



Near Real-time Data Access (NeRDA) HV Data Tool – Terms and Conditions

Welcome to Scottish and Southern Energy Power Distribution's (SSEPD's) NeRDA HV Data Tool (the HV Data Tool) providing HV network information and data specifically for use by registered Alternative Providers (Independent Connection Providers (ICPs) and Independent Network Operators (IDNOs)) to enable design analysis to determine a suitable Point of Connection (PoC) to SSEPD's electricity distribution network and/or other contestable works relating to such a PoC. The HV Data Tool provides access to HV network diagrams (in both schematic and geographic format), detailed technical design and specification documents and network rating and loading information.

Access to the HV Data Tool is restricted to registered Alternative Providers or other relevant persons who may be required to undertake the stated tasks who have been approved for access by SSEPD and to whom SSEPD has provided as individual non-transferrable login.

SSEPD has two distribution licence holders:

1. Scottish Hydro Electric Power Distribution plc (SHEPD); and
2. Southern Electric Power Distribution plc (SEPD)

Information relating to the HV distribution network of both SHEPD and SEPD is accessible and downloadable from the HV Data Tool, whereby links are provided for each element of the information accompanied with user guides to assist navigation of the HV Data Tool and system use. This includes access to SSEPD's geographic network information, which is held on a separate login and password protected area. Should you require further assistance, please contact nc.connections@sse.com.

Use of Information:

By downloading any documentation or information from the HV Data Tool and in consideration of being provided access to the documents and information by SSEPD, you are confirming that you are aware that SEPD or SHEPD is the owner of the documents or information and that you will not:

- i. Share with or sell the documentation or information to any third party,
- ii. Use the documentation or information for any purposes other than for determining a suitable PoC, or
- iii. In any way make the documentation or information available to any person not employed by your business without the prior written consent of SEPD or SHEPD.

Username and passwords are unique to individuals and must not be shared with any other individual or third party. You agree to SSEPD monitoring the use of the account provided and storing data on the use of the account.

Legal Disclaimer:

SSEPD has developed the HV Data Tool to enable you to determine the PoC to SSEPD's electricity distribution network. All planning and design assumptions made by Alternative Providers during analysis using the information, data and documentation provided are made strictly at the sole responsibility of the Alternative Provider. The HV Data Tool is continually updated with new and revised documents and information. SSEPD has endeavoured to ensure that the information and data contained within the documentation is accurate and up to date but there may be omissions or inaccuracies in the information and data provided. The information and data is provided 'as is.' SSEPD gives no guarantee of the completeness, accuracy, suitability or currentness of the information contained within the documentation and makes no representation or warranty of any kind, express or implied, as to the accuracy of the information and its fitness for any particular purpose. SSEPD does not accept responsibility for any errors or omissions in the information provided or for any results obtained from the use of the information.

SSEPD does not accept liability for any error within the information or the data or its interpretation by you. Nothing in this disclaimer limits or excludes SSEPD's liability for:

- a. death or personal injury caused by SSEPD's negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability that cannot be limited or excluded by applicable law.



Subject to the above, SSEPD shall not be liable to you or any third party who relies on your use of the information and/or data for any decision made or action taken or not taken for the purpose of determining a PoC in delict or tort (including negligence) or otherwise, for any loss howsoever arising under or in connection with your use of the information and/or data provided for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of or damage to goodwill; or
- f. any indirect or consequential loss.

Severance:

If any of the provisions of these Terms and Conditions should be determined unlawful, invalid or otherwise unenforceable by reason of law then, to the extent and within the jurisdiction which that provision is found to be unlawful, invalid or unenforceable, then that provision shall be deleted and shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions which shall continue to be binding and in force.

Governing Law and Jurisdiction:

These Terms and Conditions and any dispute arising herein shall be governed by and construed in accordance with the laws of either England and Wales or Scotland depending on the country from which access is made, and subject to the exclusive jurisdiction of the English and Welsh Courts or Scottish Courts, whichever is applicable.