The Sizewell C Project

3.1 Final Development Consent Order - Tracked Changes Version - Revision 11 against Revision 10

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Planning Act 2008
Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

SizewellC
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STATUTORY INSTRUMENTS

2022 No. [0000]

INFRASTRUCTURE PLANNING

The Sizewell C (Nuclear Generating Station) Order 2022

Made - - - - ***

Coming into force ***

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An application has been made to the Secretary of State under section 37 of the Planning Act 2008 (the "2008 Act"(**a**)) and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 (**b**) for an Order under sections 114, 115 and 120 of the 2008 Act.

The application was examined by a Panel of ~~[ ]~~ five members ("the Panel") in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules (**c**).

The Panel, having considered the application together with the documents that accompanied it and the representations made and not withdrawn, has submitted a report to the Secretary of State setting out its findings, conclusions and recommendations in respect of the application.

The Secretary of State, having considered the report and recommendations of the Panel, has decided to make an Order granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial change to the proposals comprised within the application].

(**a**) 2008 c.29. Section 37 was amended by section 173(5) of, and paragraph 5 of Schedule 13 to the Localism Act 2011 (c.20). Parts 1 to 7 were amended by Chapter 6 of, and Part 1 of Schedule 13 to the Localism Act 2011 (c.20).
(**b**) S.I. 2009/2264, amended by S.I 2010/439, S.I. 2010/602, S.I. 2012/635, SI. 2012/1659, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2015/377, S.I. 2014/2381, S.I. 2015/1682, S.I. 2017/524 and S.I. 2017/572.
(**c**) S.I. 2010/103, amended by S.I. 2012/635.

The Secretary of State in exercise of the powers conferred by section 114, 115 and 120 of the 2008 Act, makes the following Order:

PART 1

General provisions

Preliminary

Citation and commencement

1. This Order may be cited as the Sizewell C (Nuclear Generating Station) Order 2022 and comes into force on [ ].

Interpretation

2.—(1) In this Order, unless the context requires otherwise—

"the 1847 Act" means the Harbours, Docks and Piers Clauses Act 1847(**a**);

"the 1961 Act" means the Land Compensation Act 1961(**b**);

"the 1965 Act" means the Compulsory Purchase Act 1965(**c**);

"the 1980 Act" means the Highways Act 1980(**d**);

"the 1981 Act" means the Compulsory Purchase (Vesting Declarations) Act 1981(**e**);

"the 1984 Act" means the Road Traffic Regulation Act 1984(**f**);

(**a**) 1847 c. 27. Sections 35 and 39 were amended by section 46 of the Criminal and Justice Act 1982 (c.48). There are other amendments made to the 1847 Act which are not relevant to this Order.

(**b**) 1961 c. 33. Part 1 was amended by S.I. 2009/1307. Section 4A was inserted by the Housing and Planning Act 2016 (c.22). There are other amendments to the 1961 Act which are not relevant to this Order.

(**c**) 1965 c. 56. Section 3 was amended by section 70 of, and paragraph 3 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). Section 4 was amended by section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71). Section 5 was amended by sections 67 and 80 of, and Part 2 of Schedule 18 to, the Planning and Compensation Act 1991 (c. 34), section 192(2) of the Housing and Planning Act 2016 (c.22) and S.I. 2009/1307. Section 11 was amended by sections 186, 187(2) and 188 of, paragraph 3 of Schedule 16 to and paragraph 6 of Schedule 14 to the Housing and Planning Act 2016 (c.22) and S.I. 2009/1307. Subsection (1) of section 11 and sections 3, 31 and 32 were amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67) and by section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No.1). Section 12 was amended by section 56(2) of, and Part 1 to Schedule 9 to, the Courts Act 1971 (c. 23). Section 13 was amended by section 139 of, paragraph 28 of Schedule 13 and paragraph 1 of Schedule 23 ~~of~~ to the Tribunals, Courts and Enforcement Act 2007 (c. 15). Section 20 was amended by section 70 of, and paragraph 14 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). Sections 9, 25 and 29 were amended by the Statute Law (Repeals) Act 1973 (c. 39). Section 31 was also amended by section 70 of, and paragraph 19 of Schedule15 to, the Planning and Compensation Act 1991 (c. 34) and by section 14 of, and paragraph 12(2) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No.1). There are other amendments to the 1965 Act which are not relevant to this Order.

(**d**) 1980 c. 66. Section 1(1) was amended by section 21(2) of the New Roads and Street Works Act 1991 (c. 22); sections 1(2), 1(3) and 1(4) were amended by section 8 of, and paragraph (1) of Schedule 4 to, the Local Government Act 1985 (c. 51); section 1(2A) was inserted, and section 1(3) was amended, by section 259 (1), (2) and (3) of the Greater London Authority Act 1999 (c. 29); sections 1(3A) and 1(5) were inserted by section 22(1) of, and paragraph 1 of Schedule 7 to, the Local Government (Wales) Act 1994 (c. 19). Section 36(2) was amended by section 4(1) of, and paragraphs 47(a) and (b) of Schedule 2 to, the Housing (Consequential Provisions) Act 1985 (c. 71), by S.I. 2006/1177, by section 4 of, and paragraph 45(3) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11), by section 64(1), (2) and (3) of the Transport and Works Act (c. 42) and by section 57 of, and paragraph 5 of Part 1 of Schedule 6 to, the Countryside and Rights of Way Act 2000 (c. 37); section 36(3A) was inserted by section 64(4) of the Transport and Works Act 1992 and was amended by S.I. 2006/1177; section 36(6) was amended by section 8 of, and paragraph 7 of Schedule 4 to, the Local Government Act 1985 (c. 51); and section 36(7) was inserted by section 22(1) of, and paragraph 4 of Schedule 7 to, the Local Government (Wales) Act 1994 (c. 19). Section 64 was amended by section 102 of and Schedule 17 to the Local Government Act 1985 (c.51) and paragraph 1 of Schedule 9 to the New Roads and Street Works Act 1991 (c.22). Section 329 was amended by section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c. 29) and by section 190(3) of, and Part 1 of Schedule 27 to, the Water Act 1989 (c. 15). There are other amendments to the 1980 Act which are not relevant to this Order.

(**e**) 1981 c.66

(**f**) 1984 c.27. Section 32 was amended by sections 1, 2 and 8(1) and paragraph 4(6)(d) of Schedule 5 to the Local Government Act 1985 (c.51) and section 168(1) of, and paragraph 39 of Schedule 8 to, the 1991 Act. There are other amendments to the 1984 Act which are not relevant to this Order.

"the 1990 Act" means the Town and Country Planning Act 1990(**a**);

"the 1991 Act" means the New Roads and Street Works Act 1991(**b**);

"the 2008 Act" means the Planning Act 2008(**c**);

"the 2009 Act" means the Marine and Coastal Access Act 2009(**d**);

"the 2011 Regulations" means the Marine Licensing (Licence Application Appeals) Regulations 2011;

"the 2015 Order" means the Town and Country Planning (General Permitted Development) (England) Order 2015(**e**);

"3G Pitch" means third generation artificial grass pitches that are specifically designed to meet the needs of football and rugby by more closely replicating the playing characteristics of natural turf than historic artificial grass pitches;

"address" includes any number or address used for the purposes of electronic transmission;

"ancillary structures" means the Works specified in requirement ~~13~~ 22 in Schedule 2 (Requirements);

"apparatus" unless otherwise provided for, has the same meaning as in Part 3 of the 1991 Act;

"Approved Plans" means the drawings certified as such by the Secretary of State under article 80 and identified in Schedule 7 of this Order or approved pursuant to a requirement;

"area of seaward construction activity" means the area of the sea within the Order limits shown on the Works Plans;

"Associated Development Design Principles" means the document certified as such by the Secretary of State ~~as such~~ under article 80 (Certification of plans, etc);

"authorised development" means the development and associated development described in Schedule 1 (Authorised development) and any other development authorised by this Order which is development within the meaning of section 32 of the 2008 Act;

"Book of Reference" means the document certified as such by the Secretary of State ~~as such~~ under article 80~~;~~ (Certification of plans, etc);

"bridleway" has the same meaning as in the 1980 Act;

"building" includes any structure or erection or any part of a building, structure or erection;

"capital dredging works" mean works which comprise the excavation of the seabed, in an area or down to a level (relative to Ordnance Datum) not previously dredged during the preceding 10 years;

"carriageway" has the meaning given in section 329 of the 1980 Act (interpretation);

"Code of Construction Practice" means the document certified as such by the Secretary of State ~~as such~~ under article 80 (Certification of plans, etc);

"commence" means beginning to carry out any material operation, as defined in section 155 of the 2008 Act (when development begins), forming part, or carried out for the purposes, of the authorised development other than operations consisting of—

(a) site preparation and clearance works;

(**a**) 1990 c. 8. Section 56(4) was amended by section 32 of, and paragraph 10(2) of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34). Section 106 was substituted, and section 106A inserted, by section 12(1) of the Planning and Compensation Act 1991. Section 206(1) was amended by section 192(8) of, and paragraphs 7 and 11 of Schedule 8 to, the 2008 Act. Sections 272 to 274 and section 279 were amended by section 406(1) of, and paragraph 103 of Schedule 17 to, the Communications Act (c. 21), and section 280 was amended by section 406(1) of, and paragraph 104 of Schedule 17 to, that Act. Sections 272 to 274 were also amended by S.I. 2011/741 and S.I. 2012/2590. Section 282 was amended by S.I. 2009/1307. There are other amendments to the 1990 Act which are not relevant to this Order.

(**b**) 1991 c. 22. Section 48(3A) and Section 50 was inserted by section 124 of the Local Transport Act 2008 (c. 26). Part 3 of the 1991 Act was amended by Part 4 of the Traffic Management Act 2004 (c. 18) S.I. 2007/1890, S.I. 2007/1951 and S.I. 2007/3174. Section 74 2000 (c. 38). There are other amendments to the 1991 Act but they are not relevant to this Order.

(**c**) 2008 c. 29

(**d**) 2009 c. 23

(**e**) S.I. 2015/596

(b) pre-construction archaeological works;

(c) environmental surveys and monitoring;

(d) removal of hedgerows, trees and shrubs;

(e) investigations for the purpose of assessing ground conditions;

(f) diversion or laying of services;

(g) remedial work in respect of any contamination or adverse ground conditions (excluding works including and associated with dewatering activities carried out as part of Work No. ~~1A(l), Work No. 1A(t) and Work No.1A(u~~1A(k) (SSSI crossing), Work No. 1A(s) (realignment of Sizewell Drain and associated woks) and Work No. 1A(t) (perimeter below-ground cut-off wall, including associated de-watering of contained area) in Schedule 1);

(h) receipt and erection of construction plant and equipment;

(i) the temporary display of site notices and advertisements; and

(j) erection of temporary buildings and structures (which for the purpose of this definition does not include Work No. 9(a) (northern park and ride), Work No. 10(a) (southern park and ride) or Work No. 13(a) (freight management facility).

the words "commencement" and "commenced" are to be construed accordingly;

"compulsory acquisition notice" means a notice served in accordance with section 134 of the 2008 Act (Notice of authorisation of compulsory acquisition);

"Construction Method Statement" means ~~Appendix 3D to Volume 2, Chapter 3 of the Environmental Statement (Doc Ref. 6.3 3D(B));~~the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"cycle track" has the same meaning as in the 1980 Act;

"cycleway" means a way constituting or comprised in a highway, being a way over which the public have the following, but no other, rights of way, that is to say, a right of way on pedal cycles (other than pedal cycles which are motor vehicles within the meaning of the Road Traffic Act 1988) with a right of way on foot and a right of way on horseback or leading a horse;

"deemed marine licence" means the marine licence granted by this Order as set out in Schedule ~~20~~ 21 or any variation to it;

"development" means the carrying out of a material operation, as defined in section 155 of the Planning Act 2008 excluding any operation excluded from the definition of "commencement";

"discharging authority" means the body responsible for giving any endorsement agreement or approval required by a requirement;

"Deed of Obligation" means ~~the document certified by the Secretary of State as the Deed of Obligation under article 80 and identified in Schedule 22 for the purposes of this Order and~~ (i) ~~any modifications to it made from time to time pursuant to article 9B; and~~ the document certified as such by the Secretary of State under article 80 (Certification of plans, etc); (ii) any deeds of covenant or other agreements entered into pursuant to Clause ~~[15]~~ 14 of it from time to time, and the deed of covenant made between the NNB Generation Company (SZC) Limited and the Environment Agency on 8 October 2021 under section 37 of the Environment Act 1995 and section 30 of the Anglian Water Authority Act 1977; and (iii) any modifications made by the Secretary of State to (i) and (ii) under article 11 (Modification and discharge of Deed of Obligation) from time to time;

"Drainage Strategy" means the document certified as such by the Secretary of State ~~as such~~ under article 80~~;~~ (Certification of plans, etc);

"Draft Coastal Processes Monitoring and Mitigation Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft Fen Meadow Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft Fish Impingement and Entrainment Monitoring Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft Marine Mammal Mitigation Protocol" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft Rail Noise Mitigation Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft *Sabellaria* Reef Management and Monitoring Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft Site Integrity Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft Water Monitoring and Management Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Draft Wet Woodland Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"EDF Energy Nuclear Generation Limited" means EDF Energy Nuclear Generation Limited (Company number 03076445), being the holder of a nuclear licence under section 3 of the Nuclear Installations Act 1965;

"electronic transmission" means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

"environmental information" means the Environmental Statement and any information constituting "environmental information" as defined by the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 relied upon by the Secretary of State in reaching a reasoned conclusion on the significant effects of the authorised development on the environment pursuant to regulation 21(1)(b) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017;

"Environmental Statement" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Estate" means the area shown on Figure 2 of the Estate Wide Management Plan;

"Estate Wide Management Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Fen Meadow Strategy" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"footway" ~~has~~ and "footpath" have the same ~~meaning~~ meanings as in the 1980 Act;

"general direction" means a direction given by the undertaker under article ~~65~~ 62 (General directions to vessels);

"grid works" means Work No. ~~1A(p~~1A(o), (~~q~~p) and (~~s~~r) or any "other associated development" as set out in Schedule 1 which is necessary to facilitate the carrying out of these works;

"harbour" means the harbour as comprised within the harbour limits and to be constructed by the undertaker in pursuance of the powers conferred on it by this Order, and all other works, land, buildings, ancillary works, plant, property and conveniences connected with it, as from time to time existing within the harbour limits;

"harbour authority", in relation to a harbour, means the harbour authority that has a statutory duty to manage, maintain or improve the harbour;

"harbour limits" means the limits of the harbour as specified in article ~~51~~ 54 (Limits of harbour) and identified in Schedule ~~19~~ 20 (Limits of harbour);

"harbour master" means the person appointed as such by the undertaker and includes that person's deputies and assistants and any other person for the time being authorised by the undertaker to act, either generally or for a specific purpose, in the capacity of harbour master;

"the harbour undertaking" means the harbour undertaking of the undertaker as authorised from time to time;

"highway", "highway authority" and "local highway authority" have the same meanings as in the 1980 Act;

"land" includes land covered by water, any interest in land or right in, to or over land;

"Land Plans" means the plans certified as such by the Secretary of State under article 80 (Certification of plans, etc) and identified in Schedule 3 (Land Plans);

"landscape restoration area" means the main development site excluding the area of the permanent development site;

"Lead Local Flood Authority" means the body designated as such, for the area in which the authorised development is located, pursuant to section 6(7) (other definitions) of the Flood and Water Management Act 2010;

"level of high water" means the level of mean high water springs;

"level of low water" means the level of mean low water neaps;

"Lighting Management Plan" means the document certified as such by the Secretary of State ~~as such~~ under article 80 (Certification of plans, etc);

"local planning authority" has the meaning given in the 1990 Act;

"main development site" means the land within which Work No. 1 may be constructed as shown on the Works Plans;

"Main Development Site Design and Access Statement" means the document certified as such by the Secretary of State as such under article 80 ~~and identified in Schedule 22 for the purposes of this Order~~(Certification of plans, etc);

"Main Development Site Operational Siting and Height Parameters" means the ~~maximum building heights and siting zones specified in Tables 2.1, 2.2, 2.3, 2.5 and 2.7 of Chapter 2 of Volume 2 of the Environmental Statement and the zones shown on Main Development Site Operational Parameter Plan - Operational Platform (SZC-SZ0100-XX-100-DRW-100043) as such under article 80 and identified in Schedule 22 for the purposes of this Order~~document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Main Development Site Water Monitoring and Response Strategy" means the document certified as such by the Secretary of State under article 80~~;~~ (Certification of plans, etc);

"maintain" includes inspect, repair, adjust, alter, refurbish, clear, remove or reconstruct, replace and improve, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental information, and any derivative of "maintain" is to be construed accordingly;

"main platform works" means Work No 1A(a) to (h);

"marine works" means Work Nos. ~~1A(m~~1A(l) (permanent beach landing facility)~~, 1A(bb), 1A(n),~~, 1A(aa) (temporary marine bulk import facility), 1A(m) (soft coastal defence feature), 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M, 2N, 2O and 2P (cooling water infrastructure, drainage outfall, desalination intake and outfall infrastructure) described in Schedule 1 and any other works below mean high water springs authorised by this Order or, as the case may require, any part of those works and "marine work" refers to any one of the marine works;

"Maritime and Coastguard Agency" means the executive agency of the Department for Transport;

"master" in relation to a vessel means any person for the time being having or taking the command, charge or management of the vessel;

"mean high water springs" or "MHWS" means the highest level which spring tides reach on average over a period of time;

"National Grid" means National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH, being a licence holder within the meaning of Part 1 of the Electricity Act 1989;

"Natural England" means the organisation charged with advising the Secretary of State on nature conservation matters in England;

"Network Rail" means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

"new Sizewell B relocated facilities permission" means any planning permission granted under the 1990 Act prior to service of notice under article 5 (Effect of the Order on the Sizewell B relocated facilities permissions) in respect of the works comprised in Work No. 1D or Work No. 1E, or any part of them;

"On-site Marsh Harrier Compensatory Habitat Strategy" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"operational period" means the period of time that the relevant part of the authorised development is in operation after construction and commissioning is complete pursuant to the relevant construction contract or contracts and "operation" and "operational" should be construed accordingly;

"Order land" means the land identified by plot numbers on the Land Plans and described in the Book of Reference;

"Order limits" means the limits shown on the Works Plans within which the authorised development may be carried out;

"Ordnance Datum" means Ordnance Datum (Newlyn);

"other associated development" means works authorised by Part 2 of Schedule 1 of this Order;

"Outline Landscape and Ecology Management Plan" means the document certified as such by the Secretary of State ~~as such~~ under article 80~~;~~ (Certification of plans, etc);

"Outline Vessel Management Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Overarching Archaeological Written Scheme of Investigation" means the document certified by the Secretary of State as such under article 80~~;~~ (Certification of plans, etc);

"owner", in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(**a**) (interpretation);

"Parameter Plans" means the plans certified as ~~the parameter plans~~ such by the Secretary of State under article 80 (Certification of plans, etc) and identified in Schedule 6 (Parameter Plans);

"Peat Strategy" means the document certified as such by the Secretary of State ~~as such~~ under article 80 (Certification of plans, etc);

"permanent development site" means the land within the permanent development site boundary as shown on plan SZC-SZC0100-xx-100-DRW-100089 (Main Development Site, Main Platform, Proposed General Arrangement (Operational));

"permanent limits" means the limits of land ~~for the purpose of article 26 (compulsory acquisition of land) as~~ shown shaded pink, orange ~~or~~ and blue on the Land Plans;

"public rights of way implementation plan" means a written plan submitted to and approved by Suffolk County Council under Requirement ~~6A~~10;

~~Public~~ "Rights of Way and Access Strategy" means the document certified as such by the Secretary of State under article 80~~;~~ (Certification of plans, etc);

(**a**) 1981. c.67; The definition of "owner" in section 7 was amended by the Planning and Compensation Act 1991 (c.34), Schedule 15, paragraph 9. Part III of Schedule 2 was amended by S.I. 2009/1307. There are other amendments to the Acquisition of Land Act 1981 which are not relevant to this Order.

~~"Rail Noise Mitigation Strategy" means the document certified as such by the Secretary of State under article 80;~~

"railway property" means any railway belonging to Network Rail Infrastructure Limited and-

(a) any station, land, works, apparatus and equipment belonging to Network Rail Infrastructure Limited or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail Infrastructure Limited for the purposes of such railway or works, apparatus or equipment;

"rail works" means Work No. ~~4A, 4B, 4C or 4D~~4, or any "other associated development" as set out in Schedule 1 which is necessary to facilitate the carrying out of these works;

"requirement" means a requirement set out in Schedule 2 (Requirements), and a reference to a numbered requirement is a reference to the requirement set out in the paragraph of the same number in that Schedule;

"Rights of Way and Access Strategy" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Rights of Way Plans" means the plans certified as such by the Secretary of State under article 80 and identified in Schedule 5 (Rights of Way Plans);

"Sizewell B relocated facilities permission 1" means the planning permission granted by East Suffolk Council on 13 November 2019, with reference number DC/19/1637/FUL and any variations granted thereto pursuant to ~~s96A~~section 96A, ~~s73 or s73A~~ section 73 or section 73A of the 1990 Act;

"Sizewell B relocated facilities permission 2" means the planning permission granted by East Suffolk Council on 18 February 2021, with reference number DC\20\4646\FUL and any variations granted thereto pursuant to ~~s96A~~section 96A, ~~s73 or s73A~~ section 73 or section 73A of the 1990 Act;

"Sizewell B relocation works 2" means Work No. 1E and any other associated development related to such work described in Schedule 1 of this Order or, as the case may require, any part of those works~~, and reference to "SZC relocation site 2" means the area within the boundary of Work No. 1E as shown on the Works Plans~~;

"Sizewell B relocation works 1" means Work No. 1D and any other associated development related to such work described in Schedule 1 of this Order or, as the case may require, any part of those works~~, and reference to "SZC relocation site 1" means the area within the boundary of Work No. 1D as shown on the Works Plans;~~;

"Sizewell Link Road Landscape and Ecology Management Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Sizewell Marshes SSSI" means the Sizewell Marshes Site of Special Scientific Interest;

~~"SZC construction works" means the construction of Work Nos. 1A, 1B, 1C, and 1D or 1E (as the case may be) and any works authorised by Part 2 of Schedule 1 in connection with such works;~~

"special direction" means a direction given by the harbour master under article ~~67~~ 64 (Special directions to vessels);

"specific associated development works" means Work No. 4B, 4D, 9, 10 and 13;

~~"Statutory Nature Conservation Body" means an organisation charged by government with advising on nature conservation matters;~~

"statutory undertaker" means any person falling within section 127(8) of the 2008 Act (Statutory undertakers' land) and includes a public communications provider as defined in section 151(1) of the Communications Act 2003(**a**);

(**a**) 2003 c.21. The definition of "the electronic communications code" and section 106 were amended by sections 4(3) and (4) of the Digital Economy Act 2017 (c.30). There are amendments to this Act which are not relevant to this Order.

"street" means, ~~irrespective of whether it is a thoroughfare, the whole or any part of any highway, road, lane, footway, alley, passage, square, court and any land laid out as a way whether it is for the time being formed as a footpath or not,~~ a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street and ~~any bridge, viaduct, overpass or underpass which a street passes over~~;

"street authority", in relation to a street, has the meaning given in Part 3 of the 1991 Act (The street authority and other relevant authorities);

"subsoil" means any stratum of land that is below the surface of the ground;

"SZC construction works" means the construction of Work Nos. 1A, 1B, 1C, and 1D or 1E (as the case may be) and any works authorised by Part 2 of Schedule 1 in connection with such works;

"Terrestrial Ecology Monitoring and Mitigation Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"terrestrial works" means all works located above ~~MHWS described in Schedule 1. Works below MHWS are marine works~~mean high water springs authorised by this Order;

"traffic authority" has the meaning given to it in section 121A of the Road Traffic Regulation Act 1984

"traffic sign" has the meaning given to the term in section 64(1) of the Road Traffic Regulation Act 1984

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

"tree preservation order" has the meaning given in section 198 of the 1990 Act (power to make tree preservation orders);

"Two Village Bypass Landscape and Ecology Management Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"undertaker" means NNB Generation Company (SZC) Limited (company number 09284825) or any person who has the benefit of this Order in accordance with articles 8 (Benefit of Order) and 9 (Consent to transfer benefit of the Order);

"undertaking" mean the generation of electricity by the undertaker as authorised from time to time;

"vessel" means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

"watercourse" includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

"Westleton Marsh Harrier Compensatory Habitat Strategy" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc);

"Wet Woodland Strategy" means the document certified as such by the Secretary of State under article 80~~;~~ (Certification of plans, etc);

"Work" means a numbered work identified as part of the authorised development in Schedule 1 and includes any other associated development related to that work;

"Works Plans" means the plans certified as such by the Secretary of State ~~as such~~ under article 80 (Certification of plans, etc) and identified in Schedule 4 of this Order;

"working days" means Monday to Friday excluding bank holidays and other public holidays;

(2) References in this Order to rights over land include references to rights to do or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictions are references to restrictive covenants over land which interfere with the interests or rights of another and are for the benefit of land which is acquired, or rights over which are acquired, under this Order.

(3) All distances, directions and lengths referred to in this Order are approximate and distances between points on a Work comprised in the authorised development and shown on the Works Plans or Rights of Way Plans are to be taken to be measured along that Work.

(4) All areas described in square metres in the Book of Reference are approximate.

(5) References to any statutory body includes that body's successor in respect of functions which are relevant to this Order.

