground Conditions - Wet Areas, Rock Depth, Soil conditions
- Electrical Elements - Thermal and Conductivity Testing
- Identify Hazards and Constraints

These works are to assist the engineering team with reliable information to design an economic and safe solution.

The selected contractor will develop Risk Assessments and Method Statements (RAMS) for each of the tasks. The contractor will comply will take on the Principal Contractor role or the duration of the works. Their RAMS will be distributed once complete. This will include how they will complete each task in line with the following regulations.

- The Construction (Design and Management) Regulations 2015
- Health and Safety at Work etc Act 1974
- Control of Substances Hazardous to Health Regulations (COSHH) 2002
- Management of Health and Safety at Work Regulations 1999
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Lifting Operations and Lifting Equipment Regulations (LOLER) 1998
- Avoiding danger from underground services - HSG47
- Avoiding danger from overhead power lines

3 Plant Used on Site

This section describes some of the plant that will be used during the process of the site investigation works.

Sonic Drill Rig

The Sonic Drilling Rig is used as a combination of rotary and cable percussion drilling. This essentially means the one Drill Rig can drill through all types of material and obtain samples. This includes soft ground, sands and gravels, and rock. The Sonic Drill rigs will

have rubber tracks and be transported via a tractor and trailer to the access point, once at the access point the drill rig will track to the location of the Borehole.



Figure 3.1. - [Example of a Sonic Drill Rig](#)

More Information can be found on the following links:

Sonic Rig in operation: [TSi 150CC Sonic Drill Rig](#)

14t Excavator

The Excavator will be used for Trial pitting, backfilling, and creating access where the terrain is more challenging. The 14t Excavator will have wide tracks, this is to minimise ground disturbance and works better in softer ground conditions.



Figure 3.2. -14 Tonne Tracked Excavator

More Information can be found on the following links:

14t Tracked Machine information: [14T JCB140X Excavator Morris Leslie](#)

Trial Pitting Example: [Trial Pits-Civil Engineering](#)

Tracked Dumper Trucks

Tracked Dumper trucks will be used to provide the drill rigs and excavator with materials, such as: water, drilling caisson, installs and bentonite. The dumpers will most likely have rubber tracks for access and egress to site.



Figure 3.3. - Tracked Dumper

Tractor and Trailer

A tractor and trailer will be used for transporting the Drill Rig, tracked Dumper and the Excavator round the site. This will be stored in the compound area and drive to and from each access point as and when required. The Plant will be securely stored prior to mobilising to the next site location.

Welfare Van



Figure 3.4. - Tractor and Trailer for Plant Movement

The welfare van will sit close to the access point, off the main road. This is an area for the staff to use welfare facilities as and when required.



Figure 3.5. - Welfare Van Example

Ground Penetrating Radar

Prior to the Drill Rig and Excavator mobilising, the Ground Penetrating Radar (GPR) device will mobilise to check for any utilities, including Water, Electricity Cables, and Telecommunication cables. The device is set up to read for any previous ground disturbance and metallic interference. This will assist the team in checking the area prior to breaking ground in the location. Where possible if landowners wish to provide information of possible Private water supplies, they are encouraged to do so.



Figure 3.6. - Ground Penetrating Radar

4 Work Carried Out

Boreholes

There are 21 Boreholes along the route, The landowner should know if Boreholes are proposed within the land parcel. A Borehole conducted with the Sonic Rig in Section 3, comprises of a around a 100mm drill bit being vertically drilled into the ground, this takes a sample of the ground conditions at intervals specified within the scope of works. Typically, this is 1.5m of each core barrel, which is then extracted, and samples are taken, for loose material such as Peat, sand, loose gravels, these will be bagged or placed in a container, the Rock Core will be extracted and placed within a core box for testing purposes. For the Landfall locations the Boreholes are expected to be in the region of 30m, for anywhere else on site, cable route and Substation the contractor will drill to approximately 15m.

Once the Borehole has reached depth the hole will be backfilled with material, most likely Bentonite clay pellets. There will also be a rod inserted into the ground at approx. 2 - 3m deep depending on the ground water, this is to monitor seasonal change for ground monitoring. A cap will be placed on top with a lock and fenced off.



Figure 4.1 - Borehole Cap

Trial Pits

The trial pits conducted will be performed by the excavator, this will include the use of an excavator bucket, the trial pit will be approx. 800 by 800mm wide where samples will be taken at various intervals. The total depth is expected to be 4.5m however due to the area

and Caithness flagstone, hard material will be expected shallow. Therefore, once the hard material is reached the trial pit will be terminated. The Contractor does not expect to use any hydraulic rock breaking equipment. Topsoil and subsoil are expected to be separated on the surface, placing suitability for backfilling. Turfs will be protected where this is possible.