(6) ~~(5A)~~ Unless otherwise stated, references to East Suffolk Council refer to this body in its capacity as a local planning authority, and references to Suffolk County Council refer to this body in its capacity as a local highway authority.

(7) A reference in this Order to a Work designated by a number, or by a combination of letters and numbers (for example, "Work No. 4A"), is a reference to the Work so designated in Schedule 1 and reference to—

(a) Work No.1 means Work Nos. 1A, 1B, 1C, 1D, and 1E;

(b) Work No.2 means Work Nos. 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K 2L, 2M, 2N, 2O and 2P;

(c) Work No. 4 means Work Nos. 4A, 4B, 4C and 4D;

(d) Work No. 11 means Work Nos. 11A, 11B and 11C;

(e) Work No. 12 means Work Nos. 12A, 12B, 12C and 12D;

(f) Work No. 14 means Work Nos. 14A and 14B;

(8) A reference in the Schedules to a "relevant site" is a reference to the site of that name shown in the Works Plans, Rights of Way Plans and Land Plans.

(9) References in the Schedules to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the Rights of Way Plans or Land Plans.

(10) In this Order, the expression "includes" or "include" is to be construed without limitation.

(11) The definitions in paragraph (1) do not apply to Schedule ~~20~~ 21 (deemed marine licence under Part 4 (Marine licensing) of the 2009 Act).

(12) A reference in the Schedules to this Order to "highway (all traffic)" or "new highway (all traffic)" is a reference to a highway, other than a public right of way or a highway used only by non-motorised users.

(13) A reference in the Schedules to this Order to "highway (NMUs)" is a reference to a highway ~~which is not a public rights of way, but~~ over which only non-motorised users may ~~travel~~pass but which is not a highway shown or required to be shown on the definitive map and statement (as defined in section 53 of the Wildlife and Countryside Act 1981).

(14) A reference in the Schedules to this Order to "highway (footpath)" refers to any route used as a public right of way, including footpaths, cyclepath, bridleways, byways and restricted byways, but reference to 'footpath' in column (3) of Schedule ~~[●]~~ 11 refers to a public right of way on foot only.

PART 2

PRINCIPAL POWERS

Development consent etc granted by Order

3. Subject to the provisions of this Order and Schedule 2 (Requirements), the undertaker is granted development consent for the authorised development, to be carried out within the lines or situations shown on the Works Plans.

Limits of deviation

4.—(1) Subject to paragraph (2), in constructing Work No. 1, Work No. 2, Work No. 3, Work No. 4, Work No. 5, Work No. 6, Work No. 7, [Work No. 8], Work No. 9, Work No. 10, Work No. 13, Work No. 14, Work No. 15, Work No. 16~~–~~, Work No. 17 and Work No. ~~17–~~18 the undertaker may not deviate vertically or laterally from the levels shown or noted on the Approved Plans except as approved pursuant to Schedule 2 (Requirements).

(2) In constructing any ancillary structures, the undertaker may deviate vertically and laterally to the extent authorised by requirement ~~13~~22.

(3) In constructing Work No. 11 and Work No. 12, the undertaker may deviate~~-~~.

(a) Vertically from the levels shown or noted on the Approved Plans to a maximum of 1 metre upwards or 1 metre downwards; and

(b) laterally to the extent ~~indicated~~ shown or noted on the Approved Plans or as otherwise approved pursuant to Schedule 2 (Requirements).

Effect of the Order on the Sizewell B relocated facilities permissions

5.—(1) If the undertaker serves a notice on East Suffolk Council that it intends to commence Work No. 1D or Work No. 1E—

(a) the undertaker must cease to carry out development under the Sizewell B relocated facilities permission 1, Sizewell B relocated facilities permission 2 and any new Sizewell B relocated facilities permission; and

(b) the conditions of the Sizewell B relocated facilities permission 1, Sizewell B relocated facilities permission 2 and any new Sizewell B relocated facilities permission will be unenforceable, except in respect of any breach that occurred prior to the undertaker serving notice under this paragraph.

(2) The undertaker may not carry out Work No. 1D or Work No. 1E under this Order until notice has been served under paragraph (1) but nothing in this Order shall prevent the undertaker from commencing Work No. 1E following commencement of Work No. 1D provided that notice is served on East Suffolk Council to that effect.

(3) Where the undertaker serves notice on East Suffolk Council that it is commencing Work No. 1E it shall not thereafter carry out Work No. 1D and, in the event that the undertaker has commenced Work No. 1D(d) or (e), the undertaker may not implement Work No. 1E(d).

(4) Notwithstanding paragraph (2), the undertaker may exercise any other powers under this Order in respect of any part of the authorised development prior to or following service of notice under paragraph (1).

(5) Without prejudice to the generality of paragraph (4), the undertaker may discharge any requirement in Schedule 2 of this Order at any time prior to or following the service of notice under paragraph (1).

(6) Where details, plans, works or any other matters have been approved or agreed by East Suffolk Council pursuant to a condition of the Sizewell B relocated facilities permission 1 in

column (1) of Schedule 8 Part 1 (Deemed approval of requirements relating to Sizewell B relocated facilities permission 1 and 2) prior to the date on which the undertaker serves notice under paragraph (1) the corresponding requirement to that condition in column (2) of Schedule 8 Part 1 (Deemed approval of requirements relating to Sizewell B relocated facilities permission 1 and 2) will be deemed to have been approved insofar as it relates to Work ~~No.~~No. 1D.

(7) Where details, plans works or any other matters have been approved or agreed by East Suffolk Council pursuant to a condition of the Sizewell B relocated facilities permission 2 in column (1) of Schedule 8 Part 2 (Deemed approval of requirements relating to Sizewell B relocated facilities permission 1 and 2) prior to the date on which the undertaker serves notice under paragraph (1) the corresponding requirement to that condition in column (2) of Schedule 8 Part 2 (Deemed approval of requirements relating to Sizewell B relocated facilities permission 1 and 2) will be deemed to have been approved insofar as it relates to Work ~~No.1E~~No. 1E

(8) Where details, plans (except for those plans which are also Approved Plans relating to Work No. 1D or Work No. 1E) works or any other matters have been imposed as a condition, or approved or agreed pursuant to a condition, of any new Sizewell B relocated facilities permission prior to the date on which the undertaker serves notice under paragraph (1), East Suffolk Council and the undertaker will agree in writing which details, documents, plans, works or other matters under the new Sizewell B relocated facilities permission will be deemed to have been discharged, approved, agreed, obtained or undertaken for the purposes of the requirement relating to Work No. 1D or Work No. 1E (as the case may be).

Maintenance of authorised development

6. The undertaker may at any time maintain the authorised development, except to the extent that this Order or an agreement made under this Order provides otherwise.

Authorisation of use

7.—(1) The undertaker is authorised to operate and use the authorised development for which development consent is granted by this Order.

(2) Paragraph (1) does not relieve the undertaker of any duty to obtain any permit, licence or other obligation under any other legislation that may be required from time to time to authorise the operation of any part of the authorised development.

Benefit of Order

8.—(1) Subject to article 9 (Consent to transfer benefit of the Order), the provisions of this Order have effect solely for the benefit of NNB Generation Company (SZC) Limited save for—

(a) the Sizewell B relocation works 1 and the Sizewell B relocation works 2, for which the provisions of this Order have effect for the benefit of NNB Generation Company (SZC) Limited and EDF Energy Nuclear Generation Limited;

(b) in respect of any rail works, for which the provisions of this Order have effect for the benefit of NNB Generation Company (SZC) Limited and Network Rail; and

(c) in respect of any grid works, for which the provisions of this Order have effect for the benefit of NNB Generation Company (SZC) Limited and National Grid.

(2) Paragraph (1) does not apply to the works for which consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers and other persons affected by the authorised development.

(3) For the purpose of exercising the power to carry out operations under paragraph (2)(a) of article ~~9A~~10, East Suffolk Council and Suffolk County Council will be deemed to have the benefit of the Order.

Consent to transfer benefit of the Order

9.—(1) The undertaker may, with the written consent of the Secretary of State—

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; or

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed between the undertaker and the lessee.

(2) ~~Work No. 1A(a) to (h)~~ The main platform works may not be operated or used except by a person with the benefit of the Order.

(3) The Secretary of State must consult the Marine Management Organisation, East Suffolk Council and Suffolk County Council before giving consent under paragraph (1).

(4) ~~(3A)~~ [Where the undertaker seeks to transfer the benefit of some but not all of the Order powers, the Secretary of State shall take into account whether such partial transfer can take place without prejudicing—

(a) delivery of the authorised development as a whole;

(b) the ability of the person bound by the Deed of Obligation following such transfer to meet all obligations contained therein;

(c) the ability of East Suffolk Council and Suffolk County Council to enforce the terms of the Deed of Obligation.]

(5) Where a transfer or grant has been made in accordance with this article, references in this Order to the undertaker, except in paragraph (5), include references to the transferee or the lessee.

(6) Where the undertaker has transferred any benefit ("transferor"), or for the duration of any period during which the ~~transferor~~ undertaker has granted any benefit ("grantor"), under paragraph (1) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant ~~under paragraph (1)~~ , is subject to the same restrictions, liabilities and obligations under this Order as would apply if those benefits or rights were exercised by the transferor or grantor.

(7) ~~(6A)~~ The obligations of the undertaker under the Deed of Obligation are enforceable in accordance with article 10 (Enforcement of the Deed of Obligation) against any person to whom the power to construct or operate ~~Work No. 1A(a) to (h)~~ the main platform work has been transferred or granted under this article for so long as ~~they benefit~~ that person benefits from the power to construct or operate any of those works, and such transferee or lessee shall be treated for all purposes as the undertaker who entered into the Deed of Obligation with the other parties to it.

(8) ~~(6B)~~ The obligations of parties to the Deed of Obligation other than the undertaker are enforceable by any person to whom the power to construct or operate ~~Work No. 1A(a) to (h)~~ the main platform works has been transferred or granted under this article for so long as ~~they benefit~~ that person benefits from the power to construct or operate any of those works, and such parties shall be treated for all purposes as parties who entered into the Deed of Obligation with the transferee or lessee.

~~(9) Where the consent of the Secretary of State is not required under paragraph (6), the transferor must notify the Secretary of State, East Suffolk Council and Suffolk County Council in writing before transferring or granting all or any part of the benefit of the provisions of this Order and such related statutory rights referred to in paragraph (1).~~

~~(10) The notification referred to in paragraph (7) must state—~~

~~(a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;~~

~~(b) subject to paragraph (9), the date on which the transfer or grant will take effect;~~

~~(c) the powers to be transferred or granted;~~

~~(d) pursuant to paragraph (5), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and~~

~~(e) where relevant, a plan showing the works or areas to which the transfer or grant relates.~~

~~(11) The date specified under paragraph (8)(b) must not be earlier than the expiry of five working days from the date of the receipt of the notice.~~

~~(12) The notice given under paragraph (7) must be signed by the transferor and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.~~

Enforcement of the Deed of Obligation

10.~~9A.~~ ~~(1~~ (1) The terms of the Deed of Obligation are enforceable by injunction.

(2) ~~(2)~~ Without prejudice to paragraph (1), if there is a breach of a requirement in the Deed of Obligation to carry out any operations in, on, under or over the land to which the requirement relates, East Suffolk Council or Suffolk County Council may—

(a) enter the land and carry out the operations, and

(b) recover from the undertaker any expenses reasonably incurred by them in so doing.

(3) ~~(3)~~ Before exercising their power under ~~subsection~~ paragraph 2(a) East Suffolk Council or Suffolk County Council shall give not less than twenty-one days' notice of their intention to do so to any owner or occupier of the land.

(4) ~~(4)~~ Following receipt of the notice given in accordance with ~~subsection~~ paragraph (3) in relation to land in its possession, the undertaker shall not refuse or hinder entry to such land by East Suffolk Council or Suffolk County Council provided that such entry is in accordance with any reasonable requirements of the undertaker.

(5) ~~(5)~~ If entry to the land by East Suffolk Council or Suffolk County Council is refused or hindered by the undertaker, the owner or occupier, they may issue a warrant to—

(a) the sheriff, or

(b) the enforcement officer,

to allow entry to it by the person appointed in the warrant to receive it.

(6) ~~(6)~~ On receipt of the warrant the person to whom it is issued shall allow entry to the land accordingly.

(7) ~~(7)~~ If, by virtue of paragraph 3A of Schedule 7 to the Courts Act 2003, the warrant is issued to two or more persons collectively, the duty in paragraph 5 of Schedule 7 to the Courts Act 2003~~, the warrant is issued to two or more persons collectively, the duty in subsection (5) of this section~~ shall apply to the person to whom the warrant is allocated in accordance with the approved arrangements mentioned in that Schedule.

(8) ~~(8)~~ The Deed of Obligation shall be a local land charge in respect of all freehold or leasehold interests in land owned by the undertaker within the Order limits and for the purposes of the Local Land Charges Act 1975 the authority by whom the obligation is enforceable shall be treated as the originating authority as respects such a charge.

(9) ~~(9)~~ In this article—

"undertaker" means the undertaker authorised to construct or operate ~~Work No. 1A(a) to (h)~~the main platform works, being the undertaker bound by the Deed of Obligation;

"the enforcement officer", in relation to a warrant to under this article, means the officer or officers identified for that purpose in paragraph 3A of Schedule 7 to the Courts Act 2003; and

"sheriff" includes an under sheriff or other legally competent deputy, and means the sheriff for the area where the land is situated, or if land in one ownership is not situated wholly in one such area the sheriff for the area where any part of the land is situated.

Modification and discharge of Deed of Obligation

11.~~9B.~~ ~~(1~~ (1) An obligation in the Deed of Obligation may not be modified or discharged except—

(a) by agreement between the undertaker and the beneficiary of the obligation, executed as a deed; or

(b) further to a determination by the Secretary of State under this article.

(2) ~~(2)~~ The undertaker may apply to the Secretary of State for the obligation—

(a) to have effect subject to such modifications as may be specified in the application; or

(b) to be discharged,

and must notify East Suffolk Council and Suffolk County Council as soon as any such application is made.

~~(3) An application under paragraph (2) for the modification of an obligation in the Deed of Obligation may not specify a modification imposing an obligation on any other person against whom the Deed of Obligation is enforceable.~~

(3) ~~(4)~~ Where an application is made to the Secretary of State under paragraph (2), the Secretary of State must consult East Suffolk Council and Suffolk County Council and~~,~~ , taking into account their responses, may determine—

(a) that the obligation shall continue to have effect without modification;

(b) if the obligation no longer serves a useful purpose, that it shall be discharged; or

(c) if the obligation continues to serve a useful purpose, but would serve that purpose equally well if it had effect subject to the modifications specified in the application, that it shall have effect subject to those modifications,

and shall give notice of his or her determination to the applicant, East Suffolk Council and Suffolk County Council within three months of the application and provide full reasons for the decision.

(4) ~~(5)~~ Where the Secretary of State determines under this article that an obligation shall have effect subject to modifications specified in the application, the obligation as modified shall be enforceable as if it had been entered into on the date on which notice of the determination was given to the applicant, East Suffolk Council and Suffolk County Council or such other date as the Secretary of State may determine.

(5) ~~(6)~~ An application to the Secretary of State under paragraph (2) shall include the following information—

(a) ~~(a)~~ the name and address of the undertaker;

(b) ~~(b)~~sufficient information to enable identification of the obligation which the undertaker wishes to have modified or discharged;

(c) ~~(c)~~the undertaker's reasons for applying for the modification or discharge of that obligation; and

(d) ~~(d)~~such other information as the Secretary of State considers necessary to enable them to determine the application.

(6) ~~(7)~~ When the Secretary of State receives an application for the modification or discharge of an obligation under paragraph (2) the undertaker shall arrange for the application to be publicised by—

(a) ~~(a)~~posting notice of the application on or near the land to which the obligation relates for not less than 21 days; or

(b) ~~(b)~~publishing notice of the application in a local newspaper circulating in the locality in which that land is situated and on the undertaker's website.

(7) ~~(8)~~ The notice referred to in paragraph (~~7~~6) must include the name of the undertaker, details of the obligation that is proposed to be modified or discharged, an address or website where members of the public may inspect copies of the application, the address or email address ~~at~~ to which any person who wishes to make a representations may write, and a date (no later than 21 days beginning on the date that the notice is posted or published) by which such representations should be made to the Secretary of State.

(8) ~~(9)~~ Where it is proposed that either East Suffolk Council or Suffolk County Council is not to be a party to any deed entered into under paragraph (1)(a), the council not proposed to be a party must be provided with the information set out in paragraphs (~~6~~)(~~a~~5)(a) to (c), and be given not less than 21 days to make representations.

(9) ~~(10)~~ Section 84 of the Law of Property Act 1925 (power to discharge or modify restrictive covenants affecting land) does not apply to an obligation in the Deed of Obligation.

(10) ~~(11)~~ In this article "undertaker" means the undertaker authorised to construct or operate ~~Work No. 1A(a) to (h)~~the main platform works, being the undertaker bound by the Deed of Obligation.

Defence to proceedings in respect of statutory nuisance

12.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**a**) (Summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within sub-paragraphs (d), (fb), (g) or (ga) of section 79(1) of that Act (statutory nuisances and inspections thereof) no order may be made, and no fine may be imposed, under section 82(2) of that Act if the defendant shows that the nuisance—

(a) relates to premises used by the undertaker for the purposes of or in connection with the construction, maintenance or operation of the authorised development and that the nuisance is attributable to the carrying out or use of the authorised development in accordance with—

(i) a notice served under section 60 (control of noise on construction site);

(ii) a consent given under section 61 (prior consent for work on construction site); or

(iii) the controls and measures relating to noise, vibration, dust or lighting as described in the Construction Method Statement, Code of Construction Practice, Lighting Management Plan, Main Development Site Design and Access Statement, Associated Development Design Principles and Outline Landscape and Ecology Management Plan or in accordance with noise and lighting levels set out in an environmental permit relating to the construction~~-~~, maintenance or operation of the authorised development; or

(b) is a consequence of the construction, maintenance or operation of the authorised development and that it cannot, to the reasonable satisfaction of East Suffolk Council reasonably be avoided.

(2) Sections 61(9) of the Control of Pollution Act 1974(**b**) (consent for work on construction sites) as it relates to proceedings under section 82 of the Environmental Protection Act 1990 (Summary proceedings by persons aggrieved by statutory nuisance) does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

(3) In this article "premises" has the same meaning as in section 79 of the Environmental Protection Act 1990.

PART 3

STREETS

Power to alter layout, etc., of streets

13.—(1) The undertaker may, subject to paragraph (3), for the purposes of constructing, operating and maintaining the authorised development, enter onto and alter the layout of~~-~~, or carry out any works on~~-~~, any street whether or not within the Order limits and, without limiting the scope of this paragraph, the undertaker may—

(a) alter the level or increase the width of any kerb, street, footpath, footway, cycle track or verge or central reservation;

(**a**) 1990 c. 43. Section 79(1)(fb) was inserted by section 102 of the Clean Neighbourhoods and Environment Act 2005 (c.16). There are amendments to this Act which are not relevant to this Order.

(**b**) 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 15 to, the Environmental Protection Act 1990 (c.43), and paragraph 1 of Schedule 24 to the Environment Act 1995 c.25. Section 61(2) was amended by section 133 of and Schedule 7 to the Building Act 1984 (c.55). There are other amendments to the 1974 Act which are not relevant to the Order.

(b) make and maintain passing place(s);

(c) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track, verge, or central reservation within the street;

(d) reduce the width of the carriageway of the street;

(e) execute any works to widen or alter the alignment of pavements;

(f) execute any works of surfacing or re-surfacing of the street; and

(g) execute any works necessary to alter existing facilities for the management and protection of pedestrians.

(2) The undertaker must restore any street that has been temporarily altered under this article to the reasonable satisfaction of the street authority.

(3) The powers conferred by paragraph (1) must not be exercised without the consent of the street authority which may not be unreasonably withheld or delayed.

(4) If a street authority that receives an application for consent under paragraph (3) fails to notify the undertaker of its decision within 56 days beginning with the date on which the application was made, that authority will be deemed to have granted consent.

Street works

14.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in column (2) of Schedule 9 (Streets subject to street works) as is within the Order limits for the relevant site specified in column (1) of Schedule 9 and—

(a) break up or open the street, or any sewer, drain or tunnel under it;

(b) tunnel or bore under the street or carry out works to strengthen or repair the carriageway;

(c) place or keep apparatus in the street;

(d) maintain, renew or alter apparatus in or on the street or change its position; and

(e) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (d).

(2) Without limiting the scope of the powers conferred by paragraph (1) but subject to the consent of the street authority, which consent must not be unreasonably withheld or delayed, the undertaker may, for the purposes of the authorised development, enter on so much of any other street whether or not within the Order limits, for the purposes of carrying out the works set out at paragraph (1) above.

(3) If a street authority that receives an application for consent under paragraph (2) fails to notify the undertaker of its decision within 56 days beginning with the date on which the application was made, that authority will be deemed to have granted consent.

(4) The authority given by paragraph (1) or (2) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(5) The provisions of sections 54 to 106 of the 1991 Act (unless disapplied through the operation of article 13 (application of the 1991 Act)) apply to any street works carried out under paragraph (1) or (2).

Application of the 1991 Act

15.—(1) Where the undertaker carries out works under this Order in relation to a highway which consists of or includes a carriageway and the works carried out are—

(a) of a description mentioned in any of sub-paragraphs (a), (c) to (e), (g) and (h) of section 86(3) of the 1991 Act (which defines what highway authority works are major highway works); or

(b) works which, had they been executed by the highway authority, could have been carried out in exercise of the powers conferred by section 64 ~~of the 1980 Act~~ (dual carriageway

and roundabouts) or section 184 (vehicle crossings over footways and verges) of the 1980 Act,

the works will be treated for the purposes of Part 3 of the 1991 Act (street works) as if they were major highway works ~~carried out by~~ and references in that Part to the highway authority concerned, in relation to such works, are to be construed as references to the undertaker.

(2) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers of this Order—

(a) section 56 (power to give directions as to timing of street works);

(b) section 56A (power to give directions as to placing of apparatus);

(c) section 58 (restrictions on works following substantial road works);

(d) section 58A (restriction on works following substantial street works);

(e) section 73A (power to require undertaker to re-surface street);

(f) section 73B (power to specify timing etc. of re-surfacing);

(g) section 73C (materials, workmanship and standard of re-surfacing);

(h) section 77 (liability for cost of use of alternative route);

(i) section 78A (contributions to costs of re-surfacing by undertaker); and

~~(j) section 82 (liability for damage or loss caused);~~

~~(k) section 88 (bridges, bridge authorities and related matters);~~

~~(l) section 89 (public sewers, sewer authorities and related matters);~~

~~(m) section 90 (provisions as to reinstatement of sewers, drains or tunnels);~~

~~(n) section 92 (special precautions as to displaying of lights);~~

~~(o) section 93 (works affecting level crossings or tramways);~~

~~(p) section 94 (power of street authority or district council to undertake street works);~~

~~(q) section 95 (offences);~~

~~(r) section 95A (fixed penalties for certain offences under this Part);~~

~~(s) section 96 (recovery of costs or expenses);~~

~~(t) section 97 (service of notices and other documents);~~

~~(u) section 98 (reckoning of periods);~~

~~(v) section 99 (arbitration);~~

~~(w) section 100 (agreements inconsistent with the provisions of this Part); and~~

~~(x)~~(j) Schedule 3A (restriction on works following substantial street works).

(3) ~~The 1991 Act (save insofar as dis-applied through the operation paragraph (2) above)~~ The provisions of the 1991 Act mentioned in paragraph (4) (which, together with other provisions of that Act, apply in relation to the ~~carrying out~~ execution of street works ~~under that Act~~) and any regulations made~~,~~ or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation ~~to~~ to any temporary closure under the powers conferred by article 19 (temporary closure of streets), whether or not the temporary closure constitutes street works within the meaning of that Act—

(4) The provisions of the 1991 Act referred to in paragraph (3) are—

(a) section 54 (advance notice of certain works), subject to paragraph (6);

(b) section 55 (notice of starting date of works), subject to paragraph (6);

(c) section 57 (notice of emergency works);

(d) section 59 (general duty of street authority to co-ordinate works);

(e) section 60 (general duty of undertakers to co-operate);

(f) section 68 (facilities to be afforded to street authority);

(g) section 69 (works likely to affect other apparatus in the street);

(h) section 75 (inspection fees);

(i) section 76 (liability for cost of temporary traffic regulation); and

(j) section 77 (liability for cost of use of alternative route),

and all such other provisions as apply for the purposes of the provisions mentioned above.

~~(a) carrying out of works under articles 11 (Power to alter layout, etc., of streets) and 12 (Street works);~~

~~(b) the permanent stopping up of a street by the undertaker under article 14 (Permanent stopping up of streets and extinguishment of private means of access); and~~

~~(c) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 17 (Temporary stopping up of streets), whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.~~

~~(4)~~(5) Sections 54 and 55 of the 1991 Act have effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

~~(5) In Part 3 of the 1991 Act, provisions relating to major highway works which refer to the highway authority concerned will, in relation to works which are major highway works by virtue of paragraph (1), be construed as references to the undertaker.~~

(6) I Nothing in article 22 (construction and maintenance of new, altered or diverted streets—

(a) affects the operation of section 87 (prospectively maintainable highways) of the 1991 Act;

(b) means that the undertaker is by reason of any duty under that article to maintain a street or to be taken to be the street authority in relation to that street for the purposes of Part 3 of that Act; or

(c) has effect in relation to maintenance works which are street works within the meaning of the 1991 Act, as respects which the provisions of Part 3 of the 1991 Act apply

Permanent stopping up of streets, change of status, and extinguishment of private means of access

16.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development:

(a) stop up each of the streets and extinguish each private means of access specified in column (2) of Parts 1 and 2 of Schedule 10 (streets to be permanently stopped up~~–~~, changed in status or private means of access extinguished) to the extent specified, by reference to the letters and numbers shown on the Rights of Way Plans, in column (3) of those Parts of that Schedule, and

(b) change the status of each of the streets specified in column (2) of Part 3 of Schedule 10 to the extent specified, by reference to the letters and numbers shown on the Rights of Way Plans, in column (3) of that Part of that Schedule, to the new status specified in column (4) of that Part of that Schedule.

(2) No street or private means of access specified in column (2) of Part 1 of Schedule 10 will be wholly or partly stopped up or extinguished under paragraph (1)(a) unless—

(a) the new street or private means of access to be substituted for it, which is specified in column (4) of that Part of that Schedule is open for use and, in the case of a street, has been completed to the reasonable satisfaction of the street authority or, in the case of a footpath created pursuant to article ~~15~~–17 (status of public rights of way created or improved), to the standard specified in a public rights of way implementation plan; or

(b) a temporary alternative route for the passage of such traffic as could have used the street or private means of access to be stopped up between the commencement and termination points for the stopping up of the street or extinguishment of the private means of access is first provided and, in the case of a street, is subsequently maintained by the undertaker, to

the reasonable satisfaction of the street authority, until the completion and opening of the new street in accordance with sub-paragraph (a).

(3) No street specified in column (2) of Part 3 of Schedule 10 may be changed in status unless–

(a) it has been completed to the reasonable satisfaction of the street authority and is open for use with its new status specified in column (4) of Part 3 of that Schedule; or

(b) a temporary alternative route for the passage of pedestrian users between the commencement and termination points specified in column (3) of Part 3 of that Schedule is first provided and is subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority, until the completion and opening of the street with its new status in accordance with sub-paragraph (a).

(4) Where the undertaker provides a substitution under paragraph (2), or the status of the highway is changed under paragraph (3), the new or temporary alternative street or private means of access is not required to be of a higher standard than the stopped up street or extinguished private means of access in column (2) of Part 1 of Schedule 10 or the highway prior to its change of status provided for in Part 3 of Schedule 10.

(5) No street specified in column (2) of Part 2 of Schedule 10 will be wholly or partly stopped up under this article unless at least one of the conditions specified in paragraph (6) is satisfied in relation to all the land which abuts on either side of the street to be stopped up or private means of access to be extinguished.

(6) The conditions referred to in paragraph (5) are that—

(a) the undertaker is in possession of the land; or

(b) there is no right of access to the land from the street concerned; or

(c) there is reasonably convenient access to the land otherwise than from the street concerned; or

(d) the owners and occupiers of the land have agreed to the stopping up.

(7) Where a street has been stopped up under this article—

(a) all rights of way over or along the street or private means of access are extinguished; and

(b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the street or private means of access as is bounded on both sides by land owned by the undertaker.

(8) Any person who suffers loss by the suspension or extinguishment of any private right of way under this article will be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(9) This article is subject to article ~~41~~ 43 (~~apparatus~~ Apparatus etc. of statutory undertakers).

~~(10) For the purposes of this article and Schedule 10, the definition of "street" under article 2 (Interpretation) is extended to also include any other public right of way.~~

Status of public rights of way created or improved

17. With effect from the date on which the highway authority has confirmed that the public rights of way specified in column (2) of Schedule 11 (Status of public rights of way created or improved) have been created or improved to the standard specified in a public rights of way implementation plan, the public rights of way in question will be deemed to have the status specified in column (3) of that Schedule.

Benefit of permanent private means of access and private rights of way created

18.—(1) Where the undertaker extinguishes a private means of access or private rights of way by virtue of article ~~14~~ 16 (~~permanent~~ Permanent stopping up of streets, change of status~~,~~ and extinguishment of private means of access) or article ~~31~~ 33 (~~private~~ Private rights of way), or where the undertaker considers it necessary in order to facilitate access to land by land owners who would otherwise be prejudiced by the authorised development, the undertaker may create

private means of access or private rights of way over land within the permanent limits without acquiring such land.

(2) ~~(1A)~~ Paragraph (1) is without prejudice to the requirement under article ~~19(1)(b~~21(1)(b) for the approval of the street authority after consultation with the highway authority under article ~~19~~ 21 (~~access~~ Access to works) to form and lay out means of access or improve means of access in certain cases.

(3) A new private means of access or private right of way will be created by virtue of this article 28 days after service of notice by the undertaker on all owners and occupiers of the affected land, specifying—

(a) the location of the new private means of access or private right of way; and

(b) the benefitted land

and the undertaker will as soon as possible following the creation of such private means of access or private right of way inform all owners and occupiers of the benefitted land.

(4) Unless otherwise specified by the undertaker in the notice served pursuant to paragraph (~~2~~3), the new private means of access or private right of way created will include the right to pass and re-pass on foot, with livestock, with vehicles, and with plant and machinery.

(5) Without prejudice to the generality of paragraph (1), the private means of access or private right of way specified in column (3) of Schedule 12 (Benefit of permanent private means of access and private rights of way created) affecting the Land Registry title specified in column (2) of that Schedule may be created ~~by service of notice under this article~~ for the benefit of the ~~benefitted~~ land with the Land Registry title specified in column (1) of Schedule 12 by service of notice under this article on all owners and occupiers of the land with the Land Registry title specified in column (2) of Schedule 12.

(6) Any person who suffers loss by the creation of a permanent private means of access or private right of way under this article will be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(7) In this article—

(a) "affected land" means the land over which the route of the new private means of access or new private right of way will be situated; and

(b) "benefitted land" means the land for whose benefit the new private means of access or new private right of way is created.

Temporary closure of streets and private means of access

19.—(1) The undertaker, during and for the purposes of carrying out or operating the authorised development, may temporarily close, alter or divert any street or private means of access and may for any reasonable time—

(a) divert the traffic from the street and prevent access via the private means of access; and

(b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting the scope of paragraph (1), the undertaker may use as a temporary working site any street or private means of access which has been temporarily closed, altered or diverted under the powers conferred by this article.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary closure, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) Without prejudice to the generality of paragraph (1), the undertaker may temporarily close, alter or divert the streets specified in column (2) Part 1 of Schedule 13 (Streets and private means of access to be temporarily closed) to the extent specified, by reference to the letters and numbers shown on the Rights of Way Plans, in column (3) of that Schedule, and may provide a temporary diversion.

(5) The undertaker must not temporarily close, alter or divert—

(a) any street specified as mentioned in paragraph (4) without first consulting the street authority; and

(b) any other street without the consent of the street authority, which may attach reasonable conditions to any consent, but such consent must not be unreasonably withheld or delayed.

(6) No street or private means of access specified in column (2) of Part 2 of Schedule 13 (Streets and private means of access to be temporarily closed) may be wholly or partly closed under this article unless—

(a) the new temporary street or temporary private means of access to be substituted for it, which is specified in column (4) of that Part of that Schedule, is open for use, and in the case of a street, has been completed to the reasonable satisfaction of the street authority; or

(b) an alternative temporary route for the passage of such traffic as could have used the street or private means of access to be temporarily closed between the commencement and termination points for the temporary closure of the street or private means of access is first provided and, in the case of a street, is subsequently maintained by the undertaker to the reasonable satisfaction of the street authority until the opening of the new temporary street in accordance with sub-paragraph (a) or the re-opening of the street temporarily closed.

(7) Where the undertaker provides a temporary diversion under paragraph (4), the new or temporary alternative route is not required to be of a higher standard than the temporarily closed street or private means of access in column (2) of Part 1 or Part 2 of Schedule 13.

(8) Prior to the reopening of any street or private means of access temporarily closed under paragraphs (4) or (6), the undertaker must remove all temporary works and restore the street or private means of access to its previous condition.

(9) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in the case of dispute, under Part 1 of the 1961 Act.

(10) If a street authority that receives an application for consent under paragraph (5)(b) fails to notify the undertaker of its decision within 56 days of receiving the application, that street authority will be deemed to have granted consent.

~~(11) For the purposes of this article and Schedule 14, the definition of "street" under article 2 (Interpretation) is extended to also include any other public right of way.~~

Use of private roads for construction

20.—(1) The undertaker may use any private road within the Order limits for the passage of persons or vehicles (with or without materials, plant and machinery) for the purposes of, or in connection with, the construction of the authorised development.

(2) The undertaker must compensate the person liable for the repair of a road to which paragraph (1) applies for any loss or damage which that person may suffer by reason of the exercise of the power conferred by paragraph (1).

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of such compensation, is to be determined under Part 1 of the 1961 Act.

Access to works

21.—(1) The undertaker may, for the purposes of the authorised development—

(a) form and lay out means of access, or improve existing means of access identified on the Rights of Way Plans; and

(b) with the approval of the street authority after consultation with the highway authority (such approval not to be unreasonably withheld), form and lay out means of access or improve existing means of access at such other locations within the Order limits as the undertaker reasonably requires.

(2) If a street authority that receives an application for approval under paragraph (1)(b) fails to notify the undertaker of its decision within 56 days of receiving the application, that authority will be deemed to have granted approval.

Construction and maintenance of new and altered streets

22.—(1) Any street to be constructed under this Order must be completed to the reasonable satisfaction of the highway authority and must, unless otherwise agreed between the undertaker and the highway authority, be maintained by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the highway authority.

(2) Where a street is altered or diverted under this Order, the altered part of the street must, when completed to the reasonable satisfaction of the highway authority, unless otherwise agreed, be maintained by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the highway authority.

(3) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(4) For the purposes of a defence under paragraph (3), the court will in particular have regard to the following matters—

(a) the character of the street including the traffic which was reasonably to be expected to use it;

(b) the standard of maintenance appropriate for a street of that character and used by such traffic;

(c) the state of repair in which a reasonable person would have expected to find the street;

(d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and

(e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed;

but for the purposes of such a defence it is not relevant that the undertaker had arranged for a competent person to carry out or supervise the maintenance of that part of the street to which the action relates unless it is also proved that the undertaker had given that person proper instructions with regard to the maintenance of the street and that those instructions had been carried out.

Agreements with street authorities

23.—(1) A street authority may enter into agreements with the undertaker in respect to—

(a) the construction of any new street authorised by this Order;

(b) any stopping up, alteration or diversion of a street authorised by this Order;

(c) the maintenance of the structure of any viaduct, underpass, overpass or bridge carrying a street over or under any part of the authorised development;

(d) the carrying out in the street of any of the works referred to in articles ~~11~~ 13 (Power to alter layout, etc., of streets) or ~~12~~ 14 (Street works); and

(e) such works as the parties may agree.

(2) Such an agreement may, without prejudice to the generality of paragraph (1)—

(a) make provision for the street authority to carry out any function under this Order which relates to the street in question;

(b) specify a reasonable time for the completion of the works; and

(c) contain such terms as to payment and other matters as the parties consider appropriate, including such matters as may be included in agreements made pursuant to section 278 or section 38 of the 1980 Act.

(3) The undertaker will not commence Work ~~No.s 1A(l~~Nos. 1A(k), 1B, 1C, 9(b), 10(b), 11, 12, 13(b), 14, 15, 16 or 17~~-~~, or the rail-related works to the extent they involve works to a highway, prior to entering into an agreement pursuant to paragraph (1) which provides details of the specification of the works which will reasonably satisfy the highway authority for the purpose of article ~~20(1~~22(1)~~-~~ or article ~~20(2~~22(2), and related provisions in relation to the maintenance and adoption of such works pursuant to that article.

(4) In paragraph (3) "the rail-related works" means—

(a) in relation to Work Nos. 4A and 4B, the installation and removal of Abbey Road Level Crossing, the installation and removal of Buckleswood Road Level Crossing, and the installation and removal of any diversion routes of public rights of way;

(b) in relation to Work No. 4C, highway works at Knodishall Lane Level Crossing, Westhouse Level Crossing, Saxmundham Road (Buckleswood Lane) Level Crossing, Buckles Wood Level Crossing, Summerhill Level Crossing and Station Road Level Crossing

Traffic regulation measures

24.—(1) The undertaker may at any time, for the purposes of the authorised development make provision, in respect of those streets specified in columns (2) and (3) of Schedule 14 (Traffic regulation measures), as to the speed limit of those streets as specified in column (4) of that Schedule.

(2) Without limiting the scope of the specific powers conferred by paragraph (1) but subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the traffic authority in whose area the street is situated, which consent may be subject to reasonable conditions, the undertaker may, for the purposes of or in connection with the authorised development—

(a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act in so far as it is inconsistent with any prohibition, restriction or other provision made by the undertaker under this article;

(b) permit, prohibit or restrict the stopping, parking, waiting, loading or unloading of vehicles on any road;

(c) authorise the use as a parking place of any road;

(d) make provision as to the direction or priority of vehicular traffic on any road;

(e) permit or prohibit vehicular access to any road; and

(f) place traffic signs on or near a street (including on private land), subject to and in conformity with the directions issued by the Secretary of State pursuant to powers conferred by ~~section~~ sections 64, 65 and 85 of the 1984 Act, and in particular where such traffic signs are required for the safe design, management or operation of level crossings upgraded as part of Work Nos. 4B or 4C.

either at all times or at times, on days or during such periods as may be specified by the undertaker.

(3) Before complying with the provisions of paragraph (4) the undertaker must consult the chief officer of police and the traffic authority in whose area the street is situated.

(4) The undertaker must not exercise the powers in paragraphs (1) or (2) unless it has—

(a) given not less than 28 days' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the street is situated; and

(b) advertised its intention in such manner as the traffic authority may specify in writing within 7 days of its receipt of notice of the undertaker's intention as provided for in sub-paragraph (a).

(5) Any prohibition, restriction or other provision made by the undertaker under paragraphs (1) or (2) has effect as if duly made by—

(a) the traffic authority in whose area the street is ~~situated —~~situated as—

(i) an order under section 84 of the 1984 Act, in the case of paragraph (1); or

(ii) a traffic regulation order under the 1984 Act in the case of paragraph (2) (except paragraph (2)(c)); or

(b) Suffolk County Council as an order under section 32 of the 1984 Act (Power of local authorities to provide parking places) (**a**) in the case of paragraph (2)(c),

and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject and (in the case of paragraph (2)) the instrument by which it is effected is deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004 (Road traffic contraventions subject to civil enforcement)(**b**).

(6) Expressions used in this article and in the 1984 Act have the same meaning in this article as in that Act.

(7) If the traffic authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (2), that authority is deemed to have granted consent.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

25.—(1) Subject to paragraphs (2) and (3), the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction, operation or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs~~;~~, and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld or delayed.

(3) The undertaker must not make any opening into any public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld or delayed; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(4) Where the person to whom the watercourse, sewer or drain belongs receives an application for consent under paragraph (2) or approval under paragraph (3)(a) and fails to notify the undertaker of its decision within 28 days of receiving an application, that person will be deemed to have granted consent or given approval, as the case may be.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of any watercourse forming part of a main river, save where such damage or interference is required for the purpose of carrying out Works authorised under this Order.

(**a**) 1984 c.27 . Section 32 was amended by sections 1, 2 and 8(1) and paragraph 4(6)(d) of Schedule 5 to the Local Government Act 1985 (c. 51) and section 168(1) of, and paragraph 39 of Schedule 8 to, the 1991 Act.

(**b**) 2004 c.18. Schedule 7 was amended by S.I. 2013/362 and S.I. 2018/488. There are other amendments made to the Traffic Management Act 2004 which are not relevant to this Order.

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) will be determined as if it were a dispute under section 106 of the Water Industry Act 1991 (Right to communicate with public sewers) (**a**).

(8) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to the Environment Agency, an internal drainage board, a local authority or a sewerage undertaker; and

(b) except as provided in article 2 (Interpretation), other expressions used both in this article and in the Water Resources Act 1991(a) have the same meaning as in that Act.

(9) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2016(**b**).

Protective work to buildings

26.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

(a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised development; or

(b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development is first opened for use.

(3) For the purpose of determining how the functions under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage, and place on, leave on, and remove from the building any apparatus and equipment for use in connection with the survey.

(4) For the purpose of carrying out protective works under this article to a building the undertaker may (subject to paragraphs (5) and (6))—

(a) enter the building and any land within its curtilage; and

(b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to a building;

(b) a right under paragraph (3) to enter and survey any building and any land within its curtilage and place on, leave on or remove any apparatus or equipment;

(c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or

(d) a right under paragraph (4)(b) to enter land,

the undertaker will, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case

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(**a**) 1991 c.56. Section 106 was amended by section 35(8)(a) and 43(2) and paragraph 1 of Schedule 2 of the Compensation and Service (Utilities) Act 1992 (c.43) and sections 36(2) and 99 of the Water Act 2003 (c.37). Section 102(4) was amended by section 96(1)(c) of the Water Act 2003 (c.37) and paragraph 90 of Schedule 7 to the Water Act 2014 (c.21). Section 104 was amended by section 96(4) of and paragraph 1 of Part 3 of Schedule 9 to the Water Act 2003 (c.37) and section 42(3) of the Flood and Water Management Act 2010 (c.29). There are other amendments to this section which are not relevant to this Order.

(**b**) S.I. 2016/1154

falling within sub-paragraph (a) or (d), the notice must specify the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 82 (~~arbitration~~Arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

(a) protective works are carried out under this article to a building; and

(b) within the period of 5 years beginning with the day on which the part of the authorised development carried out in the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised development,

the undertaker will compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article will relieve the undertaker from any liability to pay compensation under section 10(2) of the 1965 Act (Further provision as to compensation for injurious affection).

(10) Any compensation payable under paragraphs (7) or (8) will be determined, in case of dispute, under Part 1 of the 1961 Act (Determination of questions of disputed compensation).

(11) Subject to paragraph (6), section 13(**a**) (~~refusal~~ Refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125(**b**) (~~application~~ Application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article "protective works" in relation to a building means—

(a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the carrying out, maintenance or use of the authorised development; and

(b) any works the purpose of which is to remedy any damage which has been caused to the building by the carrying out, maintenance or use of the authorised development.

Authority to survey and investigate the land

27.—(1) The undertaker may, for the purposes of this Order, enter on any land shown within the Order limits or which may be affected by the authorised development and—

(a) survey or investigate the land;

(b) without limiting sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;

(c) without limiting sub-paragraph (a), carry out ecological or archaeological investigations on such land; and

(d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(**a**) As amended by sections 62(3) and 139(4)-(9) of, paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 223 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**b**) As amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

(2) No land may be entered or equipment placed on, left on, or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

(a) must, if so required on entering the land, produce written evidence of their authority to do so; and

(b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes will be made under this article—

(a) in land located within the highway boundary without the consent of the highway authority; or

(b) in a private street without the consent of the street authority

but such consent must not be unreasonably withheld or delayed.

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) If either a highway authority or street authority which has received an application for consent under paragraph (4) fails to notify the undertaker of its decision within 28 days of receiving the application, that authority is deemed to have granted the consent.

(7) Section 13 (~~refusal~~ Refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (~~application~~ Application of compulsory acquisition provisions) of the 2008 Act.

PART 5

POWERS OF ACQUISITION AND POSSESSION OF LAND

Compulsory acquisition of land

28.—(1) The undertaker may—

(a) acquire compulsorily so much of the land within the permanent limits as is required for the construction, operation or maintenance of the authorised development or to facilitate it, or as is incidental to it; and

(b) use any land so acquired for the purposes authorised by this Order or for any other purposes in connection with or ancillary to the undertaking.

(2) This article is subject to article ~~29~~ 31 (~~time~~ Time limit for exercise of authority to acquire land compulsorily), article ~~30~~ 32 (~~compulsory~~ Compulsory acquisition of rights and imposition of restrictive covenants), article ~~33~~ 35 (~~acquisition~~ Acquisition of subsoil and airspace only), article ~~36~~ 38 (~~rights~~ Rights under or over streets), article ~~37~~ 39 (~~temporary~~ Temporary use of land for carrying out ~~the~~ authorised development), article 85 (Crown rights) and Schedule ~~18~~ 19 (Protective ~~Provisions~~provisions).

Compulsory acquisition of land – incorporation of the mineral code

29. Parts 2 and 3 of Schedule 2 to the Acquisition of Land Act 1981 (~~minerals~~Minerals) are incorporated in this Order subject to the modifications that—

(a) paragraph 8(3) is not incorporated; and

(b) for "the acquiring authority" substitute "the undertaker"; and

(c) for "undertaking" substitute "authorised development".

Statutory authority to override easements and other rights

30.—(1) The carrying out or use of development authorised by this Order and the doing of anything else authorised by this Order is authorised for the purpose specified in section 158(2) of the 2008 Act (nuisance: statutory authority), notwithstanding that it involves—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to user of land arising by virtue of contract.

(2) The undertaker will pay compensation to any person whose land is injuriously affected by—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to user of land arising by virtue of contract,

authorised by virtue of this Order and the operation of section 158 of the 2008 Act.

(3) The interests and rights to which this article applies are any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support.

(4) Subsection (2) of section 10 of the 1965 Act applies to paragraph (2) by virtue of section 152(5) of the 2008 Act (~~compensation~~ Compensation in case where no right to claim in nuisance).

(5) Any rule or principle applied to the construction of section 10 of the 1965 Act applies to the construction of paragraph (2) (with any necessary modifications).

Time limit for exercise of authority to acquire land compulsorily

31. After the end of the period of five years beginning on the day on which this Order is made—

(a) no notice to treat may be served under Part 1 of the 1965 Act; and

(b) no declaration may be executed under section 4 of the 1981 Act as applied by article ~~32~~ 34 (Application of the 1981 Act)(**a**),

in relation to any part of the Order land.

Compulsory acquisition of rights and imposition of restrictive covenants

32.—(1) Subject to paragraph (2) the undertaker may acquire compulsorily such rights over the land within the permanent limits or impose restrictive covenants affecting this land as may be required for any purpose for which that land may be acquired under article ~~26~~ 28 (Compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) In the case of the Order land specified in column (2) of Schedule 15 (Land in respect of which only rights etc may be acquired), the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of such restrictive covenants as may be required for the purpose specified in relation to that land in column (3) of that Schedule.

(3) Subject to section 8 of the 1965 Act (Provisions as to divided land), as substituted by article ~~34~~ 36 (Acquisition of part of certain properties), where the undertaker acquires an existing right over land under paragraph (1), the undertaker will not be required to acquire a greater interest in that land.

(4) Schedule 16 (Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their

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(**a**) 1981 c.66. Sections 2(3), 6(2) and 11(6) were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11). Sections 10 and 11 and Schedule 1 were amended by S.I. 2009/137. Section 15 was amended by sections 56 and 321(1) of, and Schedules 8 and 16 to, the Housing and Regeneration Act 2008 (c. 17). Paragraph 1 of Schedule 2 was amended by section 76 of, and Part 2 of Schedule 9 to, the Housing Act 1988 (c. 50); section 161(4) of, and Schedule 19 to, the Leasehold Reform, Housing and Urban Development Act 1993 (c. 28); and sections 56 and 321(1) of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 3 of Schedule 2 was amended by section 76 of, and Schedule 9 to, the Housing Act 1988 and section 56 of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 2 of Schedule 3 was repealed by section 277 of, and Schedule 9 to, the Inheritance Tax Act 1984 (c. 51). There are other amendments to the 1981 Act which are not relevant to this Order.

application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(5) In any case where the acquisition of rights or imposition of a restrictive covenant under paragraph (1) is required for the purposes of diverting, replacing or protecting the apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights or impose restrictive covenants to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (45) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Private rights of way

33.—(1) Subject to the provisions of this article, and article ~~14~~ 16 (Permanent stopping up of streets, change of status, and extinguishment of private means of access) insofar as it relates to private means of access, all private rights of way over land subject to compulsory acquisition under this Order will be extinguished—

(a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or

(b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (~~power~~ Power of entry),

whichever is the earlier.

(2) Subject to the provisions of this article, and article ~~14~~ 16 insofar as it relates to private means of access, all private rights of way over land owned by the undertaker which, being within the Order limits, is required for the purposes of this Order are extinguished on the appropriation of the land by the undertaker for any of those purposes.

(3) Subject to the provisions of this article, all private rights of way over land of which the undertaker takes temporary possession under this Order will be suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right of way under this article will be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right of way to which section 138 of the 2008 Act (Extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or where article ~~40~~ 42 (~~statutory~~ Statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land,

(ii) the undertaker's appropriation of it,

(iii) the undertaker's entry onto it, or

(iv) the undertaker's taking temporary possession of it,

that any or all of those paragraphs do not apply to any right of way specified in the notice; and

(b) any agreement made at any time between the undertaker and the person in or to whom the right of way in question is vested or belongs.

(7) Where an agreement referred to in paragraph (6)(b)—

(a) is made with a person in or to whom the right of way is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(8) This article does not apply to any loss suffered under article ~~14 (Permanent stopping up of streets and extinguishment of private means of access)~~16.

Application of the 1981 Act

34.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied, has effect with the following modifications.

(3) In section 1 (Application of act) for subsection (2) there is substituted—

"(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order."

(4) In section 5 (~~earliest~~ Earliest date for execution of declaration), in subsection (2), omit the words from ", and this subsection" to the end.

(5) Omit section 5A(**a**) (Time limit for general vesting declaration).