At no point will personnel enter the trial pit. Samples will be taken and placed at the side. Soil Resistivity testing will occur at the site location, this will be completed by a long probe inserted into the side of the excavation from the surface. Once samples have been taken and the trial pit is terminated the trial pit will be backfilled, this will involve placing the excavated material pick into the trial pit location, compacting it as best as the machine operator can., then place the topsoil on the surface.



Figure 4.2. - Example of Larger Trial Pit

Access and Egress

A Pre and Post condition (Record of Condition RoC) survey will be conducted before and after the works have taken place. This will pick up Access points and potential access routes to the locations identified within the landowner's boundary. With the inclusion of fencing, ground conditions, wet areas, road conditions etc. The contractor will actively avoid areas such as steep terrain, wet conditions, trees, and watercourses. Each machine will be tracked therefore this should minimise disturbance to the ground conditions. The drilling companies actively seek to work with landowners in areas of grazing and crop land

/ planting, where this is deemed necessary, the landowner is encouraged to discuss with Savills their preferred route if reasonably practical. Figure 4.3 A and B provides evidence of tracked excavator scarring. Where any potential Contaminated or wet ground is located within the land parcel, TWP would like to know if there are any contaminated areas, or areas of concern.



Figure 4.3 - Tracked Excavator Scarring - A - Dry Scenario , B - Slightly Wet Scenario

5 Timeline

The current timeline for the Bowdun project Ground investigations Surveys is as follows:

- Start Date - TBC
- Landfall Location Trial Pits - TBC
- Landfall Location Boreholes - TBC
- Cable Route Trial Pits - TBC
- Cable Route Boreholes - TBC
- Substation Trial Pits - TBC
- Substation Boreholes - TBC
- Expected Finish Date - TBC

6 Access Points, Borehole and Trial Pit Locations

Over the course of the 4 to 5 weeks the plant described within this memo will conduct the work highlighted at the locations identified within the land parcel for the specific landowner.

7 Key Contacts for the Duration of the works

Thistle Wind Partners

██████████ Civil Project Engineer - ██████████ ██████████ ██████████

Selected Contractor

TBC - Site Engineer - W:



TWP

THISTLE WIND
PARTNERS

Contact us

Capital Building
12/3 Andrew Square
EH2 2AF Edinburgh
Scotland, United Kingdom

contact@twp.scot

Follow us at: [@TWPscot](https://www.instagram.com/TWPscot)



TWP
THISTLE WIND
PARTNERS

BOWDUN OFFSHORE WIND FARM: INVASIVE GROUND INVESTIGATIONS COMPENSATION CLAIM FORM

PROJECT NO.	COST CENTRE	TASK CODE	CLAIM NO.

NAME & ADDRESS OF CLAIMANT	[REDACTED]	PAYEE ADDRESS	[REDACTED]
STATUS	Landowner/Occupier	VAT NO	

SORT CODE	Bank Account

PROJECT NAME	BOWF – Parcel Ref: F038: Pitcarles, Title No. KNC14215
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COMPENSATION DETAILS:-	AMOUNT
2 No. Trail Pits (TP16 TP17) & No. 1 Bore Holes (BH10) investigations and access. Locations @ £250/location each. Total of 3no. locations @ £250 each	£750
TOTAL	£ 750

I/WE AGREE TO ACCEPT THE ABOVE SUM IN FULL AND FINAL SETTLEMENT OF THE ABOVE CLAIM

SIGNED NAME:

DATED: POSITION:

SIGNED ON BEHALF OF SHET	APPROVED FOR PAYMENT
SIGNED	SIGNED
DATED:	DATED:

CHEQUE NO.	DATE ISSUED
BACS PAYMENT	DATE ISSUED

LICENCE FOR WORKS AGREEMENT

between

[REDACTED] ("Landlord/Occupier")

and

Thistle Wind Partners LIMITED, incorporated under the Companies Acts (Registered Number 08499052) and having its Registered Office at 9 High Street, Woburn Sands, Milton Keynes, Bucks, MK17 8RF ("**Developer**")

WHEREAS:-

- (A) The Landlord is the heritable proprietor of the Premises
- (B) The Landlord and the Developer are currently negotiating an option agreement in relation to the use of the Premises;
- (C) In advance of the finalisation of said option agreement, the Developer requires to carry out the Works on the Premises;
- (D) The Landlord and the Developer have agreed that, notwithstanding the option agreement not being entered into, the Developer may carry out the Works on the Premises on the conditions set out below;

IT IS AGREED by the Parties as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:-

"Business Day"	means any day on which clearing banks in Edinburgh, Glasgow and London are open for normal business
"Commencement Date"	means <i>TBC</i>
"Parties"	means the Landlord and the Developer
"Plan"	means the plan set out in Schedule 3
"Premises"	means ALL and WHOLE Pitcarles, Arbuthnott, Laurencekirk, AB30 1LX as per Schedule 3
"Schedule"	means the schedule annexed to this Agreement
"Term"	means the period from the Commencement Date until the earlier of: a) <i>31st March 2024</i> ; and b) the date on which the Developer notifies the Landlord in accordance with Clause 3.8 that the Developer has removed its equipment from the Premises following completion of the Works.
"Works"	means the works to the Premises to be carried out by the Developer as detailed further in Part 1 of the Schedule to this Agreement

1.2 Schedules

The Schedules form part of this Agreement and are available as separate documents:

- Schedule 1 Details of trial pits and boreholes including coordinates and anticipated dates.
- Schedule 2 Memo from Thistle Wind Partners detailing the operation
- Schedule 3 Location plan
- Schedule 4 Compensation claim form (if applicable).

2. GRANT OF CONSENT

The Landlord **CONSENTS** to the Developer (or those authorised by the Developer) carrying out the Works during the Term on the terms set out in this Agreement, together with such rights of access over the Premises (or neighbouring property owned by the Landlord) as the Developer may reasonably require to carry out the Works.

3. DEVELOPER'S OBLIGATIONS

- 3.1 The Developer shall pay to the Landlord the sum of £750 (POUNDS) STERLING within TEN Business Days of receiving the completed Claim Form AND completion of the works (Schedule 4).
- 3.2 The Developer shall notify the Landlord in writing no less than SEVEN Business Days in advance of commencing the Works.
- 3.3 The Developer shall use the Premises for the carrying out of the Works and access thereto and for no other purpose.
- 3.4 The Developer will not do or permit to be done upon or in connection with the Premises anything which would be a legal nuisance or cause of damage to the Landlord or the other occupiers of any neighbouring premises or both.
- 3.5 The Developer will comply with:
- 3.5.1 all statutes, bye-laws and other regulations affecting the Premises or the Developer's use of the Premises;
 - 3.5.2 all obligations, restrictions, reservations and other conditions in the titles of the Premises; an
 - 3.5.3 all reasonable regulations which may be issued from time to time by the Landlord or its agents in relation to the Premises, including in respect of health and safety, risk management and security.
- 3.6 The Developer shall make good any damage caused to the Premises as a result of the Works as soon as reasonably practicable after causing such damage.
- 3.7 Upon completion of the Works, the Developer shall remove from the Premises with its whole equipment and other items, without the need for any notice from the Landlord.
- 3.8 The Developer shall notify the Landlord within FIVE Business Days of the date of the Developer removing its equipment from the Premises following completion of the Works.

4. RIGHTS OF OTHERS

This Agreement is granted subject to the rights of the owners and occupiers of all adjoining and neighbouring premises, whose rights must not be infringed by the Developer.

5. COSTS

- 5.1 The Developer will pay within 5 Business Days after written demand costs and expenses an additional combined sum not exceeding £500, and any value added tax on them that cannot

otherwise be recovered, incurred by the Landlord/Occupiers solicitor and/or surveyors in connection (if assistance sought) with:-

- 5.1.1 the preparation, negotiation, execution and completion of this Agreement; and
- 5.1.2 the monitoring and inspection of the Works during the course of the Works and after the completion of the Works.

5.2 The Developer (if deemed to be mutually required) will pay within TEN Business Days after written demand the costs of registering this Agreement in the Books of Council and Session and obtaining 2 extracts (1 for the Landlord and 1 for the Developer).

6. NO WARRANTY

The Landlord gives no express or implied warranty (and the Developer acknowledges that the Developer must satisfy itself):-

- 6.1 as to the suitability, safety, adequacy or quality of the design or method of survey Works;
- 6.2 that the Works may lawfully be carried out;
- 6.3 that the structure, fabric or facilities of the Premises or any land or buildings of which it forms part are able to accommodate the survey Works.

7. CONTRACT (THIRD PARTY RIGHTS)(SCOTLAND) ACT 2017

This Agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Agreement.

8. APPLICABLE LAW AND JURISDICTION

This Agreement is governed by and is to be construed in accordance with the law of Scotland and in so far as not already subject to it, the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

9. CONSENT TO REGISTRATION

The Parties consent to registration of this Agreement for preservation and execution: **IN WITNESS WHEREOF**

Subscribed by the Landowner/Occupier
at
on 2024
before this witness

.....
Signature of Landowner/Occupier

.....
Full Name (Witness)

.....
Address

.....
Signature of Witness

Subscribed for the Developer
at
on 2024
by

.....
Signature of Director

.....
Full Name (Director)

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

SCHEDULES:

Schedule 1 Details of trial pits and bore holes including coordinates and anticipated dates.