(6) In section 5B(**b**) (Extension of time limit during challenge)—

(a) For "section 23 of the Acquisition of Land Act 1981 (Application to High Court in respect of compulsory purchase order)" substitute "section 118 of the Planning Act (Legal challenges relating to applications for orders granting development consent)"; and

(b) For "the three year period mentioned in section 4" substitute "the five year period mentioned in article ~~29~~ 31 (Time limit for exercise of authority to acquire land compulsorily) of the Sizewell C (Nuclear Generating Station) Order 2022".

(7) In section 6(**c**) (Notices after execution of declaration) for subsection (1)(b) there is substituted—

"(1) (a) on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134 of the Planning Act 2008."

(8) In section 7(**d**) (Constructive notice to treat), in subsection (1)(a), omit "(as modified by section 4 of the Acquisition of Land Act 1981)".

(9) In Schedule A1(**e**) (Counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).

(10) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 of the 2008 Act (Application of compulsory acquisition provisions) to the compulsory acquisition of land under this Order.

Acquisition of subsoil and airspace only

35.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of and the airspace over the land referred to in paragraph (1) of article ~~26~~ 28 (Compulsory acquisition of land) or article ~~30~~ 32 (Compulsory acquisition of rights and imposition of restrictive covenants) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of, or the airspace over, any land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(**a**) 1981 c.66. Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016 (c. 22).
(**b**) 1981 c.66. Section 5B was as inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22)
(**c**) 1981 c.66. Section 6 was amended by paragraph 52(2) of Schedule 2 to the Planning (Consequential Provisions) Act 1990 (c. 11) and paragraph 7 of Schedule 15 to the Housing and Planning Act 2016 (c. 22).
(**d**) 1981 c.66. Section 7 was amended by paragraph 3 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).
(**e**) As inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;

(b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

(c) Section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the Town and Country Planning Act 1990.

(4) Paragraphs (2) and (3) are to be disregarded where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory or airspace above a house, building or manufactory.

Acquisition of part of certain properties

36.—(1) This article applies instead of section 8(1) of the 1965 Act (~~other~~ Other provisions as to divided land) (as applied by section 125 of the 2008 Act) where—

(a) a notice to treat is served on a person ("the owner") under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of land consisting of a house with a park or garden ("the land subject to the notice to treat"); and

(b) a copy of this article is served on the owner with the notice to treat.

(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat which states that the owner is willing and able to sell the whole ("the land subject to the counter-notice").

(3) If no such counter-notice is served within that period, the owner is required to sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner is required to sell only the land subject to the notice to treat shall, unless the undertaker agrees to take the land subject to the counter-notice, be referred to the Lands Chamber of the Upper Tribunal ("the tribunal").

(5) If on such a reference the tribunal determines that the land subject to the notice to treat can be taken—

(a) without material detriment to the remainder of the land subject to the counter-notice; or

(b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner must sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determines that only part of the land subject to the notice to treat can be taken—

(a) without material detriment to the remainder of the land subject to the counter-notice; or

(b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat is deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determines that—

(a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but

(b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.

(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determines that—

(a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and

(b) the material detriment is not confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.

(9) Where, by reason of a determination by the tribunal under this article, a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that event, must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell only part of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.

Modification of the 1965 Act

37.—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (Application of compulsory acquisition provisions) of the 2008 Act, is modified as follows—

(2) In section 4 (~~time~~ Time limit for giving notice to treat) for "after the end of the period of 3 years beginning the day on which the compulsory purchase order becomes operative" substitute "after the end of the period stated in article ~~29~~ 31 (Time limit for exercise of authority to acquire compulsorily) of the Sizewell C (Nuclear Generating Station) Order 2022".

(3) In section 4A(1)(**a**) (Extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (Application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4" substitute "section 118 of the Planning Act 2008 (Legal challenges relating to applications for orders granting development consent), the five year period mentioned in article ~~29~~ 31 (Time limit for exercise of ~~powers~~ authority to acquire land compulsorily) of the Sizewell C (Nuclear Generating Station) Order 2022"

(4) In section 11A(**b**) (Powers of entry: further notice of entry)—

(a) in subsection (1)(a), after "land" insert" "under that provision";

(b) in subsection (2), after "land" insert" "under that provision".

(5) In section 22(2) (Expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for "section 4 of this Act" substitute "article ~~29~~ 31 (Time limit for exercise of powers to acquire land compulsorily) of the Sizewell C (Nuclear Generating Station) Order 2022".

(6) In Schedule 2A (~~counter-notice~~ Counter-notice requiring purchase of land not in notice to treat) after paragraph 29, end insert—

(**a**) 1965 c. 56. Section 4A(1) was inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22).
(**b**) 1965 c. 56. Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under articles ~~24~~ 26 (Protective works to buildings), ~~25~~ 27 (Authority to survey and investigate land), ~~37~~ 39 (Temporary use of land for carrying out ~~the~~ authorised development), ~~39~~ 41 (Temporary use of land for maintaining ~~the~~ authorised development), or ~~45~~ 48 (Use of airspace within the Order limits) of the Sizewell C (Nuclear Generating Station) Order 2022."

Rights under or over streets

38.—(1) The undertaker may enter on and appropriate and use so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (Sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for carrying out authorised development

39.—(1) The undertaker may, in connection with the carrying out of the authorised development—

(a) enter on and take temporary possession of—

(i) the land specified in column (2) of Schedule 17 (Land of which only temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and

(ii) any land within the permanent limits in respect of which no notice of entry has been served under section 11 of the 1965 Act (Powers of entry) and no declaration has been made under section 4(**a**) of the 1981 Act (Execution of declaration);

(b) remove any electric line, electrical plant, structures, apparatus, buildings and vegetation from that land;

(c) construct temporary or permanent works comprised within the authorised development (including the provision of means of access and buildings or structures on that land);

(d) construct any works specified in relation to that land in column (~~2~~3) of Schedule 17, or any other mitigation works; and

(**a**) 1981 c.66. Section 4 was amended by section 184 and 185 of, and paragraphs 1 and 2 of Schedule 18 to, the Housing and Planning Act 2016 (c. 22)

(e) temporarily possess any land (including land specified in Schedule 17) for the temporary diversion of vehicular traffic or the temporary diversion of public and private rights of way or private means of access where required in the exercise of powers under article ~~14~~ 16 (Permanent stopping up of streets~~–~~, change of status, and extinguishment of private means of access) or article ~~17~~–19 (Temporary ~~stopping up~~ closure of streets and extinguishment of private means of access), or where otherwise required to avoid prejudice to the use of land within the Order limits by land owners during construction of the authorised development.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker may not, without the agreement of the owners of the land, remain in possession under this article—

(a) in the case of land specified in paragraph (1)(a)(i) above, after the end of the period of 1 year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (~~2~~3) of Schedule 17 unless and to the extent that it is authorised to do so by the acquisition of rights over land or the creation of new rights over land pursuant to article ~~30~~–32 (Compulsory acquisition of rights~~);~~ and imposition of restrictive covenants); or

(b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of 1 year beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must either acquire the land under paragraph (1)(a) or, unless otherwise agreed with the owners of the land, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land, except that the undertaker is not required to—

(a) replace a building removed under this article;

(b) restore the land on which any permanent works have been constructed under paragraph (1)(d);

(c) restore the land to a condition better than the relevant land was in before temporary possession;

(d) remove any ground strengthening works which have been placed on the land to facilitate construction, maintenance and operation of the authorised development;

(e) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development; or

(f) remove or reposition any apparatus belonging to statutory undertakers or necessary mitigation works.

(5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article and, for the avoidance of doubt, this will include compensation in respect of any loss or damage further to any ground strengthening works within paragraph (4)(d) carried out by the undertaker in or on that land.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, will be determined under Part 1 of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act(**a**) (Compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(**a**) 2008 c.29. Section 152 was amended by S.I. 2009/1307.

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

(a) acquiring existing and new rights or imposing any restrictive covenants over any part of that land under article ~~30 (Compulsory acquisition of rights)~~32;

(b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article ~~31~~ 35 (Acquisition of subsoil and airspace only); or

(c) carrying out a survey of that land under article ~~25~~ 27 (Authority to survey and investigate the land).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (Refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (Application of compulsory acquisition provisions).

(11) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in paragraph (1).

(12) Nothing in this article affects any requirement for the consent of the Secretary of State to be provided for the change of use of a playing field under section 77 of the School Standards and Framework Act 1998.

Time limit for exercise of authority to temporarily use land for carrying out the authorised development

40.—(1) Subject to paragraph (2), the authority to enter onto land pursuant to article ~~37~~ 39 (Temporary use of land for carrying out ~~the~~ authorised development) ceases to apply to any land after the period of five years beginning on the day on which the Order is made.

(2) Paragraph (1) will not prevent the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Temporary use of land for maintaining authorised development

41.—(1) Subject to paragraph (2), at any time during the operational period relating to any part of the authorised development, the undertaker may—

(a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised development;

(b) construct such temporary works (including the provision of means of access) and structures and buildings on the land as may be reasonably necessary for that purpose; and

(c) enter onto any land within the Order limits for the purpose of gaining access as is reasonably required for the purpose of maintain the authorised development.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 3 months before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker is not required to serve notice under paragraph (3) where the undertaker has identified a potential risk to the safety of—

(a) the authorised development or any of its parts;

(b) the public; and/or

(c) the surrounding environment,

and in such circumstances, the undertaker may enter the land under paragraph (1) subject to giving such period of notice as is reasonably practicable in the circumstances.

(5) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(6) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(7) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, will be determined under Part 1 of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 10(2) of the 1965 Act (Further provisions as to compensation for injurious affection) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (~~6~~7).

(10) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(11) Section 13 of the 1965 Act (Refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (Application of compulsory acquisition provisions).

Statutory undertakers

42.—(1) Subject to the provisions of Schedule ~~18~~ 19 (Protective provisions), the undertaker may—

(a) acquire compulsorily the land belonging to statutory undertakers within the Order limits and described in the Book of Reference;

(b) acquire existing rights, create and acquire new rights and impose restrictive covenants over the land belonging to statutory undertakers within the Order limits and described in the Book of Reference;

(c) extinguish or suspend the rights of, remove, alter, renew, relocate or reposition the apparatus belonging to statutory undertakers over or within the Order limits; and

(d) construct the authorised development in such a way as to interfere with any highway or cross underneath or over apparatus belonging to statutory undertakers and other like bodies within the Order limits.

(2) Subject to the provisions of Schedule ~~18~~ 19 (Protective provisions), the undertaker may for the purposes of article ~~12~~ 14 (Street works) remove or reposition apparatus belonging to statutory undertakers which is laid beneath any of the streets specified in Schedule 9 (Streets subject to street works).

Apparatus and rights of statutory undertakers in stopped-up streets

43.—(1) Where a street is stopped up under article ~~14~~ 16 (Permanent stopping up of streets ~~and public rights of way~~ , change of status, and extinguishment of ~~rights),~~ private means of access), any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article ~~14 (Permanent stopping up of streets and extinguishment of rights)~~16, any statutory undertaker whose apparatus is under, in, on, over, along

or across the street or public right of way may, and if reasonably requested to do so by the undertaker must—

(a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory undertaker may reasonably determine and have power to place it; or

(b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory undertaker an amount equal to the cost reasonably incurred by the utility in or in connection with—

(a) the execution of the relocation works required in consequence of the stopping up of the street or public right of way; and

(b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

(a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of the relocation works exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which, apart from this paragraph, would be payable to the statutory undertaker by virtue of paragraph (3) will be reduced by the amount of that excess.

(5) For the purposes of paragraph (4)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(6) An amount which, apart from this paragraph, would be payable to a statutory undertaker in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

(a) the allowable costs of the relocation works are to be determined in accordance with section 85 of that Act (Sharing of cost of necessary measures) and any regulations for the time being having effect under that section; and

(b) the allowable costs must be borne by the undertaker and the statutory undertaker in such proportions as may be prescribed by any such regulations.

(8) In this article—

"relocation works" means work executed, or apparatus provided, under paragraph (2); and

"statutory undertaker" means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1) of the Communications Act 2003(**a**) (Interpretation).

Acquisition of wayleaves, easements and other rights

44.~~**41A.**~~ Schedule ~~17A~~ 18 (Acquisition of wayleaves, easements and other rights) shall have effect.

Recovery of costs of new connections

45.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article ~~40~~ 42 (Statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article ~~40~~42, any person who is—

(a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewage disposal plant.

(3) This article does not have effect in relation to apparatus to which article ~~38~~ 43 (~~apparatus~~ Apparatus and rights of statutory undertakers in stopped-up streets) or Part 3 of the 1991 Act applies.

(4) In this article—

"public communications provider" has the meaning given in section 151(1) of the Communications Act 2003; and

"public utility undertaker" has the meaning given in section 329 of the 1980 Act.

No double recovery

46. Compensation will not be payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law.

Protective provisions

47. Schedule ~~18~~ 19 (Protective provisions) to this Order has effect.

Use of airspace within the Order limits

48.—(1) The undertaker may enter into and use so much of the air-space over any land within the Order limits as may be required for the construction, operation and maintenance of the authorised development and may use the air-space for those purposes or any other purposes ancillary to the authorised development.

(2) The undertaker may exercise any power conferred by paragraph (1) in relation to land without being required to acquire any part of the land or any easement or right in the land.

(3) Subject to paragraph (4), any person who is an owner or occupier of land used under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and

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(**a**) 2003 c. 21. There are amendments to this Act which are not relevant to this Order.

who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(4) Compensation is not payable under paragraph (3) to any person who is an undertaker to whom section 85 of the 1991 Act (Sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

PART 6

HARBOUR POWERS

Incorporation of the Harbours, Docks and Piers Clauses Act 1847

49.—(1) With the exception of sections 4 to 27, 29 to 34, 36, 40 to 50, 52, 53, 59, 60, 66 to 68, 70 to 72, 77, 79 to 82, 85 to 89, 91 to 102 and 104, the 1847 Act is incorporated in this Order subject to the modifications stated in paragraphs (2) and (10).

(2) Section 28 of the 1847 Act (~~Exemption~~ exemption of vessels in her Majesty's service, &c. from rates) has effect as if the words "to charge with rates or duties, or" and the words "without any charge or rate being made for using the same" were removed.

(3) Section 35 of the 1847 Act (Masters to report arrival of vessel. Penalty for neglect) has effect as if the words "liable to rates" were removed.

(4) Section 37 of the 1847 Act (Masters of vessels to give accounts of goods intended to be unshipped within the limits, &c) has effect as if for the words "collector of rates" were substituted the words "harbour master".

(5) Section 39 of the 1847 Act (Shippers to give an account of goods intended to be shipped) has effect as if for the words "collector of rates" were substituted the words "harbour master".

(6) Section 62 of the 1847 Act (Penalty for wilfully cutting moorings) has effect as if for the words "level 1" were substituted the words "level 3".

(7) Section 63 of the 1847 Act (Penalty on vessels lying near the entrance of harbour or dock without permission) has effect as if the section was amended to read: "As soon as the Order comes into force, no vessel, except with the permission of the harbour master, shall lie or be moored within the harbour limits; and if the master of any vessel either places it or suffers it to remain within the harbour limits; without such permission, and does not, on being required to do so by the harbour master, forthwith proceed to remove such vessel, he must be liable on summary conviction to a fine not exceeding level 3 on the standard scale."

(8) Section 69 of the 1847 Act (Combustible matter on quays, &c., to be removed) has effect as if for the words from "shall forfeit" to the end of the section there were substituted the words "must be liable on summary conviction to a fine not exceeding level 3 on the standard scale."

(9) In construing the 1847 Act as so incorporated—

(a) the expression "the special Act" means this Order;

(b) the expressions "the Promoters of the undertaking" and "the undertakers" mean the undertaker;

(c) the expression "the harbour, dock or pier" means the harbour;

(d) the expressions "limits" and "prescribed limits" mean the harbour limits;

(e) the expression "near the pier" does not extend beyond the harbour limits;

(f) the expression "the harbour master", in relation to the harbour, has the meaning given by article 2 (Interpretation); and

(g) the definition of "vessel" in article 2(1) of this Order is substituted for the definition in section 3 of the 1847 Act (Interpretation).

(10) Section 84 of the 1847 Act (Byelaws may be enforced by imposition of penalties) has effect as if the words "being limited to a summary conviction, and" were inserted between the words "shall think fit" and "not exceeding".

Further powers as to works and extinguishment of rights

50.—(1) The undertaker may, in connection with the construction of the marine works—

(a) enclose or reclaim from the foreshore and bed of the sea; and

(b) hold and use as part of the marine works,

so much of the foreshore and bed of the sea as is situated within the limits of Work Nos. 2B, 2D, 2F, 2H, 2J and 2K as shown on the Works Plans and is required for, or in connection with, the construction of the marine works.

(2) As soon as the undertaker exercises the powers under paragraph (1), any right of navigation or other public rights over the part of the sea and the foreshore in respect of which it exercises those powers will be extinguished.

Harbour authority

51.—(1) The undertaker is the harbour authority in respect of the harbour.

(2) Without prejudice to any provision of the 1847 Act as incorporated in this Order by article ~~46~~ 49 (Incorporation of the Harbours, Docks and Piers Clauses Act 1847~~ Act~~), the area within which the harbour authority may exercise its functions under this Order must be the harbour.

Agreements entered into by the undertaker

52. Any agreement or undertaking entered into by the undertaker before the coming into force of this Order in connection with the proposed exercise of its function as harbour authority must be binding upon the harbour authority notwithstanding that it was entered into by the undertaker before it was established as a harbour authority by article ~~48~~ 51 (Harbour authority).

Application of Pilotage Act 1987

53. The undertaker is a competent harbour authority in respect of the harbour for the purposes of the Pilotage Act 1987(**a**).

Limits of harbour

54.—(1) The limits of the harbour within which the undertaker is permitted to exercise jurisdiction as the harbour authority and within which the powers of the harbour master are exercisable are the seaward and the landward areas described in Schedule ~~19~~ 20 (Limits of harbour), as shown edged by a green broken line on the Works Plans.

(2) In the event that there is any discrepancy between the description of the seaward area in Schedule ~~19~~ 20 and the area shown on the Works Plans, the description in Schedule ~~19~~ 20 will prevail.

~~**Application of Marine and Coastal Access Act 2009**~~

~~**55.** Not used.~~

Obstruction of work

~~**56.**~~**55.** Any person who—

(a) intentionally obstructs any person acting under the authority of the undertaker in setting out the lines of the harbour limits, or in constructing, Work No. ~~(A(m~~1A(l) permanent beach landing facility) or Work No. ~~1A(bb~~1A(aa) (temporary marine bulk import facility); or

(b) without reasonable excuse interferes with, moves or removes any pole, stake, station point or bench mark or equipment used in the construction, maintenance or use of the

(**a**) 1987 c.21.

harbour, including Work No. ~~1A(m~~1A(l) (permanent beach landing facility) or Work No. ~~1A(bb~~1A(aa) (temporary marine bulk import facility),

is guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Obstruction of officers

~~57.~~56.—(1) Any person who—

(a) intentionally obstructs an officer of the harbour authority or other person acting in pursuance of this Order or of any enactment relating to the harbour limits;

(b) without reasonable excuse fails to comply with a requirement properly made by such an officer; or

(c) without reasonable excuse fails to give such an officer any information or produce any document which the officer may require for the purpose of performance of their functions,

is guilty of an offence and liable on summary conviction of a fine not exceeding level 3 on the standard scale.

(2) Any person who, in giving such information as is mentioned in paragraph (1)(c), makes a statement which that person knows to be false, is guilty of an offence and liable on summary conviction to a fine not exceeding level 4 on the standard scale.

(3) Nothing in paragraph (1) applies to the harbour master or to any person acting under the authority of the harbour master.

~~**Power to dredge**~~

~~**58.** Not used.~~

Abatement of works abandoned or decayed

~~59.~~57.—(1) Where a marine work is abandoned, or suffered to fall into decay, the Secretary of State may by notice in writing require the undertaker at its own expense either to repair and restore that work or any part, or to remove that work and restore the site to its former condition, to such an extent and within such limits as the Secretary of State thinks proper.

(2) Where a work consisting partly of a marine work and partly of works on or over land above the level of high water is abandoned or suffered to fall into decay and that part of the work on or over land above the level of high water is in such condition as to interfere or to cause reasonable apprehension that it may interfere with the right of navigation or other public rights over the foreshore, the Secretary of State may include that part of the work, or any portion of it, in any notice under this article.

(3) If the undertaker fails to comply in any respect with a notice served under this article within the period of 30 days beginning with the date of service of the notice, the Secretary of State may take whatever steps the Secretary of State considers appropriate to achieve the result required by the notice; and any expenditure incurred by the Secretary of State in so doing will be recoverable from the undertaker.

Survey of marine works

~~60.~~58. If the Secretary of State considers it expedient to do so, the Secretary of State may order a survey and examination of a marine work or of the site on which it is proposed to construct the work, and any expenditure incurred by the Secretary of State in any such survey and examination will be recoverable from the undertaker.

~~**Lights on marine works etc. during construction**~~

~~**61.** Not used.~~

~~**Provision against danger to navigation**~~

~~**62.** Not used.~~

~~**Permanent lights on marine works**~~

~~**63.** Not used.~~

~~**Safety of navigation**~~

~~**64.** Not used.~~

Rights to lease etc.

~~**65.**~~59.—(1) The undertaker may at any time lease or grant for the purposes of the harbour undertaking the use or occupation of, or any right or interest in, over or relating to, any lands, works, buildings, equipment or other property forming part of the harbour undertaking for such period or periods and on such terms and conditions as may be agreed between the undertaker and the person taking the same.

(2) A lease or grant made or given under paragraph (1) may include provisions delegating to the lessee or grantee any of the functions of the undertaker other than those specified in sub-paragraphs (a) to (f) of paragraph 9B of Schedule 2 to the Harbours Act 1964 (~~Object~~ Objects for whose achievement harbour revision orders may be made)(**a**).

(3) A person—

(a) exercising powers conferred by this Order; or

(b) carrying out any development under planning permission granted by article 3 (Permitted development) of, and Class B of Part 8 of Schedule 2 (Dock, pier, harbour, water transport, canal or inland navigation undertakings) to, the 2015 Order,

in pursuance of a lease or grant under paragraph (1) ("the lessee or grantee") is subject to the same restrictions, liabilities and obligations as would apply under this Order or by virtue of any agreement or undertaking by the undertaker if those powers were exercised, or the development carried out, by the undertaker.

(4) The provisions of this Order or of any such agreement or undertaking, as respects any such exercise of powers or carrying out of development by the lessee or grantee, have effect (where the context so permits) as if any reference in those provisions to the undertaker included a reference to the lessee or the grantee, as the case may be.

Byelaws

~~**66.**~~60.—(1) ~~.~~The undertaker may, from time to time, make and enforce byelaws regulating the use and operation of the authorised development or the harbour, the maintenance of order on and about the authorised development or the harbour and the conduct of all persons including employees of the undertaker while on and about the authorised development or the harbour.

(2) Without prejudice to the generality of paragraph (1), byelaws made under this article may provide for—

(a) regulating the use, operation and superintendence of the harbour and the berths, quays, piers, warehouses, sheds, landing places, equipment, works and conveniences (including moorings) in the harbour;

(**a**) 1964 c.40.

(b) regulating the admission to, the movement within, and the departure from, the harbour of vessels, or the removal of vessels;

(c) regulating the shipping and unshipping, landing, warehousing, stowing, depositing and removing of goods within the harbour;

(d) regulating the berthing and mooring of vessels within the harbour;

(e) preventing damage or injury to any goods, vehicles, plant, machinery, property or person within the harbour;

(f) regulating the conduct of all persons within the harbour not being members of a police force or officers or servants of the Crown whilst in the execution of their duties;

(g) regulating the placing and maintenance of moorings within the harbour;

(h) preventing and removing obstructions or impediments within the harbour;

(i) regulating in the harbour the use of yachts, sailing boats, sailboards, rowing boats, rowing punts, pleasure craft and other small craft;

(j) regulating or prohibiting the activities in the harbour of divers, surfers, water skiers and other persons engaged in similar recreational pursuits but not so as to prohibit the use for navigation of the vessels referred to in sub-paragraph (i);

(k) regulating the launching of vessels within the harbour;

(l) prohibiting persons in or entering the harbour, or any part of the harbour, from smoking in open spaces in the harbour;

(m) regulating the movement and parking of vehicles within the harbour;

(n) regulating the exercise of the powers vested in the harbour master;

(o) safety precautions to be observed by persons within the harbour, whether or not on board vessels;

(p) the protection and conservation of flora and fauna and other natural features;

(q) making the carrying out of specified harbour operations, or the conduct of persons in the harbour, subject to the approval (with or without conditions), control or direction of the harbour master, and for authorising the harbour master to take such action as may be reasonably required in default of compliance with any such condition, control or direction; regulating the admission and access to the marine works forming part of the authorised development;

(r) preventing and removing obstructions or impediments within the authorised development;

(s) preventing damage or injury to any goods, vehicles, plant, machinery, property or persons within the authorised development; and

(t) preventing nuisances on the authorised development or works.

(3) Byelaws made under this article may—

(a) provide for imposing upon persons found guilty on summary conviction of offending against them, or against any condition, requirement or direction imposed, made or given under them, fines not exceeding level 3 on the standard scale;

(b) only relate to the area of the harbour limits as described in Schedule ~~19~~ 20 to this Order and land controlled or used by the harbour authority; and

(c) make different provision for different parts of the harbour or in relation to different classes of vessels or vehicles.

Confirmation of byelaws

~~67.~~61.—(1) Byelaws made by the undertaker under this Order will not come into operation until they have been confirmed by the Secretary of State.

(2) At least 28 days before an application for confirmation of byelaws is made by the undertaker to the Secretary of State, notice of the intention to apply for confirmation and of the place at which

and times during which a copy of the byelaws will be open to inspection must be published as follows—

~~(a) once in the London Gazette;~~

~~(b)~~(a) once in each of two successive weeks in ~~a~~ two local ~~newspaper~~ newspapers circulating in the district of East Suffolk Council; and

~~(c)~~(b) on a website managed by the undertaker ~~or the harbour authority~~.

(3) Not later than the first date on which the notice under paragraph (2) is published, the undertaker must send a copy of the notice to the Chief Executive Officer of East Suffolk Council and to the Secretary of State.

(4) During a period of at least 28 days before application is made for confirmation of the byelaws, a copy of the byelaws must be kept by the undertaker at the office of the harbour master and must at reasonable hours be open to public inspection without payment, and must be available on a website managed by the undertaker.

(5) The undertaker must supply a copy of the byelaws or of part of the byelaws to a person who applies for it on payment of a reasonable charge.

(6) During the period of 28 days after completion of the publication of any notice required by paragraph (2), any person may make in writing to the Secretary of State any objection to or representation respecting the byelaws to which the notice relates.

(7) Subject to paragraph (8), the Secretary of State may confirm the byelaws in the form submitted to the Secretary of State with such modifications as the Secretary of State thinks fit or may refuse to confirm them.

(8) Where the Secretary of State proposes to make a modification that appears to the Secretary of State to be substantial the Secretary of State must inform the undertaker and require it to take any steps the Secretary of State considers necessary for informing persons likely to be concerned with the modification, and the Secretary of State may not confirm the byelaws until such period has elapsed as the Secretary of State thinks reasonable for consideration of, and comment upon, the proposed modification by the undertaker and by other persons who have been informed of it.

(9) A copy of the byelaws when confirmed must be printed and deposited by the undertaker at the office of the harbour master and must at all reasonable hours be open to public inspection without payment, must be available on a website managed by the undertaker and a copy of the byelaws must on application be furnished to any person on payment of such reasonable sum as the undertaker may determine.

Power to make general directions to vessels

~~68.~~62.—(1) Subject to paragraph (3), the undertaker may give directions, or revoke or amend directions that it has previously given, for the purpose of—

(a) designating areas which vessels are to use, or refrain from using, for movement or mooring;

(b) requiring the master of a vessel to give to the harbour master information relating to the vessel reasonably required by the harbour master to identify the vessel, its cargo and its likely time of arrival at and departure from the harbour; and

(c) the protection of property, flora and fauna.

(2) A direction under paragraph (1) may apply—

(a) to all vessels or to a class of vessels designated in the direction;

(b) to the whole of the harbour and the approaches and channels leading to the harbour, or to a part designated in the direction; and

(c) at all times or at certain times or at certain states of the tide designated in the direction,

and every direction given under this article must specify the extent of its application in relation to the matters referred to in sub-paragraphs (a), (b) and (c).

(3) Before giving a direction, or revoking or amending a direction previously given, under paragraph (1), the undertaker must consult the Royal Yachting Association and the Chamber of Shipping and have regard to any written representations received from them.

Publication of general directions

~~69.~~63.—(1) Notice of the giving of a general direction or of any amendment or revocation of a general direction must, except in case of emergency, be published by the undertaker as soon as practicable:

~~(a) once in Lloyd's List newspaper or some other newspaper specialising in shipping news,~~

~~(b)~~(a) once in each of two successive weeks in ~~a~~ two local ~~newspaper~~ newspapers circulating in the district of East Suffolk Council; and

~~(c)~~(b) on a website managed by the undertaker

and, if the notice relates to the giving or amendment of a direction, the notice must state a place at which copies of the direction or the amended direction (as the case may be) may be inspected and bought, and the price of the direction or amended direction (as the case may be).

(2) In an emergency, notice of the giving of a general direction or of any amendment or revocation of a general direction may be given in any manner the undertaker considers appropriate.

Power to make special directions to vessels

~~70.~~64.—(1) The harbour master may give a special direction under this article—

(a) requiring any vessel anywhere within the harbour to comply with a requirement made in or under a general direction;

(b) regulating the time at which and the manner in which any vessel must enter into, go out of, or lie in or at the harbour;

(c) for securing that vessels move only at certain times or during certain periods;

(d) prohibiting the mooring of vessels in any particular part or parts of the harbour;

(e) regulating or requiring the movement, mooring or unmooring of a vessel; and

(f) regulating the manner in which within the harbour a vessel takes in or discharges (from ship to shore or shore to ship) personnel, cargo, fuel, water, ship's stores or ballast in the harbour.

(2) A special direction may be given in any manner considered by the harbour master to be appropriate.

(3) The harbour master may revoke or amend a special direction.

Master's responsibility in relation to directions

~~71.~~65. The giving of a general direction under article ~~65~~ 62 (General direction to vessels) or a special direction under article ~~67~~ 64 (Special directions to vessels) does not diminish or in any other way affect the responsibility of the master of the vessel to which the direction is given in relation to that vessel, persons on board, its cargo or any other person or property.

Failure to comply with directions

~~72.~~66.—(1) Any person who fails without reasonable excuse to comply with a general direction issued under article ~~65~~ 62 (~~General direction~~ Power to make general directions to vessels) or a special direction under article ~~67~~ 64 (~~Special~~ Power to make special directions to vessels) is guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.

(2) In any proceedings for an offence under paragraph (1) it shall be a defence for the person charged to prove that they took all reasonable precautions and exercised all due diligence to avoid the commission of the offence.

Enforcement of special directions

~~73.~~67.—(1) Without prejudice to any other remedy available to the undertaker, if a special direction issued under article ~~67~~ 64 (~~Special~~ Power to make special directions to vessels) is not complied with within a reasonable time the harbour master may, where practicable and, except in an emergency, only where 48 hours' notice has been given to the owner or person appearing to have charge of the vessel, put persons on board the vessel to carry out the direction or ~~may~~ otherwise cause the vessel to be handled in accordance with the direction.

(2) If there is no one on board the vessel to comply with a special direction, the harbour master may proceed as if the direction had been given and not complied with; but the harbour master must not do so unless, after reasonable inquiry has been made, the master of the vessel cannot be found.

(3) Reasonable expenses incurred in the exercise of the powers conferred by this article are recoverable by the undertaker from the owner of the vessel as if they were a charge of the undertaker in respect of the vessel.

Boarding of vessels

~~74.~~68.—(1) Any duly authorised officer of the undertaker may, on producing if so required their authority, enter and inspect a vessel in the harbour limits—

(a) for the purposes of any enactment relating to the harbour authority or of any byelaw relating to the harbour authority or of any direction or byelaw of the harbour authority, including the enforcement thereof; or

(b) to prevent or extinguish fire,

but, except in an emergency, no entry must be made under this article without 48 hours' notice first having been given to the owner or the person appearing to have charge of the vessel; and the notice must have annexed to it a copy of this article.

Charges

~~75.~~69.—(1) The undertaker may levy charges for any services performed by it in the exercise and performance of its statutory powers and duties at the harbour.

(2) The undertaker may confer total or partial exemption from, allow rebates to or make compositions with any person with respect to, charges and may vary or extinguish any such exemption, rebate or composition.

(3) In this article "charges" means any charges other than ship, passenger and goods dues.

Use of beach landing ~~facilities~~facility and marine bulk import facility

~~76.~~70. The undertaker may only use the temporary marine bulk import facility for the purposes of, or in connection with, the construction of the authorised development and may only use the permanent beach landing facility for the purposes of, or in connection with the construction, operation, maintenance and decommissioning of the authorised development.

Duration of the powers in Part 6

~~77.~~71.~~73A. (1~~ (1) Within 28 days following completion of all works for the removal of the temporary marine bulk import facility in accordance with requirement ~~16~~29, the undertaker must—

(a) ~~(a)~~ appoint, by resolution, a date on which this Part 6 (Harbour Powers) will cease to have effect, which shall be not more than 28 days after the resolution;

(b) ~~(b)~~ publish a notice containing a copy of the resolution proposed to be passed by the undertaker appointing that date in—

(i) ~~(i)~~ Lloyd's List newspaper or some other newspaper specialising in shipping news;

(ii) ~~(ii)~~ a local newspaper circulating in the district of East Suffolk Council; and

(iii) ~~(iii)~~ on a website managed by the undertaker.

(2) ~~(2)~~ Except as provided in article ~~73(B)~~ 72 (Saving for termination of Part 6) this Part 6 will cease to have effect on the date specified in the resolution.

Saving for termination of Part 6

~~**78.**~~72.~~**73B.**~~ ~~(1~~ (1) In the article, "relevant proceedings" means any proceedings or inquiries in respect of any situation, matter, thing, happening, act, refusal, neglect or failure occurring during the period before this Part ceased to have effect in accordance with article ~~73A~~ 71 (~~duration~~ Duration of the powers in Part 6), so far as relating to the harbour or any part of the harbour, including, but without prejudice to the generality of the foregoing, proceedings for an offence committed or penalty incurred, or for recovery of expenses, rates, dues, fees or charges incurred, during that period.

(2) ~~(2)~~ No relevant proceedings shall be affected by this Part ceasing to have effect, and any such proceedings or inquiries may be commenced, continued and concluded, and any decision, judgment or ruling in them may be enforced as if this Part, and any relevant general or special direction or byelaw, had not ceased to have effect.

(3) ~~(3)~~ Any period of time current in relation to relevant proceedings when this Part ceases to have effect shall not be affected by its ceasing to have effect and may continue to run as if this Part, and any relevant general or special direction or byelaw, had not ceased to have effect.

Saving for Trinity House

~~**79.**~~73. Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

PART ~~6A~~7

DEEMED MARINE LICENCE

Deemed marine licence under the 2009 Act

~~**80.**~~74. The marine licence set out in Schedule ~~20~~ 21 is deemed to be granted to the undertaker under Part 4 of the 2009 Act for the licensable marine activities (as defined in section 66 of the 2009 Act) set out in Part 2 of the Schedule, and subject to the conditions set out in Part 3 of the Schedule.

Appeals procedure in relation to deemed marine licence

~~**81.**~~75.~~**75A.**~~ Schedule ~~20A~~ 22 shall have effect.

PART ~~7~~8

MISCELLANEOUS AND GENERAL

Removal of human remains

~~82.~~76.—(1) In this article "the specified land" means the land within the Order limits.

(2) Before the undertaker carries out any development or works within the Order limits which will or may disturb any human remains in the specified land it must remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.

(3) Before any such remains are removed from the specified land the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

(a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and

(b) displaying a notice in a conspicuous place on or near to the specified land.

(4) As soon as reasonably practicable after the first publication of a notice under paragraph (3) the undertaker must send a copy of the notice to the relevant local planning authority.

(5) At any time within 56 days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—

(a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or

(b) removed to, and cremated in, any crematorium,

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who must remove the remains and as to the payment of the costs of the application.

(8) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

(a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or

(b) such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or

(c) within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks

suitable for the purpose; and, so far as possible, remains from individual graves must be reinterred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(11) On the re-interment or cremation of any remains under this article—

(a) a certificate of re-interment or cremation is to be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and

(b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) is to be sent by the undertaker to the relevant local planning authority mentioned in paragraph (4).

(12) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(13) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(14) Section 25 of the Burial Act 1857 (Bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State)(**a**) does not apply to a removal carried out in accordance with this article.

Application of landlord and tenant law

~~83.~~77.—(1) This article applies to—

(a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants is to prejudice the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

(**a**) 1857 c.81.

Operational land for purposes of the 1990 Act

~~84.~~78. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (Cases in which land is to be treated as operational land for the purposes of that Act) in respect of—

(a) the permanent development site; and

(b) land in respect of which Work No. 1D and Work No. 1E are authorised.

Felling or lopping of trees and removal of hedgerows

~~85.~~79.—(1) The undertaker may fell or lop any tree or shrub near, within or overhanging any part of the authorised development, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—

(a) obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not cause unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity for that loss or damage.

(3) The approval of East Suffolk Council (not to be unreasonably withheld or delayed) must be obtained before the undertaker may exercise the power in paragraph (1) in respect of any tree outside the Order limits.

(4) The undertaker may, for the purposes of the authorised development—

(a) subject to paragraph (2), remove any hedgerows within the Order limits that may be required for the purposes of carrying out the authorised development; and

(b) only remove important hedgerows identified in Schedule ~~21~~ 23 (Removal of important hedgerows) to the extent shown on the plans identified in Schedule ~~21~~23.

(5) The ~~power~~ powers conferred by ~~paragraph~~ paragraphs (1) and (3) ~~removes~~ remove any obligation upon the undertaker to secure any consent under the Hedgerow Regulations 1997(**a**) in undertaking works pursuant to ~~paragraph 3(a) or~~ paragraphs 1(a) or (b) or 4(a) or (b).

(6) Nothing in this article authorises any works to any tree subject to a tree preservation order.

(7) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

(8) In this article "hedgerow" and "important hedgerow" have the meaning given in the Hedgerow Regulations 1997.

Certification of plans, etc.

~~86.~~80.—(1) The undertaker must, as soon as practicable after the date on which this Order is made, submit to the Secretary of State copies of the documents and plans identified in Schedule 22 (Certified Documents) of this Order for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document identified in Schedule ~~22~~ 24 so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

(3) Where a plan or document certified under paragraph (1)—

(a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and

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(**a**) S.I. 1997/1160, amended by section 73(2) of the Countryside and Rights of Way Act 2000 (c.37) S.I. 2003/2155, S.I. 2006/1177, S.I. 2009/1307, S.I. 2013/755 and S.I. 2015/377.

(b) identifies the provision by number or combination of numbers and letters, which is different from the number or combination of numbers or letters by which the corresponding provision of this Order is identified in the Order as made;

the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provisions (if any) corresponding to that provision in the Order as made.

Service of notices

~~87.~~81.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

(a) by post; or

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

(c) with the consent of the recipient and subject to paragraphs (6) to (9), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 of the Interpretation Act 1978(**a**) (~~references~~ References to service by post) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

(a) addressing it to that person by name or by the description of "owner" or, as the case may be, "occupier" of the land (describing it); and

(b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Paragraphs (6) to (9) apply where a person ("A") is required or authorised to serve or send a notice or other document for the purposes of this Order on or to another person ("B").

(6) A may serve or ~~sending~~ send the notice or other document by electronic transmission if—

(a) B has sent A notice that B agrees to receive that notice or document (or notices and documents of a description including that notice or document) by electronic transmission;

(b) B has not subsequently withdrawn that agreement in accordance with paragraph (8); and

(c) A complies with any conditions as to addressing or mode of transmission that B has specified in agreeing to receive notices or other documents by electronic transmission.

(7) If B notifies A within 7 days of receiving a notice or other document by electronic transmission that B requires a paper copy of all or any part of the notice or other document, A must provide B with such a copy as soon as reasonably practicable.

(8) B may withdraw agreement to receive a notice or document (or notices or documents of a specified description) by electronic transmission by sending a notice to that effect to A.

(9) Notice under paragraph (8) is final and takes effect on a date specified by B in the notice but that date must not be less than 7 days after the date on which the notice is given.

(**a**) 1978 c. 30. There are amendments to this Act which are not relevant to this Order.

(10) This article does not exclude the employment of any method of service not expressly provided for by it.

(11) In this article "electronic transmission" means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form.

Arbitration

~~88.~~82.—(1) – Any difference under any provision of this Order, unless otherwise provided for in this Order or unless otherwise agreed between the parties, and other than a difference which falls to be determined by the tribunal or is the subject of enforcement action under Part 8 of the 2008 Act, is to be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

(2) This article must not apply to the provisions of the 1847 Act incorporated in this Order by article ~~46~~ 49 (Incorporation of the Harbours, Docks and Piers Clauses Act 1847~~ Act~~) or to Trinity House in the exercise of its statutory functions.

(3) This article is without prejudice to article ~~74~~ 73 (Saving for Trinity House).

(4) Any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order shall not be subject to arbitration.

Procedure in relation to certain approvals etc.

~~89.~~83.—(1) Schedule ~~23~~ 25 (Procedure for approvals, consents and appeals) is to have effect in relation to all consents, agreement or approvals granted, refused or withheld in relation to the requirements unless otherwise agreed between the undertaker and the discharging authority.

(2) The procedure set out in paragraph (1) relating to the appeal process of Schedule ~~23~~ 25 has effect in relation to any other consent, agreement or approval required under this Order (including the requirements in Schedule 2 of this Order) where such consent, agreement or approval is granted subject to any condition to which the undertaker objects, or is refused or is withheld.

Application, exclusion and modification of legislative provisions

~~90.~~84. Schedule ~~24~~ 26 (Miscellaneous controls) to this Order, which makes provision applying, modifying and excluding statutory provisions which relate to matters for which provision may be made by this Order, has effect.

Crown rights

~~91.~~85.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

(a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;

(b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or

(c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227 of the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions and is deemed to have been given in writing where it is sent electronically.

~~**Marine enforcement authority**~~

~~**92.** Not used(**41**).~~

Security in respect of the payment of compensation etc.

~~**93.**~~86.—(1) The undertaker must not exercise the powers in Part 5 (Powers of acquisition and possession of land) of this Order until—

(a) a bond for £42 million pounds has been provided by a financial institution; or

(b) an alternative form of security approved in writing by the Secretary of State has been provided for £42 million pounds,

in respect of the liabilities of the undertaker to pay compensation to landowners in connection with the acquisition of their land or of rights over their land or the temporary use of their land under Part 5 of this Order.

(2) The security referred to in paragraph (1)(b) may include, without limitation, any one or more of the following—

(a) the deposit of a cash sum;

(b) a payment into court;

(c) an escrow account;

(d) an insurance policy; or

(e) a company guarantee.

(3) Security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the provider of that security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) The undertaker is entitled to reduce the amount of security to be maintained under paragraph (1) where—

(a) the undertaker has made a payment of compensation to a claimant under Part 5 of this Order (including payment under private treaty in lieu of the exercise of the powers under Part 5 of this Order) and provided evidence to the Secretary of State that such payment has been made; and

(b) the Secretary of State is satisfied that the reduced amount of security proposed by the undertaker will cover the remaining liabilities to pay compensation in respect of the exercise of the powers in Part 5 of this Order.

Signatory text

Name

Address
Date

~~41() Amendment subject to ongoing discussions with ESC and MMO.~~

SCHEDULE 1

Article 3

Authorised Development

Sizewell C DCO Project:

In the Districts of East Suffolk Council and West Suffolk Council and the County of Suffolk

A nationally significant infrastructure project as defined in sections 14 (Nationally significant infrastructure projects: general) and 15(2) (Generating stations) of the 2008 Act and associated development within the meaning of section 115(2) of the 2008 Act comprising the following development and works:

PART 1

NUMBERED WORKS

Main development site: operational infrastructure and Sizewell B relocation works

Work No. 1A

An electricity generating station with an expected net electrical output of approximately 3,340MW power generated by two nuclear reactor units, to include—

(a) buildings, structures and plant within the 'nuclear islands' for Units 1 and 2, including—

(i) two reactor buildings;

(ii) two fuel buildings;

(iii) two fuel building halls;

(iv) two boron storage buildings;

(v) eight safeguard buildings;

(vi) two nuclear auxiliary buildings;

(vii) two nuclear auxiliary building stacks;

(viii) two access towers;

(ix) radioactive waste storage building;

(x) radioactive waste process building;

(xi) radioactive waste treatment building;

(xii) hot laundry building;

(xiii) hot workshop, hot warehouse, facilities for decontamination;

(xiv) effluent tanks and refuelling water tanks;

(xv) four emergency diesel generator buildings and twelve associated stacks;

(xvi) two 'type 1' cooling water discharge weir buildings; and

(xvii) two 'type 2' cooling water discharge weir buildings;

(b) buildings, structures and plant within the 'conventional islands' for Units 1 and 2, including—

(i) two turbine halls;

(ii) two sky bridges;

(iii) two conventional island electrical buildings;

(iv) two gas insulated switchgear buildings;

(v) two main transformer platforms;

(vi) four unit transformer platforms;

(vii) two auxiliary transformer platforms; and

(viii) six monopoles;

(c) operational service centre;

(d) four electricity transmission towers / pylons inside the powers station's security fence and associated transmission infrastructure;

(e) buildings, structures and plant within the 'cooling water pumphouse and associated buildings' for Units 1 and 2, including—

(i) two cooling water pumphouses;

(ii) two forebays;

(iii) two outfall pond buildings;

(iv) two filtering debris recovery pits; and

(v) two fire-fighting water distribution buildings;

(f) intermediate level waste store;

(g) interim spent fuel store;

(h) buildings, structures and plant within the 'ancillary structures', including (but not limited to)—

(i) main access control building;

(ii) auxiliary administration building;

(iii) secondary access control building;

(iv) emergency response centre;

(v) emergency response energy centre;

(vi) meteorological station;

(vii) demineralisation station;

(viii) valve room for the demineralisation station;

(ix) auxiliary boilers;

(x) hydrogen storage;

(xi) oxygen storage;

(xii) hydrazine storage;

(xiii) chlorination plant;

(xiv) service ventilation building;

(xv) raw water & potable water storage/supply building;

(xvi) degassed water storage tanks;

(xvii) cooling water discharge shaft;

(xviii) chemical products storage;

(xix) garage for handling materials;

(xx) oil & grease storage;

(xxi) contaminated tools store;

(xxii) warehouse;

(xxiii) sewage treatment plant;

(xxiv) conventional island water tanks;

(xxv) nuclear island water tank;

(xxvi) conventional waste storage;

(xxvii) transit area for very low and low level waste;

(xxviii) service access buildings;

(xxix) battery load banks;

(xxx) interim spent fuel store equipment storage building; and

(xxxi) emergency equipment store.

~~(i) Not used;~~

~~(j)~~(i) 132kV substation and associated compound;

~~(k)~~(j) off-site delivery check point, associated buildings, structures and plant;

~~(l)~~(k) permanent vehicular and pedestrian bridge over Sizewell Marshes SSSI, preceded by a temporary crossing.

~~(m)~~(l) permanent beach landing facility;

~~(n)~~(m) soft coastal defence feature;

~~(o)~~(n) permanent hard coastal defence feature, preceded by a temporary hard coastal defence feature;

~~(p)~~(o) buildings, structures and plant, including a new National Grid substation building, plant, equipment and apparatus, alterations to the existing National Grid substation building, plant, equipment and apparatus, and associated diversion of transmission infrastructure;

~~(q)~~(p) one electricity transmission tower /pylon outside the power station's security fence, and associated transmission infrastructure including overhead line conductors;

~~(r)~~(q) 770 permanent operational parking spaces and 600 outage parking spaces;

~~(s)~~(r) removal of an existing transmission tower / pylon and associated transmission infrastructure;

~~(t)~~(s) realignment of Sizewell Drain and associated works;

~~(u)~~(t) perimeter below-ground cut off-wall, including associated dewatering of the contained area;

~~(v)~~(u) drainage outfall tunnels comprising—

(i) combined drainage outfall tunnel (continuing as Work No. 2K); and

(ii) temporary marine outfall;

~~(w)~~(v) power station main access road;

~~(x)~~(w) 1,000 temporary car parking spaces and 75 temporary HGV parking spaces;

~~(y)~~(x) temporary freight management facility, 80 HGV parking spaces and associated infrastructure;

~~(z)~~(y) temporary park and ride facility, 600 associated car parking spaces, 20 bus spaces, a terminal area and associated infrastructure;

~~(aa)~~(z) temporary water resource storage area;

~~(bb)~~(aa) temporary marine bulk import facility;

~~(cc)~~(bb) improvement works to Kenton Hills Car Park to include provision of up to 15 additional parking spaces;

~~(dd)~~(cc) flood mitigation area and associated habitat;

~~(ee)~~(dd) serviced pitches for up to 400 caravans and 400 temporary car parking spaces;

~~(ff)~~(ee) bat barn;

~~(gg)~~(ff) temporary junction onto King George's Avenue;

~~(hh)~~(gg) temporary junction onto Valley Road

~~(ii)~~(hh) temporary junction onto Lover's Lane;

~~(jj)~~(ii) temporary desalination plant and associated infrastructure;

~~(kk)~~(jj) temporary desalination plant outfall tunnel (continuing as Work No. 2O); and

~~(ll)~~(kk) temporary desalination plant intake tunnel (continuing as Work No. 2M).

The location of the above works is shown on sheet nos 1-5 and 7-8 of the Works Plans.

Work No. 1B

New permanent four arm roundabout at B1122 Abbey Road including one site access point, plus a second temporary site access point using an additional temporary arm.

The location of the above works is shown on sheet nos 1 and 8 of the Works Plans.

Work No. 1C

Works associated with Lover's Lane, to include—

(a) realignment of the junction of the B1122 Abbey Road and Lover's Lane;

(b) realignment of Lover's Lane;

(c) provision of a mammal culvert under Lover's Lane; and

(d) creation of a right turn into Leiston Household Waste Recycling Centre.

The location of the above works is shown on sheet nos 3, 7 and 8 of the Works Plans.

Work No. 1D

Works associated with the relocation of certain Sizewell B power station facilities, to include—

(a) outage store building;

(b) outage laydown area;

(c) training centre;

(d) up to 112 operational car parking spaces and access roads;

(e) up to 576 outage car parking spaces;

(f) visitor centre;

(g) administrative buildings to include workshops, civils store, office accommodation and general store;

(h) storage, canteen and welfare facilities; and

(i) outage car park access roads.

The location of the above works is shown on sheet nos 2, 4 and 5 of the Works Plans.