Plot No (Rag Status)	LOCATION	Trial pit / Bore hole Location Nos.	Access point/ Parking	NGR - Eastings	NGR - Northings	Trial pit / Bore hole Radius LOD (m)	Expected Start Date	Expected Finish Date	Notice Finish Date Including Potential Delays	Payment Due (£)
BOWDUN GI SURVEY										
FO38		BH10	AP14	380873.07	775022.33	10	TBC	TBC		£250
		TP16	AP15	380805.234	775439.51	10	TBC	TBC		£250
		TP17	AP15	380743.832	775782.745	10	TBC	TBC		£250

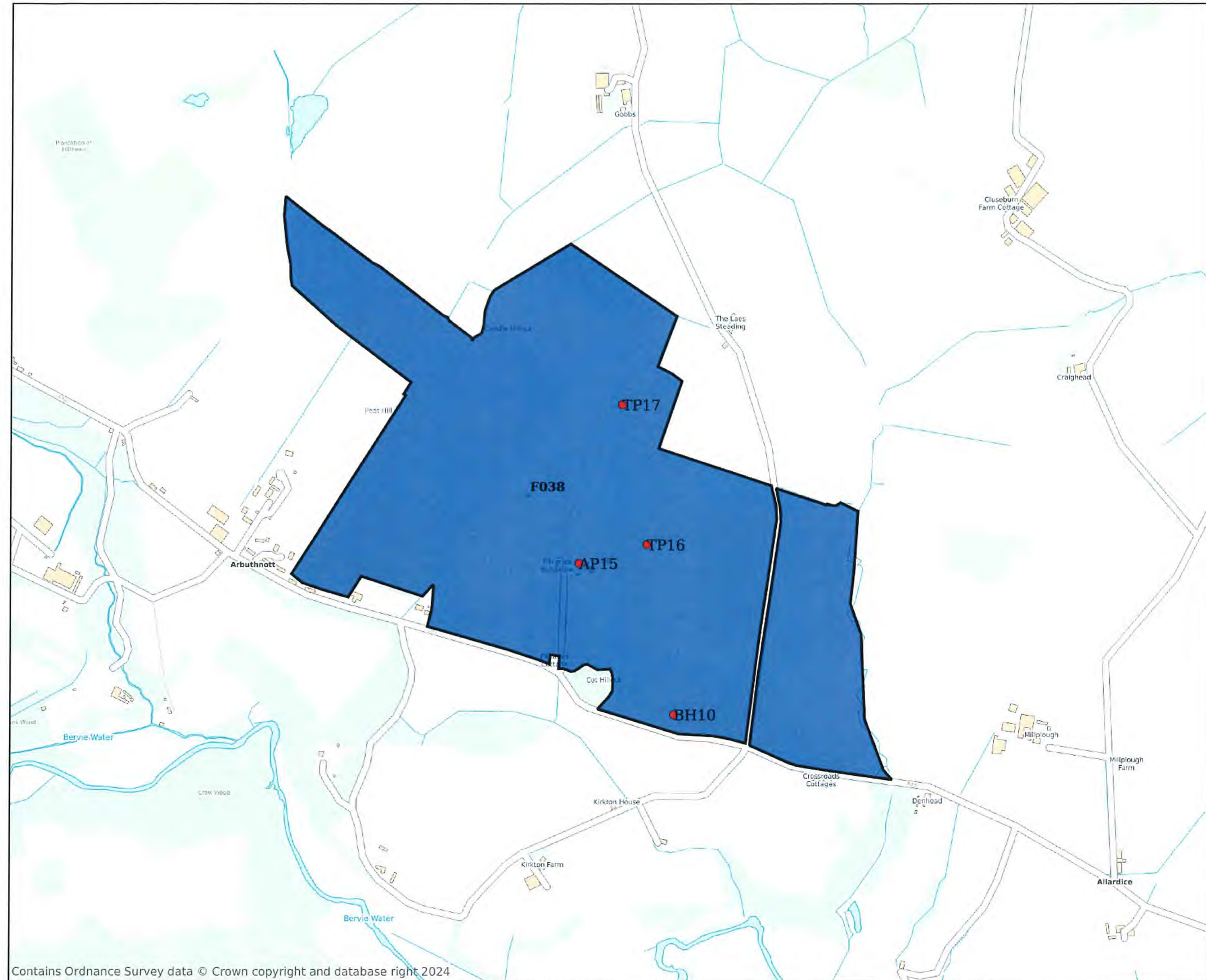
Schedule 2 Memo from Thistle Wind Partners detailing the operation – As Attached

Schedule 3 Location and Access Route Plan – As Attached

Schedule 4 Compensation claim form (if applicable). – As Attached

Bowdun GI post site walkover BH & TP locations rec'd 26Feb24

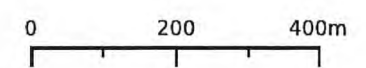
- Single symbol
- Land Parcels
- Live



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Bowdun - F038
BH & TP Locations



Scale: 1:10000
Printed at A3



Date Printed: 18/03/2024