Work No. 1E

Works associated with the relocation of certain Sizewell B power station facilities, to include—

(a) outage store building;

(b) outage laydown area;

(c) training centre;

(d) up to 579 operational car parking spaces and access roads;

(e) visitor centre;

(f) administrative buildings to include workshops, civils store, office accommodation and general store; and

(g) storage, canteen and welfare facilities.

The location of the above works is shown on sheet nos 2, 4 and 5 of the Works Plans.

Main development site: cooling water infrastructure, drainage outfall, desalination intake and outfall infrastructure

Work No. 2A

A cooling water intake tunnel for seawater extraction, commencing at Work No. 1A and terminating at Work No. 2B, including earthworks and tunnelling (Unit 1).

Work No. 2B

Two intake heads and vertical shafts for seawater extraction including excavation and capital dredging works (Unit 1).

Work No. 2C

A second cooling water intake tunnel for seawater extraction commencing at Work No. 1A, and terminating at Work No. 2D, including earthworks and tunnelling (Unit 2).

Work No. 2D

Two intake heads and vertical shafts for seawater extraction, including excavation and capital dredging works (Unit 2).

Work No. 2E

A cooling water outfall tunnel for seawater return, commencing at Work No. 1A and terminating at Work No. 2F, including earthworks and tunnelling.

Work No. 2F

Two outfall heads and vertical shafts for seawater return including excavation and capital dredging works.

Work No. 2G

A fish return tunnel, commencing at Work No. 1A and terminating at Work No. 2H, including earthworks and tunnelling.

Work No. 2H

A fish return outfall head and vertical shaft, including excavation and capital dredging works.

Work No. 2I

A second fish return tunnel, commencing at Work No. 1A and terminating at Work No. 2J, including earthworks and tunnelling.

Work No. 2J

A second fish return outfall head and vertical shaft including excavation and capital dredging works.

Work No. 2K

A combined drainage outfall tunnel, commencing at Work No. 1A and terminating at Work No. 2L, including earthworks and tunnelling.

Work No. 2L

A combined drainage outfall head and vertical shaft , including excavation and capital dredging works.

Work No. 2M

~~Intake~~ An intake tunnel for the temporary desalination plant, commencing at Work No. 1A and terminating at Work No. 2N, including earthworks and tunnelling.

Work No. 2N

~~Intake~~ An intake head and shaft for seawater extraction for the temporary desalination plant, including excavation and capital dredging works.

Work No. 2O

~~Outfall~~ An outfall tunnel for the temporary desalination plant, commencing at Work No. 1A and terminating at Work No. 2P, including earthworks and tunnelling.

Work No. 2P

Outfall tunnel diffusers and shaft for brine water return for the temporary desalination plant, including excavation and capital dredging works.

The location of the above works is shown on sheet nos ~~2,4,~~2, 4, 5 and 6 of the Works Plans.

Main development site: accommodation campus

Work No. 3

A temporary accommodation campus, to include—

(a) accommodation buildings, including up to 2,400 bed spaces, associated structures and plant, and 60 blue badge parking spaces and drop off areas;

(b) multi-storey parking area to provide up to 1,300 vehicle parking spaces, associated structures and plant;

(c) buildings, structures and plant including—

(i) welfare, administration and amenity buildings;

(ii) surface vehicle parking area to provide up to 300 parking spaces;

(iii) up to 120 motorcycle parking spaces;

(iv) up to 120 cycle parking spaces;

(v) bus stops and associated infrastructure;

(vi) campus servicing area; and

(vii) combined heat and power plant or alternative form of generation including ground or heat source pumps; and

(d) demolition/removal of any temporary structures and landscape works.

The location of the above works is shown on sheet nos 1 and 8 of the Works Plans.

Rail infrastructure

Work No. 4A

Works associated with the construction of Work No. 4B(a) (green rail route), to include—

(a) formation of new railway embankments, cuttings and all necessary earthworks (including removal of topsoil and subsoil) and associated rail infrastructure;

(b) formation of trenches and installation of utilities; drainage works including swale forming part of the sustainable drainage system;

(c) temporary realignment of Buckleswood Road;

(d) construction of a temporary automated level crossing on Buckleswood Road and associated road modifications;

(e) construction of temporary automated level crossing on B1122 Abbey Road and associated road modifications;

(f) landscaping including the provision of landscape bunds, grassed areas and other areas of proposed planting; and

(g) demolition/removal of any temporary structures and landscape works.

Work No. 4B

Temporary rail infrastructure ('green rail route') to include—

(a) a single track railway line (approximately 4.5km in length) commencing at a new junction with the existing Saxmundham to Leiston branch line at a point approximately 500 metres east of Saxmundham Road level crossing and approximately 230 metres south of Buckle's Wood, passing southwest to northeast and terminating within the main development site (Work No. 1A);

(b) sidings, vehicle inspection buildings, security footbridge and material handling areas; and

(c) demolition/removal of any temporary structures and landscape works.

The location of the above works is shown on sheet nos 1,2,3,7 and 8 of the Works Plans.

Work No. 4C

Works to the Saxmundham to Leiston branch line, to include—

(a) upgrades to the existing junction of the Saxmundham to Leiston branch line and the East Suffolk line including the provision of an additional crossover;

(b) track replacement; and

(c) upgrades to up to nine existing level crossings at Bratts Black House, Snowdens, Buckle's Wood, Summerhill, Knodishall, West House, Saxmundham Road, Leiston, and Sizewell.

The location of the above works is shown on sheet nos. 3,7,9 and 10 of the Works Plans.

Work No. 4D

Temporary rail spur off the Saxmundham to Leiston branch line to provide a rail siding in land east of Eastlands Industrial Estate, to include—

(a) earthworks, including embankments, cuttings and retaining structures;

(b) railway tracks, sidings, vehicle inspection buildings and material handling areas; and

(c) demolition/removal of any temporary structures and landscape works.

The location of the above works is shown on sheet nos. 3 and 10 of the Works Plans.

Sports facilities

Work No. 5

Landscape works including one 3G Pitch and two multi-use games courts, with associated fencing and floodlighting.

The location of the above works is shown on sheet no. 11 of the Works Plans.

Fen meadows and marsh harrier habitat

Work No. 6

(Fen meadow habitat, ~~Halesworth~~Halesworth): Landscape and ecological works including earthworks, drainage and associated water control structures.

The location of the above works is shown at sheet no. 12 of the Works Plans.

Work No. 7

(Fen meadow habitat, Benhall): Landscape and ecological works including earthworks, drainage and associated water control structures.

The location of the above works is shown at sheet no. 13 of the Works Plans.

Work No. 18

(Fen meadow habitat, Pakenham): Landscape and ecological works including earthworks, drainage and associated water control structures.

The location of the above works is shown at sheet no. 28 of the Works Plans.

[Work No. 8]

[(Marsh harrier habitat, Westleton): Landscape and ecological works including earthworks, drainage and associated water control structures.

The location of the above works is shown at sheet no. 14 of the Works Plans.]

Northern park and ride

Work No. 9

~~The location of the below works is shown on sheet no. 15 of the Works Plans.~~

(a) A temporary park and ride facility with up to 1,250 car parking spaces (excluding pick-up spaces, minibus/van/bus spaces, motorcycle spaces and bicycle spaces), to include—

(i) earthworks including ground levelling, creation of spoil bunds and temporary stockpiling; utilities trenches; surface water drainage system including infiltration basins and swales; foul water drainage system;

(ii) internal access roads;

(iii) landscape works; including the provision of ecological habitat, hardstanding, and vehicle, motorcycle and bicycle parking areas;

(iv) bus terminus area, bus stops and shelters and associated structures;

(v) buildings including amenity / welfare, administration, and security.;

(vi) CCTV poles and mountings, lighting poles and fittings;

(vii) perimeter and internal fencing, signage, secured entrance gates, barriers and ecological fencing; and

(viii) demolition / removal of any temporary structures and landscape works and restoration works.

(b) Highway works including a roundabout, realignment of a section of the A12 and Willow Marsh Lane; realignment of private access track; revised kerbs, road markings, new highway signage, footways and paved areas; and site reinstatement, including landscaping and reinstatement of the existing A12 alignment following cessation of operational use of Work No 9(a).

The location of the above works is shown on sheet no. 15 of the Works Plans.

Southern park and ride

Work No. 10

~~The location of the below works is shown on sheet no. 16 of the Works Plans.~~

(a) A temporary park and ride facility with up to 1,250 car parking spaces (excluding pick-up spaces, minibus/van/bus spaces, motorcycle spaces and bicycle spaces), to include—

(i) earthworks including ground levelling, creation of spoil bunds and temporary stockpiling; utilities trenches; surface water drainage system including pumping station and infiltration basins, swales and underground attenuation; foul water drainage system;

(ii) internal access routes;

(iii) landscape works; including the provision of ecological habitat, hardstanding, and vehicle, motorcycle and bicycle parking areas;

(iv) bus terminus area, bus stops and shelters and associated structures;

(v) traffic incident management area;

(vi) buildings including amenity / welfare, administration, and security;

(vii) CCTV poles and mountings, lighting poles and fittings;

(viii) perimeter and internal fencing, signage, secured entrance gates, barriers and ecological fencing; and

(ix) demolition / removal of any temporary structures and landscape works and restoration works.

(b) Highway works, including revised kerbs, road markings, new highways signage, to the B1078, the northbound slip road between B1078 and the A12, and the A12 northbound carriageway.

The location of the above works is shown on sheet no. 16 of the Works Plans.

Two village bypass

Work No. 11A

Works associated with the construction of Work No. 11B and Work No. 11C, to include—

(a) site preparation works including construction hoardings, perimeter enclosure, ecological fencing and security, construction related buildings, structures, plant, machinery and construction lighting;

(b) earthworks including creation of acoustic bunds, utilities trenches, surface water drainage system including balancing ponds and landscape works, including ecological works;

(c) access roads, tracks and hardstanding;

(d) construction of bridges and civil structures;

(e) highway works including kerbs, footways and paved areas;

(f) traffic signal poles and fittings;

(g) lighting poles and fittings; and

(h) perimeter fencing, ecological fencing, animal corrals, signage, gates and barriers.

Work No. 11B

A bypass of Farnham and Stratford St Andrew, to include—

(a) a road (2.4km in length) commencing at a new four-arm roundabout to the east of Parkgate Farm and Stratford Plantation and terminating at a new four-arm roundabout to replace the existing junction of the A12 with the A1094 (Friday Street), and including a bridge crossing of the River Alde;

(b) associated realignments and tie-ins of existing roads bi-sected by the bypass and other existing roads adjoining the bypass; and

(c) new and altered private means of access.

Work No. 11C

A footbridge over the bypass (Work No. 11B(a)) 150m east of Farnham Hall.

The location of the above works is shown on sheet nos 17 and 18 of the Works Plans.

Sizewell link road

Work No. 12A

Works associated with the construction of Work No. 12B, Work No. 12C and Work No. 12D, to include—

(a) site preparation works including construction hoardings, perimeter enclosure, ecological fencing and security, construction related buildings, structures, plant, machinery and construction lighting;

(b) earthworks including creation of acoustic bunds, utilities trenches, surface water drainage system including flood relief basins and landscape works, including ecological works;

(c) access roads, tracks and hardstanding;

(d) construction of bridges and civil structures;

(e) highway works including kerbs, footways and paved areas;

(f) traffic signal poles and fittings;

(g) lighting poles and fittings; and

(h) perimeter fencing, ecological fencing, animal corrals, signage, gates and barriers.

Work No. 12B

A bypass of Middleton Moor and Theberton, to include—

(a) a road (6.8km in length) commencing at a new three-arm roundabout located 180m north of The Red House Farm and terminating at a new three arm roundabout on the B1122 (west of the main development site), and including a bridge over the East Suffolk line;

(b) associated realignments and tie-ins of existing roads bi-sected by the bypass and other existing roads adjoining the bypass; and

(c) new and altered private means of access.

Work No. 12C

A motorised user bridge over Work No. 12B(a), connecting to Pretty Road on either side.

Work No. 12D

(a) A junction to Moat Road to maintain access to properties including Theberton Grange and Moat House~~; and~~.

(b) Realignment of the road to Theberton Grange for 300m to join George Road.

The location of the above works is shown on sheet nos. 18, 19, 20, 21 and 22 of the Works Plans.

Freight management facility

Work No. 13

(a) A temporary freight management facility with up to 154 HGV parking spaces (excluding HGV screen and search lanes, staff and visitor car parking, minibus/van/bus spaces, motorcycle spaces and bicycle spaces), to include—

(i) earthworks including ground levelling, creation of spoil bunds and temporary stockpiling; utilities trenches; surface water drainage system including infiltration system, swales and underground attenuation areas; foul water drainage system;

(ii) internal access routes;

(iii) landscape works; including the provision of ecological habitat, hardstanding, and vehicle, motorcycle and bicycle parking areas;

(iv) amenity, welfare and security buildings; and

(v) demolition / removal and site reinstatement including landscaping following cessation of operational use;

(b) Highway works to Felixstowe Road to include widening of the highway and temporary site access.

The location of the above works is shown on sheet no. 23 of the Works Plans.

Yoxford roundabout and other highway improvement works

Work No. 14A (Yoxford roundabout)

Work associated with the construction of Work No. 14B, to include—

(a) earthworks including creation of landscape planting, utilities trenches and surface water drainage system;

(b) access roads and hardstanding; and

(c) kerbs, footways and paved areas.

The location of the above works is shown on sheet no. 24 of the Works Plans.

Work No. 14B

(Yoxford roundabout): Carriageway widening and surface treatment to create a new three arm roundabout with realignment of the existing A12 and B1122 and removal of the existing A12 and B1122 ghost island junction, the location of which is shown on sheet no. 24 of the Works Plans.

Work No. 15

(A12/B1119 junction at Saxmundham): Improvements to the A12 and B1119 junction to include maintenance of vegetation along the highway boundary, alteration of the B1119 at the junction

with the A12 and provision of additional or alterations to existing signage and road markings, the location of which is shown on sheet no. 25 of the Works Plans.

Work No. 16

(A1094/B1069 junction south of Knodishall): Improvements to the A1094 and B1069 junction to include maintenance of vegetation along the highway boundary and provision of additional or alterations to existing signage and road markings, the location of which is shown on sheet no. 26 of the Works Plans.

Work No. 17

(A12/A144 junction south of Bramfield): Improvements to the A12 and A144 junction to include provision of central reservation island and waiting area on the A12, widening of the A12, provision of pedestrian walkways and dropped kerbs and provision of a verge, the location of which is shown on sheet no. 27 of the Works Plans.

PART 2

OTHER ASSOCIATED DEVELOPMENT

And in connection with Work No. 1, 2, 3, 4, 5, 6, 7, ~~8~~[8], 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, to the extent that they do not otherwise form part of any such work, the following further works in connection with the construction, operation and maintenance of the authorised development within the Order limits, being associated development within the meaning of section 115(2) of the 2008 Act (Development for which development consent may be granted)—

(a) earthworks and excavations (including tunnelling, soil stripping and storage, site levelling, vegetation clearance, spoil screening / storage for re-use on site and remediation); provision of spoil retaining structures, bunds and ground terracing to formation levels; and site ground preparation works including land remediation, vegetation clearance and groundwater de-watering;

(b) provision, protection, diversion and relocation of surface drainage systems (including swales, ditches, culverts, outfalls, ponds, basins and water treatment and pumping); foul water drainage systems (including pipework, sewage treatment plant, pumps and outfalls); utilities, including electricity, telecommunications, water and power supplies (including substations, switchgear and transformers); cables, pipes, shafts, trenches tunnels and associated access points; and associated protective works for such infrastructure (including footbridges, barriers and grates);

(c) construction and provision of building compounds, external building plant and equipment, stacks and chimneys, access structures (including ladders, stairs and platforms) aerials and communication plant and equipment;

(d) works to create temporary or permanent landscaping (including temporary or permanent mounds); drainage and flood compensation (including flood attenuation works); finished ground levels; means of enclosure; and reinstatement/replacement of, or construction of, boundary walls and security fences (including gates and retaining walls);

(e) establishment of temporary construction areas and compounds at each Works site to include, as necessary—

(i) demolition and site clearance (including of existing buildings, vegetation, walls, fences, planters, breaking of hardstanding and other above and below ground structures);

(ii) site hoardings (including perimeter enclosures and security fencing) and provision of construction and traffic signage and notices;

(iii) temporary vehicle parking;

(iv) formation of construction vehicle access routes and provision of temporary gated or other site access routes and other works to streets;

(v) construction-related buildings, structures, facilities (including storage and manufacturing warehouse and temporary structures), plant, equipment, cranes, machinery (including concrete batching, concrete silos and construction bridges) and temporary bridges and access routes (including internal haulage routes); and

(vi) provision of construction services and utilities, including electricity, telecommunications, water and power supplies (including substations) including means of enclosure, and construction lighting;

(f) provision of permanent and temporary hard-standing areas; welfare/office accommodation, workshops and stores; secure entrances; structures and plant; site access points; security kiosks and buildings, perimeter and internal fencing; gates, barriers and bollards; vehicle and bicycle parking areas; vehicular and pedestrian access routes and internal roads; storage and handling areas; signage; CCTV poles and mountings; lighting poles and fittings; facilities and equipment for processing of excavated and construction materials; treatment enclosures; and any other temporary and permanent works required;

(g) in connection with the marine works, dredging and the provision of buoys, beacons, fenders and other navigational warning or ship impact protection works;

(h) new footpaths; walls and fencing; and planting;

(i) amenity buildings; parking areas; and associated post-operation phase work;

(j) perimeter and internal fencing (including ecological fencing where necessary); pedestrian connections; and signage; secured entrances, gates and barriers;

(k) The following works relating to highways streets and rights of way—

(i) alteration of layout of a street including widening the carriageway of a street, altering the level of any kerb footway, cycleway or verge within a street and surface treatments;

(ii) relocation and provision of street lighting;

(iii) works to place, alter, remove or maintain street furniture, transport infrastructure and apparatus, including the provision of temporary bus lay-bys;

(iv) relocation and provision of road traffic signs and markings; and

(v) diversions or modifications (both temporary and permanent) of existing vehicle and pedestrian access routes (including footpaths and cycleways) and subsequent reinstatement of existing routes, and works to create permissive rights of way;

(l) The following works relating to rail infrastructure –

(i) ramps and means of access;

(ii) traffic signs, traffic signals and road markings; and

(iii) lighting, electrical equipment and signalling works;

(m) works to trees, hedges and shrubs;

(n) habitat creation and management;

(o) permanent and temporary works for the benefit or protection of land or structures affected by the authorised development (including diversion or provision of utilities apparatus, private means of access and protective, survey and monitoring works to land, buildings and other structures);

(p) rock protection (anti-scour protection); and

(q) such other works as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance of the authorised development which do not give rise to any materially new or materially different environmental effects from those assessed as set out in the environmental information, except that this paragraph will not apply to Work Nos. 3, 4A, 4B, 4D, 9, 10 or 13 once the decommissioning or restoration of those Works has commenced.

SCHEDULE 2

Article 3

Requirements

Interpretation

1.—(1) Where, under any of the requirements, the approval or agreement of the discharging authority or another person is required—

(a) the matter which requires approval or agreement must be submitted in writing for such approval or agreement; and

(b) the approval or agreement must be given in writing.

(2) Where any requirement—

(a) refers to a scheme, drawing, document or plan, that scheme, drawing, document or plan will be taken to be the version certified by the Secretary of State under article 80 (Certification of plans, etc.) of this Order or to any subsequent version of that scheme, drawing, document or plan approved by the discharging authority under a requirement; or

(b) provides that the authorised development is to be carried out in accordance with details, or a scheme, plan or other document approved by the discharging authority, the approved details, scheme, plan or other document must be taken to include any amendments or revisions subsequently approved by the discharging authority.

(3) Where an approval of details or other document is required under the terms of any requirement or where compliance with a document contains the wording "unless otherwise approved" by the discharging authority, such approval of details or of any other document (including any subsequent amendments or revisions) or approval by the discharging authority is not to be given except in relation to changes or deviations where it has been demonstrated to the satisfaction of the discharging authority that the subject matter of the approval or agreement sought does not give rise to any materially new or materially different significant environmental effects to those assessed in the environmental information.

(4) Where any requirement provides that the authorised development or any part of it is to be carried out in 'general accordance' with details, or a scheme, plan or other document that is listed in Schedule ~~22~~ 24 and certified under ~~Article 80 of this Order~~article 80 (Certification of plans, etc), this means that the undertaker will carry out such work(s) in a way that is consistent with the information set out in those details, schemes, plans or other document or any subsequent version of the details, scheme, plan or document approved under a requirement.

(5) For the avoidance of doubt, the undertaker must comply with requirements 2, 3, 4, ~~5B, 6, 6A, 8~~7, 9, ~~14A~~10, 13, 14, 20, ~~14B~~ 25, 26 and ~~14C~~ 27 throughout the construction of the authorised development and these requirements are not triggered by commencement and these requirements apply to all material operations including those excluded from the definition of commence.

(6) Unless otherwise provided in this Order, where a requirement relates to a specific site or Work and it specifies "commencement of development", it refers to the commencement of development on that site or in relation to that Work only.

(7) For the purposes of discharging requirements in phases, the undertaker may submit details, including a plan or plans, where appropriate, to the discharging authority identifying a part or parts of any of the sites to which each phase relates.

(8) Schedule ~~23~~ 25 (Procedure for ~~Approvals~~approvals, ~~Consents~~ consents and ~~Appeals~~appeals) sets out the procedures for the determination of submissions made pursuant to requirements, including requests for further information, the consultation process and the appeal procedure.

No.	*Requirement*
1	**Project wide: Time limits**

The authorised development must commence within 5 years of the date on which this Order is made.

2 **Project wide: Code of Construction Practice**

The construction of the authorised development and the removal and reinstatement of the temporary works must be carried out in accordance with the Code of Construction Practice and the subsequent plans approved under the Code of Construction Practice, unless otherwise approved by East Suffolk Council.

3 **Project wide: Archaeology and Peat**

(1) No part of any terrestrial works, may be carried out until a site-specific written scheme of investigation for each phase of archaeological investigation relating to that part has, following consultation with Historic England, been submitted to and approved by Suffolk County Council. Site-specific written schemes of investigation must be in accordance with the Overarching Archaeological Written Scheme of Investigation.

(2) Terrestrial works must be carried out in accordance with the relevant site-specific written scheme of investigation and in accordance with the Overarching Archaeological Written Scheme of Investigation, unless otherwise approved by Suffolk County Council.

(3) No part of any below ground works forming part of Work No. 1A (a) to (h) (main platform), Work No. 1A(ii) (temporary desalination plant) or Work No. ~~1A(l~~1A(k) (SSSI crossing) may be carried out until a peat archaeological written scheme of investigation for that part has-, following consultation with Historic England, been submitted to and approved by Suffolk County Council. The peat archaeological written schemes of investigation must be in general accordance with the Peat Strategy.

(4) Below ground works forming part of Work No. 1A (a) to (h) (main platform, Work No. 1A(ii) (temporary desalination plant) or Work No. ~~1A(l~~1A(k) (SSSI Crossing) must be carried out in accordance with the approved peat archaeological written schemes of investigation and in general accordance with the Peat Strategy, unless otherwise approved by Suffolk County Council.

(5) Should archaeological remains be left in situ on any site, a site-specific archaeological management plan must, following consultation with Historic England, be submitted to and approved by Suffolk County Council. Any further works, including removal and reinstatement, must be carried out in accordance with the site-specific archaeological management plan, unless otherwise approved by Suffolk County Council.

(6) Unless otherwise agreed with Suffolk County Council.

(a) No later than two years following the completion of the fieldwork specified in each site-specific written scheme of investigation, a site-specific post excavation assessment for that site must be completed in accordance with the Overarching Archaeological Written Scheme of Investigation and submitted to Suffolk County Council for approval.

(b) No later than one year following the approval of the final site-specific post excavation assessment, an archaeological updated project design for all sites, must be submitted to Suffolk County Council for approval. The archaeological updated project design must be produced in general accordance with the Overarching Archaeological Written Scheme of Investigation, include details of the scope of post-excavation analysis and publication and have regard to the site-specific research agendas set out in the site-specific written schemes of investigation.

(c) Post-excavation analysis and publication must be carried out in accordance with the approved archaeological updated project design.

(d) The full archaeological archive must be submitted to the Suffolk County Council Archaeological Service (Archive) in accordance with the archaeological updated project design

(7) References to Suffolk County Council in this requirement refer to Suffolk County

Council in its capacity as provider of the Suffolk Archaeological Service.

4 **Project wide: Terrestrial ecology monitoring and mitigation plan**

The construction and operation of the authorised development~~-~~, and the removal and reinstatement of the temporary works~~-~~, must be carried out in accordance with the Terrestrial Ecology Monitoring and Mitigation Plan unless otherwise approved by East Suffolk Council following consultation with Natural England and the Environment Agency.

5 **Project wide: Surface and foul water drainage**

(1) No part of the authorised development may be commenced until a final drainage strategy has, following consultation with the Lead Local Flood Authority, been submitted to and approved by East Suffolk Council. The drainage strategy update must be in general accordance with the Drainage Strategy.

~~(1~~(2) No part of the authorised development (save for Work No. 1B, 1C, 4A(c), 9(b), 10(b), 11, 12, 13(b), 14, 15, 16 or 17) may be commenced until details of the surface and foul water drainage system for that part (including projected volume and flow rates, management and maintenance arrangements, means of pollution control, sewage treatment works and a programme of construction and implementation) have~~-~~, following consultation with the Lead Local Flood Authority, been submitted to and approved by East Suffolk Council, following consultation with the Environment Agency, ~~the relevant Statutory Nature Conservation Body~~Natural England, the East Suffolk Internal Drainage Board, the Lead Local Flood Authority, the sewerage undertaker and the drainage authority.

(~~2~~3) Following approval pursuant to paragraph (1) above, East Suffolk Council shall provide details of the approved surface and foul water drainage system to Suffolk County Council, and no part of the authorised development may be commenced until the details of the approved management and maintenance arrangements and means of pollution control for that part have been endorsed by Suffolk County Council in its capacity as the Lead Local Flood Authority and the drainage authority.

~~(3~~(4) The surface and foul water drainage details must be based on sustainable drainage principles and must be in accordance with the ~~Drainage Strategy.~~drainage strategy update approved pursuant to paragraph (1).

~~(4~~(5) Any approved surface and foul water drainage system must be constructed and maintained in accordance with the approved and endorsed details.

~~5A~~6 **Project wide: Emergency planning**

(1) No less than ~~8~~ 18 weeks prior to the commencement of the authorised development a construction emergency plan must ~~have been developed and a copy provided to~~ be submitted to and agreed by Suffolk County Council in its capacity as ~~fire and rescue authority~~emergency planning authority following consultation with Suffolk Constabulary and the East of England Ambulance Service Trust.

~~(2~~(2) If agreement is not pursuant to paragraph (1) is not reached within 4 weeks of the date on which the plan was submitted then both parties must refer the matter to the Office of Nuclear Regulation for their decision.

(3) The construction emergency plan must include:

(i)~~. Details~~ details of the undertaker's construction site emergency arrangement for the SZC construction works; and

(ii)~~. Details~~ details of the undertaker's arrangements for interfacing with Sizewell B in an emergency.

~~(3~~(4) the construction emergency plan must be implemented as ~~approved~~agreed with Suffolk County Council or, if relevant, in accordance with the decision of the Office for Nuclear Regulation.

~~5B~~7 **Project wide: Navigation lighting**

(1) No building or structure greater than 50m above ordnance datum ~~shall~~ may be erected until the following details have been provided to the Defence Geographic Centre (dvof@mod.gov.uk or post to: D-UKDVOF & Power Lines Geospatial Air Information Team Defence Geographic Centre DGIA Elmwood Avenue Feltham Middlesex TW13 7AH) unless alternative details have been provided by the Ministry

of Defence. These details ~~shall~~ must include:
(i) Precise location of the relevant building or structure;
(ii) Date ~~of~~ that construction of the relevant building or structure began;
(iii) Date of completion of construction;
(iv) The height above ground level;
(v) The maximum extension height of any construction equipment; and
(vi) Details of aviation warning lighting fitted to the structure(s).

~~5C~~8 **Project wide: ~~Estate Management~~**~~The Estate must be maintained in accordance with the~~ **Estate Wide Management Plan**

The Estate must be maintained in accordance with the Estate Wide Management Plan, unless otherwise approved by East Suffolk Council following consultation with Natural England.

~~6~~9 **Main development site: Site clearance**

(1) Site clearance on the main development site must be undertaken in accordance with the following drawings:
(i) Main Development Site Clearance Plan – Key Plan – Sheet 1 (SZC-SZ0701-XX-000-DRW-100134);
(ii) Main Development Site Clearance Plan – Sheet 2 (SZC-SZ0701-XX-000-(iii) DRW-100152);
(iv) Main Development Site Clearance Plan – Sheet 3 (SZC-SZ0701-XX-000-DRW-100153);
(v) Main Development Site Clearance Plan – Sheet 4 (SZC-SZ0701-XX-000-DRW-100154); and
(vi) Main Development Site Clearance Plan – Sheet 5 (SZC-SZ0701-XX-000-DRW-100155)
save to the extent that alternative plans or details are submitted to and approved by East Suffolk Council.
(2) Any alternative plans or details referred to in paragraph (1) must be in accordance with the measures set out in the Code of Construction Practice.

~~6A~~10 **Project wide: Public ~~Rights of Way~~rights of way**

(1) No development of any new or diverted public right ~~over~~ of way listed in Schedule 11 may be carried out until a public rights of way implementation plan for that public right of way that accords with paragraphs (2) and (3) (as applicable) has been submitted to and approved by Suffolk County Council.
(2) Public rights of way implementation plans relating to new or diverted public rights of way within Work No. 1 must be in general accordance with the Rights of Way and Access Strategy, Chapter 7 of Part B of the Code of Construction Practice and in accordance with the Rights of Way Plans, unless otherwise approved by Suffolk County Council.
(3) Public rights of way implementation plans relating to new and diverted public rights of way within Works Nos. 4~~–~~, 9, 10, 11, 12 and 14 must be in general accordance with the Rights of Way and Access Strategy, the Associated Development Design Principles, Chapter 7 of Part C of the Code of Construction Practice and in accordance with the Rights of Way Plans, unless otherwise approved by Suffolk County Council.
(4) Public rights of way implementation plans must be implemented as approved ~~under paragraph (1).~~.

~~7~~11 **Main development site: Water Monitoring and Management Plan**

(1) Neither Work No. 1A nor any part or defined area of land within Work No. 1A as may be agreed with East Suffolk Council, may be commenced, including dewatering, until a water monitoring and management plan for Work No. 1A or for any part or defined area of land as agreed with East Suffolk Council has been submitted to and approved by East Suffolk Council, following consultation with the Environment Agency, Royal Society for the Protection of Birds (RSPB), ~~the relevant Statutory Nature Conservation Body~~Natural England, the East Suffolk Internal Drainage Board

and the Local Lead Flood Authority. Any water monitoring and management plan must be developed in general accordance with the Main Development Site Water Monitoring and Response Strategy and the Draft Water Monitoring and Management Plan.

(2) Any water monitoring and management plans approved under paragraph (1) must be implemented as approved.

~~7A~~12 **Main development site: Coastal Processes Monitoring and Mitigation (Terrestrial) Plan**

(1) Construction of Work No. ~~1A(n~~1A(m) (soft coastal defence feature) and Work No. ~~1A(o~~1A(n) (hard coastal defence feature) must not commence until a coastal processes monitoring and mitigation (terrestrial) plan has been submitted to and approved by East Suffolk Council, following consultation with ~~the relevant Statutory Nature Conservation Body and~~ Natural England, the Environment Agency and the Marine Management Organisation. The plan must be in general accordance with the Draft Coastal Processes Monitoring and Mitigation Plan and must include:

(i) the area to be monitored;

(ii) methods for monitoring;

(iii) duration of monitoring;

(iv) trigger points for mitigation;

(v) a description of proposed mitigation; ~~and~~

(vi) details concerning its proposed review;

(vii) examples of mitigation measures which could be implemented and which would be effective to mitigate particular results of the monitoring and how the appropriateness of each measure will be considered; and

(~~vi~~viii) details concerning the appropriate timing for a monitoring and mitigation cessation report to be prepared.

(2) The coastal processes monitoring and mitigation ~~plan~~ (terrestrial) plan referred to in paragraph (1), incorporating any variations approved by East Suffolk Council, must be implemented as approved.

~~8~~13 **Main development site: Temporary construction-related development**

(1) Construction works carried out as part of ~~Work No.1~~ the authorised development must be carried out in accordance with the Construction Method Statement and the following:

(i) Main Development Site Construction Parameter Plan – Key Plan – (SZC-SZ0100-XX-100-DRW-100046);

(ii) Main Development Site Construction Parameter Plan –Sheet 1 (SZC-SZ0100-XX-100-DRW-100092);

(iii) Main Development Site Construction Parameter Plan –Sheet 2 (SZC-SZ0100-XX-100-DRW-100093);

(iv) Main Development Site Construction Parameter Plan –Sheet 3 (SZC-SZ0100-XX-100-DRW-100094); and

(v) Main Development Site Construction Parameter Plan –Sheet 4 (SZC-SZ0100-XX-100-DRW-100095),

unless otherwise approved by East Suffolk Council.

(2) During the construction of the authorised development, the number of car parking spaces ~~within~~ forming part of Work No. 1A must be limited as follows:

(a) not more than~~[~~ 650~~]~~ spaces may be available for use before either Work No. 9 (Northern park and ride) or Work No. 10 (Southern park and ride) is operational; and

(b) not more than~~[~~ 1,000~~]~~ spaces may be available for use following either Work No. 9 (Northern park and ride) or Work No. 10 (Southern park and ride) becoming operational,

unless otherwise approved by East Suffolk Council.

~~9~~14 **Main development site: Construction lighting**

External lighting at the main development site must be installed, operated and maintained throughout the construction of ~~Work No.1~~ the authorised development in

accordance with the controls and limits set out in section 1.3 of the Lighting Management Plan, save to the extent that alternative details are submitted to and approved by East Suffolk Council.

~~10~~15 **Main development site: Outage car park**

(1) A scheme of security measures to regulate vehicular access to Work 1D(e) (outage car park) when not in use ~~is to~~ must be submitted to and approved by East Suffolk Council and the approved security measures are to be in place and available for use prior to vehicular access to the outage car park being enabled.

(2) The scheme of security measures must be implemented as approved.

~~11~~16 **Main development site: Approved buildings, structures and plant**

(1) Work Nos. 1A (a) to (e) (except for Work No. 1A(b)(ii)) (two sky bridges), Work No. 1A (~~q~~p) and Work No. 1D (a) to (e) or Work No. 1E (a) to (d) as the case may be must be carried out in accordance with the relevant plans set out in Schedule 7 (Approved Plans) and the detailed design principles set out in chapter 5 of the Main Development Site Design and Access Statement, save to the extent that alternative plans or details relating to their siting, scale or appearance are submitted to and approved by the East Suffolk Council pursuant to paragraph (2).

(2) Any alternative plans or details referred to in paragraph (1) must be in general accordance with the detailed design principles set out in ~~chapter~~ Chapter 5 of the Main Development Site Design and Access Statement and in accordance with:

(i) Main Development Site Operational Siting and Height Parameters; and

(ii) the following Parameter Plans:

(a) Main Development Site Operational Parameter Plan - Operational Platform (SZC-SZ0100-XX-100-DRW-100043); and

(b) Main Development Site Operational Parameter Plan - SZB Relocated Facilities and National Grid Land (SZC-SZ0100-XX-100-DRW-100048).

~~12~~17 **Main development site: Reserved matters**

(1) Construction of Work No. 1A(b)(ii) (two sky bridges), Work No. 1A (f) (intermediate level ~~fuel~~ waste store) and Work No. 1A (g) (interim spent fuel store), Work No. 1A(h)(i) (main access control building), Work No. 1D (f), or Work No. 1E (e) (visitor centre) and Work No. 1D(g) or Work No. 1E(f) (administrative buildings to include workshops, civils store~~,~~ , office accommodation and general store) as the case may be must not commence until details of the layout, scale and external appearance of those buildings have been submitted to and approved by East Suffolk Council, following consultation with ~~the relevant Statutory Nature Conservation Body~~ Natural England, National Trust and Suffolk Coast and Heaths Area of Outstanding Natural Beauty Partnership.

(2) The details referred to in paragraph (1) must be in general accordance with Chapter 7 and the detailed design principles set out in ~~chapter~~ Chapter 5 of the Main Development Site Design and Access Statement and in accordance with:

(i) Main Development Site Operational Siting and Height Parameters; and

(ii) the following Parameter Plans:

(a) Main Development Site Operational Parameter Plan - Operational Platform (SZC-SZ0100-XX-100-DRW-100043); and

(b) Main Development Site Operational Parameter Plan - SZB Relocated Facilities and National Grid Land (SZC-SZ0100-XX-100-DRW-100048).

~~12A~~18 **Sports Facilities: Reserved matters**

(1) Construction of Work No. 5~~,~~ must not commence until details of the layout, scale and external appearance of ~~those buildings and associated~~ the landscape works have been submitted to and approved by East Suffolk Council.

(2) The details referred to in paragraph (1) must be in general accordance with Proposed Site Plan Leiston Leisure Centre Phase (PDB17-033-06-02-P1).

(3) Work No. 5 must be carried out in accordance with the approved details.

~~12B~~19 **Main development site: Marine infrastructure**

(1) Construction of Work No. ~~1A(m~~1A(l) (permanent beach landing facility), Work

No. ~~1A(n~~1A(m) (soft coastal defence feature), Work No. ~~1A(o) (~~1A(n) (permanent hard coastal defence feature, preceded by a temporary hard coastal defence feature) and Work No. ~~1A(bb~~1A(aa) (temporary marine bulk import facility) must not commence until details of the layout, scale and external appearance of that work have been submitted to and approved by East Suffolk Council in consultation with the Marine Management Organisation and the Environment Agency~~(42).~~.

(2) The details referred to in paragraph (1) must:

(i) be in general accordance with the design principles set out in Chapter 5 of the Main Development Site Design and Access Statement;

(ii) be in accordance with the Main Development Site Operational Parameter Plan – Operational Platform (SZC-SZC100-XX-100-DRW-100043); and

(iii) include a monitoring and adaptive sea defence plan that sets out the periodic monitoring proposals for the sea defence features~~-~~, their effects on coastal processes and the trigger point for when the crest height of the sea defence would need to be increased to 16.9m (AOD).

(3) Work No. ~~1A(m~~1A(l) (permanent beach landing facility), Work No. ~~1A(n~~1A(m) (soft coastal defence feature), Work No. ~~1A(o) (~~1A(n) (permanent hard coastal defence feature, preceded by a temporary hard coastal defence feature), ~~Work No. 1A~~ and Work No ~~1A(bb~~1A(aa) (temporary marine bulk import facility) must be carried out in accordance with the approved details.

~~12C~~20 **Main development site: SSSI Crossing**

(1) Unless otherwise approved by East Suffolk Council in consultation with the Environment Agency, the temporary element of Work No. 1A(k) (permanent SSSI Crossing preceded by a temporary crossing) must be built ~~in general accordance with Chapter 5 of the Design and Access Statement and~~ in accordance with the following details:

(a) Main Development Site SSSI Crossing (SZC Construction) (July 2021) (Drawing Ref: SZC-SZ0100-XX-000-DRW-100207); and

(b) Main Development Site SSSI Crossing (Bailey Bridge Stage) (July 2021) (Drawing Ref: SZC-SZ0100-XX-000-DRW-100209).

(2) Construction of the permanent element of Work No. ~~1A(l~~1A(k) (SSSI Crossing) must not commence until details of the layout, scale and external appearance have been submitted to and approved by East Suffolk Council, following consultation with the Environment Agency and Natural England. The details must:

(a) be in general accordance with ~~the~~ Chapter 5 of the Main Development Site Design and Access Statement and Main Development Site SSSI Crossing (SZC Operational) (July 2021) (Drawing Ref: SZC-SZ0100-XX-000-DRW-100205);

(b) include layout and scale which has:

(i) a crest no lower than 8.6m (AOD);

(ii) a soffit no lower than 6.8m (AOD) at its intersection with the Leiston Drain; and

(iii) a single span no wider than 15m.

(c) include a flood risk monitoring and adaptive defence plan that sets out the periodic monitoring proposals for the SSSI Crossing and the trigger point for when the crest height of the SSSI Crossing would need to be increased to 10.5m (AOD)~~.~~; and

(d) a timetable for the works, including a timetable for the return of temporary SSSI land.

(3) Work No. ~~1A(l~~1A(k) (SSSI Crossing) must be carried out in accordance with the approved details.

~~12D~~21 **Main development site: Sizewell Marshes SSSI Method Statements**

(1) Construction works within the Sizewell Marshes SSSI must not ~~commence~~ be carried out until details of working methods within the relevant part of the Sizewell Marshes SSSI land ~~needed~~ required temporarily have been submitted to and approved by East Suffolk Council, following consultation with the Environment Agency and

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~~42() Amendments subject to ongoing discussions with ESC and MMO.~~

Natural England. The method statements must be prepared in general accordance with Figure 3D.29 of the Construction Method Statement.

(2) Construction works within the Sizewell Marshes SSSI must be carried out in accordance with the details approved pursuant to paragraph (1).

~~13~~22 **Main development site: Ancillary structures, other buildings and plant**

(1) Work No. 1A ~~(h~~(h)(ii) to (k), Work No. 1A ~~(~~p), Work No. 1A ~~(~~r) and Work No. 1D (h) to (i) or Work No. 1E ~~(~~g) to (h) as the case may be ~~-~~, must be carried out in ~~general~~ accordance with the detailed design principles set out in ~~chapter~~ Chapter 5 of the Main Development Site Design and Access Statement and in accordance with the following Parameter Plans:

(i) Main Development Site Operational Parameter Plan - Operational Platform (SZC-SZ0100-XX-100-DRW-100043);

(ii) Main Development Site Operational Parameter Plan - Upper Abbey Farm and surrounding area (SZC-SZ0100-XX-100-DRW-100047); and

(iii) Main Development Site Operational Parameter Plan - SZB Relocated Facilities and National Grid Land (SZC-SZ0100-XX-100-DRW-100048).

~~13A~~23 **Main development site: Highway works**

(1) Construction of any part of Work No. ~~1A(gg~~1A(ff) to (~~ii~~hh), Work No.1B and Work No. 1C must not be commenced until details of the layout and highway alignment, including details of the surface and foul water drainage system for that part have been submitted to and approved by Suffolk County Council.

(2) The layout and highway alignment details referred to in paragraph (1) must be in accordance with the plans listed in Schedule 7 (Approved plans), within the limits of deviation shown on the relevant plans set out in Schedule 4~~(Works~~ (Works Plans~~-~~) and in general accordance with Chapter 5 of the Main Development Site Design and Access Statement unless otherwise agreed with Suffolk County Council.

(3) The details of the surface and foul water drainage system referred to in paragraph (1) must be based on sustainable drainage principles and be in accordance with the ~~Drainage Strategy~~final drainage strategy approved pursuant to Requirement 5, unless otherwise agreed with Suffolk County Council.

(4) Work No. 1A(ff) to (hh), Work No. 1B and Work No. 1C must be carried out in accordance with the approved details.

~~14~~24 **Main development site: Landscape works**

(1) No part of Work ~~1A must~~ No. 1A may be commenced until an advanced landscape scheme, including an implementation timetable and the construction measures set out in table 6.1 of the Outline Landscape and Ecology Management Plan, has been submitted to and approved by ~~ESC~~East Suffolk Council. The advanced landscape scheme must be implemented as approved.

(2) Within six months of Unit 1 or Unit 2 (comprising Work No. 1A(a)), whichever is earlier, commencing operation~~-~~, a landscape and ecology scheme for the landscape restoration area ~~shall~~ must be submitted for approval by East Suffolk Council. The landscape and ecology scheme must be prepared in general accordance with the detailed design principles set out in ~~chapter~~ Chapter 5 and ~~chapter~~ Chapter 8 of the Main Development Site Design and Access Statement, and must include details of proposed landscape and ecology works, including—

(i) soft landscape details;

(ii) hard surfacing materials;

(iii) proposed finished ground levels;

(iv) vehicular and pedestrian access, parking and circulation areas;

(v) street furniture, landscape maintenance buildings, refuse storage structure or other structures;

(vi) an implementation timetable for the works;

(vii) a landscape and ecology management plan which will be prepared in general accordance with the measures set out in the Outline Landscape and Ecology Management Plan.

(2) The landscape and ecology restoration works must be carried out and maintained in accordance with the approved landscape and ecology scheme referred to in paragraph (1) and in accordance with appropriate British Standards.

~~14A~~25 **Main development site: Fen meadow**

(1) Vegetation clearance within Sizewell Marshes SSSI must not be carried out until:

(i) a fen meadow plan for the development of fen meadow at Work No. 6 and 7 has been submitted to and approved by East Suffolk Council, in consultation with ~~the relevant Statutory Nature Conservation Body~~Natural England; and

(ii) a fen meadow plan for the development of fen meadow at Work No. 18 has been submitted to and approved by Suffolk County Council in its capacity as ~~Lead Local Flood Authority and drainage~~ local planning authority on behalf of West Suffolk Council in consultation with West Suffolk Council and ~~the relevant Statutory Nature Conservation Body~~Natural England.

(2) The fen meadow plans must be developed in general accordance with the Fen Meadow Strategy and the Draft Fen Meadow Plan and include details of proposed works, including—

(i) landscape and planting details;

(ii) water management measures; and

(iii) an implementation timetable for the works.

(3) Work No. 6, Work No. 7 and Work No. 18 must be carried out in accordance with the relevant approved fen meadow ~~plan~~plans.

~~14B~~26 **Main development site: Wet woodland**

(1) Vegetation clearance within Sizewell Marshes SSSI must not be carried out until a wet woodland plan for the development of wet woodland has been submitted to and approved by East Suffolk Council, in consultation with ~~the relevant Statutory Nature Conservation Body~~Natural England. The wet woodland plan must be developed in general accordance with the Wet Woodland Strategy and the Draft Wet Woodland Plan and include details of proposed works, including—

(i) landscape and planting details;

(ii) water management measures; and

(iii) an implementation timetable for the works.

(2) The wet woodland plan must be implemented as approved.

~~14C~~27 **Main development site: Marsh harrier**

(1) No part of Work No. 1A may be carried out until a marsh harrier implementation plan for the establishment of marsh harrier compensation has been submitted to and approved by East Suffolk Council, following consultation with Natural England. The marsh harrier implementation plan must be in general accordance with [the Westleton Marsh Harrier Compensatory Habitat ~~Report~~ Strategy and] the On-site Marsh Harrier Compensatory Habitat ~~Report~~ Strategy and include details of the proposed works including:

(i) landscape and planting details;

(ii) any relevant water management measures;

(iii) monitoring and management measures; and

(iv) an implementation timetable for the works

(2) The marsh harrier implementation plan must be implemented as approved.

~~15~~28 **Main development site: Permanent operational lighting**

External lighting at the permanent development site must be installed, operated and maintained throughout the operational life of Work No.1 in accordance with the controls and limits set out in section 1.4 of the Lighting Management Plan, save to the extent that alternative details are submitted to and approved by East Suffolk Council, in consultation with ~~the relevant Statutory Nature Conservation Body~~Natural England.

~~16~~29 **Main development site: Removal and reinstatement**

Following completion of the SZC construction works, all temporary buildings, structures, plant and equipment required for construction, including Work No.3 (accommodation campus) ~~and~~ , Work No. ~~1A(bb~~1A(aa) (temporary marine bulk

import facility) and Work No. 1A(ii) (temporary desalination plant), must be removed, and landscape restoration works implemented in accordance with the details approved ~~for~~ pursuant to requirement ~~14~~24.

~~17~~30 **Accommodation campus: Buildings and structures**

(1) Work No. 3 (accommodation campus) must not be commenced until a statement of compliance demonstrating how the detailed design principles in Table A.1 of the Main Development Site Design and Access Statement ~~has~~ , Main Development Site Construction Parameter Plan (SZC-SZ0100-000-DRW-100046) and any feedback from the Design Review Panel, have been incorporated into the relevant buildings, structures or works has been submitted to and approved by East Suffolk Council.

(2) Work No. 3 (accommodation campus) must be carried out in accordance with the ~~detailed design principles set out in Table A.1 of the Main Development Site Design and Access Statement and in accordance with Main Development Site Construction Parameter Plan (SZC-SZ0100-000-DRW-100046~~details approved pursuant to paragraph (1), unless otherwise approved by East Suffolk Council.

~~18~~31 **Rail infrastructure**

(1) Work No. 4 (rail ~~works~~infrastructure) (save for Work No. 4A(c)) must be carried out in accordance with the plans listed in Schedule 7 (Approved Plans) and in accordance with Table 2.1 and Table 3.8 of the Associated Development Design Principles, save to the extent that alternative plans or details are submitted to and approved by East Suffolk Council

(2) Any alternative plans or details referred to in paragraph (1), must be in general accordance with Table 2.1 and Table 3.8 of the Associated Development Design Principles~~, and within the vertical limits of deviation specified in article 4 of this Order~~.

~~19~~32 **Associated development sites: Site clearance**

(1) Site clearance in respect of Work No. 4 (rail infrastructure), Work No. 9 (northern park and ride), Work No. 10 (southern park and ride), Work No, 11 (two village bypass), Work No. 12 (Sizewell link road), Work No. 13 (freight management facility) and Work No. 14A (Yoxford roundabout and other highway improvement works) must be undertaken in accordance with the following plans:

(i) Green Rail Route Site Clearance Plan (SZC-SZ0701-XX-000-DRW-100184)

(ii) Northern Park and Ride Site Clearance Plan (SZC-SZ0701-XX-000-DRW-100160);

(iii) Southern Park and Ride Site Clearance Plan (SZC-SZ0701-XX-000-DRW-100163);

(iv) Two Village Bypass Site Clearance Plan (1 of 2) (SZC-SZ0701-XX-000-DRW-100168);

(v) Two Village Bypass Site Clearance Plan (2 of 2) (SZC-SZ0701-XX-000-DRW-100169);

(vi) Sizewell Link Road Site Clearance Plan (1 of 4) (SZC-SZ0701-XX-000-DRW-100174);

(vii) Sizewell Link Road Site Clearance Plan (2 of 4) (SZC-SZ0701-XX-000-DRW-100175);

(viii) Sizewell Link Road Site Clearance Plan (3 of 4) (SZC-SZ0701-XX-000-DRW-100176);

(ix) Sizewell Link Road Site Clearance Plan (4 of 4) (SZC-SZ0701-XX-000-DRW-100177);

(x) Freight Management Facility Site Clearance Plan (SZC-SZ0701-XX-000-DRW-100180); and

(xi) Yoxford Roundabout Site Clearance Plan (SZC-SZ0701-XX-000-DRW-100178), save to the extent that alternative plans or details are submitted to and approved by East Suffolk Council.

(2) Any alternative plans or details referred to in paragraph (1) must be in accordance with the measures set out in the Code of Construction Practice.

~~20~~33 **Associated development sites: Buildings, structures and landscape**

(1) Work No. 9 (northern park and ride), Work No. 10 (southern park and ride) and Work No. 13 (freight management facility) must not be commenced until a statement of compliance ~~demonstrate~~ demonstrating how the plans and details of the relevant building, structure or works for that work have incorporated the relevant tables in the Associated Development Design Principles as set out in paragraph (2), has been submitted to and approved by East Suffolk Council.

(2) The relevant tables in the Associated Development Design Principles are as follows:

(i) for Work No. 9 (northern park and ride), Table 2.1 and Table 3.1;

(ii) for Work No. 10 (southern park and ride), Table 2.1 and Table 3.2; and

(iii) for Work No. 13 (freight management facility), Table 2.1 and Table 3.3.

(3) Work No. 9 (northern park and ride), Work No. 10 (southern park and ride) and Work No. 13 (freight management facility) must be carried out in accordance with the ~~plans listed in Schedule 6 (Parameter Plans) and Schedule 7 (Approved Plans) and the~~ details approved pursuant to paragraph (1), save to the extent that alternative plans or details relating to siting, scale or appearance are submitted to and approved by East Suffolk Council.

(4) Any alternative plans or details referred to in paragraph (3), must be in accordance with the plans listed ~~t~~ in Schedule 6 (Parameter Plans) and in general accordance with the relevant sections of the Associated Development Design Principles as set out in paragraph (2).

~~21~~34 **Highway access**

(1) Work No. 1D(e) (outage car park) must not be brought into use until Work No. 1D(i) (~~related highway works~~outage car park access roads) is open for public use.

(2) Work No. 9(a) (northern park and ride) must not be brought into use until Work No. 9(b) (~~related~~ highway works related to northern park and ride) is open for public use.

(3) Work No. 10(a) (southern park and ride) must not be brought into use until Work No. 10(b) (~~related~~ highway works related to southern park and ride) is open for public use.

(4) Work No. 13(a) (freight management facility) must not be brought into use until Work No. 13(b) (~~related~~ highway works related to freight management facility) is open for public use.

~~22~~35 **Highway works**

(1) Construction of any part of Work Nos. 4A(c) (temporary realignment of Buckleswood Road), 9(b) (highway works related to northern park and ride), 10(b) (highway works related to southern park and ride), 11 (two village bypass), 12 (Sizewell link road), 13(b) (highway works related to freight management facility), 14 (Yoxford roundabout), 15, 16 and 17 (other highway improvements) must not be commenced until details of the layout and highway alignment, including details of the surface and foul water drainage system for that part have been submitted to and approved by Suffolk County Council in consultation with the Environment Agency.

(2) The layout and highway alignment details referred to in paragraph (1) must be in accordance with the plans listed in Schedule 7 (Approved Plans) and in general accordance with the relevant tables in the Associated Development Design Principles ~~and (in respect of Work No. 11 and Work No. 12) within the vertical limits of deviation specified in article 4 of this Order~~, unless otherwise agreed with Suffolk County Council.

(3) The drainage details referred to in paragraph (1) must be based on sustainable drainage principles and be in accordance with the ~~Drainage Strategy~~final drainage strategy approved pursuant to Requirement 5.

(4) The relevant tables in the Associated Development Design Principles referred to in paragraph (2) are as follows:

(i) for Work No. 4A(c) (temporary realignment of Buckleswood Road), Table 2.1 and Table 3.8;

(ii) for Work No. 9(b) (highway works related to northern park and ride), Table 2.1 and Table 3.1;
(iii) for Work No. 10(b) (highway works related to southern park and ride), Table 2.1 and Table 3.2;
(iv) for Work No. 11 (two village bypass), Table 2.1 and Table 3.4;
(v) for Work No. 12 (Sizewell link road), Table 2.1 and Table 3.5;
(vi) for Work No. 13(b) (highway works related to freight management facility), Table 2.1 and Table 3.3;
(vii) for Work No. 14 (Yoxford roundabout), Table 2.1 and Table 3.6; and
(viii) for Work Nos. 15, 16 and 17 (other highway improvements), Table 2.1 and Table 3.7;
(5) Work Nos. 4A(c) (temporary realignment of Buckleswood Road), 9(b) (highway works related to northern park and ride), 10(b) (highway works related to southern park and ride), 11 (two village bypass), 12 (Sizewell link road), 13(b) (highway works related to freight management facility), 14 (Yoxford roundabout), 15, 16 and 17 (other highway improvements) must be carried out in accordance with the approved details.

~~22A~~36 **Associated developments: Highway landscape works**

(1) Work No. 11, Work No. 12 and Work No. ~~12~~ 14B must not be commenced until details of the landscape works for that work have, following consultation with Suffolk County Council regarding any proposals within the proposed highway boundary, been submitted to and approved by East Suffolk Council, following consultation with the Environment Agency.
(2) The details referred to in paragraph (1) must be in general accordance with the Associated Development Design Principles and in accordance with the Approved Plans (Schedule 7), unless otherwise agreed by East Suffolk Council.
(3) Landscape works must be carried out in accordance with the approved details.
(4) Landscape works in relation to Work No. 11 must be managed in accordance with the Two Village Bypass Landscape and Ecology Management Plan, unless otherwise agreed with East Suffolk Council.
(5) Landscape works in relation to Work No. 12 must be managed in accordance with the Sizewell Link Road Landscape and Ecology Management Plan, unless otherwise agreed with East Suffolk Council.

~~23~~37 **Associated developments: Landscape planting**

If any tree or shrub is removed, dies or becomes seriously damaged or diseased within five years of planting as part of Work No. 9, 10, 11, 12, 13 or 14 it must be replaced with suitable replacement plants or trees to the specification referred to in the Associated Developments Design Principles during the next available planting season.

~~24~~38 **Associated development sites: Removal and reinstatement**

(1) Within 12 months of the completion of the SZC construction works, Work No. 9 (northern park and ride including highway works), Work No. 10 (southern park and ride including highway works), Work No. 13 (freight management facility including highway works), Work No. 4B (green rail route), and Work No. 4D (rail spur) must be demolished.
(2) ~~A~~ Within 12 months of the completion of the SZC construction works, an Associated Development land restoration scheme for the land restoration works must be submitted to and approved by East Suffolk Council, which must include a timetable for the removal and reinstatement works.
(3) All materials resulting from the demolition of the above Works must be removed from the relevant Work, and the land restored to a condition suitable for agricultural use and in accordance with the details approved pursuant to paragraph (2).

~~25~~39 **Rail noise**

(1) The undertaker must not operate freight trains along Work No. 4 (rail infrastructure) until a rail noise mitigation plan has, following consultation with Network Rail, been submitted to and approved by East Suffolk Council.

(2) The rail noise mitigation plan submitted for approval under paragraph (1) must be in general accordance with the Draft Rail Noise Mitigation Plan and must set out how rail noise and vibration would be mitigated, including through alternative operating procedures and any additional mitigation measures.

(3) The approved strategy referred to in paragraph (2) must be implemented for the duration of the operation of freight trains along Work No. 4~~.~~ (rail infrastructure).

40 **Operational noise**

When measured at the façade of any dwelling, legally in existence at the date on which this Order is made, between 23:00 and 07:00 hours, operational noise from the power station must not exceed 45dB LAeq,1hr.

SCHEDULE 3

Article 2

Land Plans

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
Key plans				
SZC/LP/KEY_PLAN-OVERVIEW	04	Land Plans: Key Plan Overview	1:125,000	A1
SZC/LP/KEY_PLAN_1	04	Land Plans: Key Plan 1	1:35,000	A1
SZC/LP/KEY_PLAN_2	02	Land Plans: Key Plan 2	1:35,000	A1
SZC/LP/KEY_PLAN_3	02	Land Plans: Key Plan	1:35,000	A1
Main development site and rail				
SZC/LP/1	02	Main development site and rail: Land Plan – Sheet 1 of 28	1:2,500	A1
SZC/LP/2	02	Main development site and rail: Land Plan – Sheet 2 of 28	1:2,500	A1
SZC/LP/3	02	Main development site and rail: Land Plan – Sheet 3 of 28	1:2,500	A1
SZC/LP/4	02	Main development site and rail: Land Plan – Sheet 4 of 28	1:2,500	A1
SZC/LP/5	03	Main development site and rail: Land Plan – Sheet 5 of 28	1:2,500	A1
SZC/LP/6	02	Main development site and rail: Land Plan – Sheet 6 of 28	1:10,000	A1
SZC/LP/7	02	Main development site and rail: Land Plan – Sheet 7 of 28	1:2,500	A1
SZC/LP/8	02	Main development site and rail: Land Plan – Sheet 8 of 28	1:2,500	A1
SZC/LP/9	02	Main development site and rail: Land Plan – Sheet 9 of 28	1:2,500	A1
SZC/LP/10	03	Main development site and rail: Land Plan – Sheet 10 of 28	1:2,500	A1
Sports facilities				
SZC/LP/11	02	Sports facilities: Land Plan – Sheet 11 of 28	1:1250	A1
Fen meadows and marsh harrier habitat				
SZC/LP/12	03	Fen meadow (Halesworth): Land Plan – Sheet 12 of 28	1:1250	A1
SZC/LP/13	03	Fen meadow (Benhall): Land Plan – Sheet 13 of 28	1:2,500	A1
SZC/LP/28	01	Fen meadow (Pakenham) Land Plans – Sheet 28 of 28	1:2,500	A1
SZC/LP/14	03	Marsh harrier habitat: Land Plan – Sheet 14 of 28	1:2,500	A1
Park and ride sites				
SZC/LP/15	02	Northern park and ride: Land Plan – Sheet 15 of 28	1:2,500	A1
SZC/LP/16	02	Southern park and ride: Land Plan – Sheet 16 of 28	1:2,500	A1

Two village bypass				
SZC/LP/17	03	Two village bypass: Land Plan – Sheet 17 of 28	1:2,500	A1
SZC/LP/18	03	Two village bypass: Land Plan – Sheet 18 of 28	1:2,500	A1
Sizewell link road				
SZC/LP/19	03	Sizewell link road: Land Plan – Sheet 19 of 28	1:2,500	A1
SZC/LP/20	03	Sizewell link road: Land Plan – Sheet 20 of 28	1:2,500	A1
SZC/LP/21	03	Sizewell link road: Land Plan – Sheet 21 of 28	1:2,500	A1
SZC/LP/22	04	Sizewell link road: Land Plan – Sheet 22 of 28	1:2,500	A1
Freight management facility				
SZC/LP/23	02	Freight management facility: Land Plan – Sheet 23 of 28	1:1,250	A1
Yoxford roundabout and other highway improvement works				
SZC/LP/24	02	Yoxford roundabout: Land Plan – Sheet 24 of 28	1:1,250	A1
SZC/LP/25	02	A12/B1119 junction at Saxmundham: Land Plan – Sheet 25 of 28	1:1,250	A1
SZC/LP/26	02	A1094/B1069 junction south of Knodishall: Land Plan – Sheet 26 of 28	1:2,500	A1
SZC/LP/27	02	A12/A144 junction south of Bramfield: Land Plan – Sheet 27 of 28	1:1,250	A1

SCHEDULE 4

Article 2

Works Plans

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
Key plans				
SZC-SZ0204-XX-000-DRW-100479	04	Works Plans Overview	1:125000	A1
SZC-SZ0204-XX-000-DRW-100480	04	Works Plans Key Plan 1	1:40000	A1
SZC-SZ0204-XX-000-DRW-100481	02	Works Plans Key Plan 2	1:40000	A1
SZC-SZ0204-XX-000-DRW-100514	~~02~~03	Works Plans Key Plan 3	1:40000	A1
SZ/WP/01	06	Main development site and rail - Key Plan 3	1:10000	A0
SZ/WP/02	~~02~~04	Main development site and rail - Key Plan 4	1:10000	A0
Main development site and rail				
SZ/WP/03	05	Main development site and rail: Works Plan - Sheet 1 of 28	1:2500	A0
SZ/WP/04	05	Main development site and rail: Works Plan - Sheet 2 of 28	1:2500	A0
SZ/WP/05	~~04~~05	Main development site and rail: Works Plan - Sheet 3 of 28	1:2500	A0
SZ/WP/06	04	Main development site and rail: Works Plan - Sheet 4 of 28	1:2500	A0
SZ/WP/07	~~05~~02	Main development site and rail: Works Plan - Sheet 5 of 28	1:3000	A0
SZ/WP/08	~~06~~02	Main development site and rail: Works Plan - Sheet 6 of 28	1:3000	A0
SZ/WP/09	~~03~~05	Main development site and rail: Works Plan - Sheet 7 of 28	1:2500	A0
SZ/WP/10	~~04~~06	Main development site and rail: Works Plan - Sheet 8 of 28	1:2500	A0
SZ/WP/12	02	Main development site and rail: Works Plan - Sheet 9 of 28	1:2500	A0
SZ/WP/13	03	Main development site and rail: Works Plan - Sheet 10 of 28	1:2500	A0
Sports facilities				
SZ/WP/14	02	Sports facilities: Works Plan - Sheet 11 of 28	1:1000	A0
Fen meadows and marsh harrier habitat				
SZ/WP/15	03	Fen meadow (Halesworth): Works Plan - Sheet 12 of 28	1:1000	A0
SZ/WP/16	03	Fen meadow (Benhall): Works Plan - Sheet 13 of 28	1:1000	A0
SZ/WP/17	02	Marsh harrier habitat: Works Plan - Sheet 14 of 28	1:1000	A0
SZ/WP/18	02	Fen meadow (Pakenham)	1:5000	A1

		Works Plans – Sheet 28 of 28		
Park and ride sites				
SZC-SZ0204-XX-000-DRW-100250	03	Northern park and ride: Works Plan - Sheet 15 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100251	03	Southern park and ride: Works Plan - Sheet 16 of 28	1:2500	A1
Two village bypass				
SZC-SZ0204-XX-000-DRW-100252	04	Two village bypass: Works Plan - Sheet 17 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100462	04	Two village bypass: Works Plan - Sheet 18 of 28	1:2500	A1
Sizewell link road				
SZC-SZ0204-XX-000-DRW-100253	05	Sizewell link road: Works Plan - Sheet 19 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100254	05	Sizewell link road: Works Plan - Sheet 20 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100255	05	Sizewell link road: Works Plan - Sheet 21 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100484	05	Sizewell link road: Works Plan - Sheet 22 of 28	1:2500	A1
Freight management facility				
SZC-SZ0204-XX-000-DRW-100261	03	Freight management facility: Works Plan - Sheet 23 of 28	1:2500	A1
Yoxford roundabout and other highway improvement works				
SZC-SZ0204-XX-000-DRW-100256	03	Yoxford roundabout: Works Plan - Sheet 24 of 28	1:1250	A1
SZC-SZ0204-XX-000-DRW-100260	02	A12 / B1119 junction at Saxmundham: Works Plan - Sheet 25 of 28	1:1250	A1
SZC-SZ0204-XX-000-DRW-100258	02	A1094/B1069 junction south of Knodishall: Works Plan - Sheet 26 of 28	1:1250	A1
SZC-SZ0204-XX-000-DRW-100259	03	A12 / A144 junction south of Bramfield: Works Plan - Sheet 27 of 28	1:1250	A1

SCHEDULE 5

Article 2

Rights of Way Plans

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
Key plans				
SZC-SZ0204-XX-000-DRW-100471	04	Rights of Way Plans: Overview	1:100000	A1
SZC-SZ0204-XX-000-DRW-100485	04	Rights of Way Plans: Key Plan 1	1:40000	A1
SZC-SZ0204-XX-000-DRW-100486	02	Rights of Way Plans: Key Plan 2	1:40000	A1
SZC-SZ0704-XX-000-DRW-100513	~~01~~02	Rights of Way Plans: Key Plan 3	1:40,000	A1
Main development site and rail				
SZC-SZ0204-XX-000-DRW-100342	~~02~~03	Main development site and rail: Rights of Way Plan - Sheet 1 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100344	~~05~~06	Main development site and rail: Rights of Way Plan - Sheet 2 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100346	~~04~~05	Main development site and rail: Rights of Way Plan - Sheet 3 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100343	~~02~~03	Main development site and rail: Rights of Way Plan - Sheet 4 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100347	~~03~~05	Main development site and rail: Rights of Way Plan - Sheet 5 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100345	~~03~~04	Main development site and rail: Rights of Way Plan - Sheet 6 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100357	~~02~~03	Main development site and rail: Rights of Way Plan - Sheet 7 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100358	~~02~~03	Main development site and rail: Rights of Way Plan - Sheet 8 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100359	~~02~~03	Main development site and rail: Rights of Way Plan - Sheet 9 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100360	04	Main development site and rail: Rights of Way Plan - Sheet 10 of 28	1:2500	A1
Sports facilities				
SZC-SZ0204-XX-000-DRW-100418	~~02~~03	Sports facilities: Rights of Way Plan - Sheet 11 of 28	1:1250	A1
Fen meadows and marsh harrier habitat				
SZC-SZ0204-XX-000-DRW-100483	03	Fen meadow (Halesworth): Rights of Way Plan - Sheet 12	1:1250	A1

		of 28		
SZC-SZ0204-XX-000-DRW-100417	03	Fen meadow (Benhall): Rights of Way Plan - Sheet 13 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100355	02	Fen meadow (Pakenham): Rights of Way Plans – Sheet 28 of 28	1:5000	A1
SZC-SZ0204-XX-000-DRW-100419	~~02~~03	Marsh harrier habitat: Rights of Way Plan - Sheet 14 of 28	1:2500	A1
~~SZC-SZ0204-XX-000-DRW-100352~~	~~01~~	~~Pakenham Fen Meadow Rights of Way Plans – Sheet 28 of 28~~	~~1:5000~~	~~A1~~
Park and ride sites				
SZC-SZ0204-XX-000-DRW-100334	~~03~~04	Northern Park and Ride: Rights of Way Plan - Sheet 15 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100335	02	Southern park and ride: Rights of Way Plan - Sheet 16 of 28	1:2500	A1
Two village bypass				
SZC-SZ0204-XX-000-DRW-100336	~~05~~06	Two village bypass: Rights of Way Plan - Sheet 17 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100337	~~05~~06	Two village bypass: Rights of Way Plan - Sheet 18 of 28	1:2500	A1
Sizewell link road				
SZC-SZ0204-XX-000-DRW-100338	~~03~~04	Sizewell link road: Rights of Way Plan - Sheet 19 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100339	~~04~~05	Sizewell link road: Rights of Way Plan - Sheet 20 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100340	~~04~~06	Sizewell link road: Rights of Way Plan - Sheet 21 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100341	~~05~~06	Sizewell link road: Rights of Way Plan - Sheet 22 of 28	1:2500	A1
Freight management facility				
SZC-SZ0204-XX-000-DRW-100354	~~02~~03	Freight management facility: Rights of Way Plan - Sheet 23 of 28	1:1250	A1
Yoxford roundabout and other highway improvement works				
SZC-SZ0204-XX-000-DRW-100348	~~02~~03	Yoxford roundabout: Rights of Way Plan - Sheet 24 of 28	1:1250	A1
SZC-SZ0204-XX-000-DRW-100353	~~02~~03	A12/B1119 junction at Saxmundham: Rights of Way Plan - Sheet 25 of 28	1:1250	A1
SZC-SZ0204-XX-000-DRW-100350	~~02~~03	A1094/B1069 junction south of Knodishall: Rights of Way Plan - Sheet 26 of 28	1:2500	A1
SZC-SZ0204-XX-000-DRW-100352	~~02~~03	A12 / A144 junction south of Bramfield: Rights of Way Plan - Sheet 27 of 28	1:1250	A1

SCHEDULE 6

Article 2

Parameter Plans

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
Main development site (Work No. 1)				
SZC-SZ0100-XX-100-DRW-100046	06	Main Development Site Construction Parameter Plan – Key Plan	1:5000	A0
SZC-SZ0100-XX-100-DRW-100092	04	Main Development Site Construction Parameter Plan – Sheet 1 of 4	1:2500	A0
SZC-SZ0100-XX-100-DRW-100093	05	Main Development Site Construction Parameter Plan – Sheet 2 of 4	1:2500	A0
SZC-SZ0100-XX-100-DRW-100094	03	Main Development Site Construction Parameter Plan – Sheet 3 of 4	1:2500	A0
SZC-SZ0100-XX-100-DRW-100095	05	Main Development Site Construction Parameter Plan – Sheet 4 of 4	1:2500	A0
SZC-SZ0100-XX-100-DRW-100283	01	Main Development Site Operational Parameter Plan Parameter Heights	N/A	N/A
SZC-SC0100-XX-100-DRW-100050	04	Main Development Site Operational Parameter Plan – Key Plan	1:5000	A0
SZC-SZ0100-XX-100-DRW-100043	04	Main Development Site Operational Parameter Plan - Operational Platform Sheet 1 of 4	1:2000	A0
SZC-SZ0100-XX-100-DRW-100047	04	Main Development Site Operational Parameter Plan - Upper Abbey Farm and surrounding area – Sheet 2 of 4	1:2500	A0
SZC-SZ0100-XX-100-DRW-100048	03	Main Development Site Operational Parameter Plan - SZB Relocated Facilities & National Grid Land – Sheet 3 of 4	1:1000	A0
SZC-SZ0100-XX-100-DRW-100127	02	Main Development Site Operational Parameter Plan – Bat Barn – Sheet 4 of 4	1:500	A0
Northern park and ride (Work No. 9)				
SZC-SZ0204-FP-000-DRW-100047	02	Northern Park and Ride Proposed Parameter Plan	1:2000	A1
Southern park and ride (Work No. 10)				
SZC-SZ0204-FP-000-DRW-100056	02	Southern Park and Ride Proposed Parameter Plan	1:2000	A1
Freight management facility (Work No. 13)				
SZC-SZ0204-FP-000-	01	Freight Management Facility	1:1250	A1

DRW-100034		Proposed Parameter Plan		

SCHEDULE 7

Article 2

Approved Plans

PART 1

Main development site and marine works – Work Nos. 1, 2 and 3

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
Landscape Plans				
SZC-SZ0701-XX-000-DRW-100133	05	Main Development Site Landscape Retention Plan – Key Plan	1:5000	A0
SZC-SZ0701-XX-000-DRW-100148	04	Main Development Site Landscape Retention Plan – Sheet 1 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100149	03	Main Development Site Landscape Retention Plan – Sheet 2 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100150	03	Main Development Site Landscape Retention Plan – Sheet 3 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100151	03	Main Development Site Landscape Retention Plan – Sheet 4 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100134	05	Main Development Site Clearance Plan – Key Plan	1:5000	A0
SZC-SZ0701-XX-000-DRW-100152	04	Main Development Site Clearance Plan – Sheet 1 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100153	03	Main Development Site Clearance Plan – Sheet 2 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100154	03	Main Development Site Clearance Plan – Sheet 3 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100155	~~05~~03	Main Development Site Clearance Plan – Sheet 4 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-10045	~~03~~02	Important Hedgerow Removal – Key Plan	1:5000	A0
SZC-SZ0701-XX-000-DRW-100156	02	Improvement Hedgerow Removal Plan – Sheet 1 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100157	02	Important Hedgerow Removal Plan – Sheet 2 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100158	02	Important Hedgerow Removal Plan – Sheet 3 of 4	1:2500	A0
SZC-SZ0701-XX-000-DRW-100159	02	Important Hedgerow Removal Plan – Sheet 4 of 4	1:2500	A0
Site Layout Plan				
SZC-SZ0100-XX-100-DRW-100089	02	Main Development Site Main Platform Proposed General Arrangement (Operational)	1:1250	A0
Nuclear Island (Unit 1)				

Unit 1: Reactor Building (Work No 1A(a)(i))/ Fuel Building (Work No 1A(a)(ii)/ Fuel Building Hall(Work No 1A(a)(iii)) / Boron Storage Building (Work No 1A(a)(iv)) / Safeguard Buildings (Work No 1A(a)(v)) / Nuclear Auxiliary Building (Work No 1A(a)(vi)) / Access Tower (Work No 1A(a)(viii))				
SZC-SZ0701-XX-000-DRW-100078	02	Roof Plan	1:200	A0
SZC-SZ0701-XX-000-DRW-100079	02	West & North Elevations	1:200	A0
SZC-SZ0701-XX-000-DRW-100080	02	East & South Elevations	1:200	A0
Unit 1: Radioactive Waste Storage Building (Work No 1A(a)(ix)) / Radioactive Waste Process Building (Work No 1A(a)(x))				
SZC-SZ0701-XX-000-DRW-100081	02	Roof Plan	1:200	A1
SZC-SZ0701-XX-000-DRW-100082	02	Elevations	1:200	A1
Unit 1: Hot Laundry Building (Work No 1A(a)(xii))/ Hot workshop / Hot warehouse / Facilities for Decontamination (Work No 1A(a)(xiii)) / Effluent Tanks and Refuelling Water Storage Tank (Work No 1A(a)(xiv))				
SZC-SZ0701-XX-000-DRW-100083	02	Roof Plan	1:200	A1
SZC-SZ0701-XX-000-DRW-100084	02	Elevations	1:200	A1
Unit 1: Emergency Diesel Generator Building – A (Work No 1A(a)(xv))/ Cooling Water Discharge Weir Building (Type 2) (Work No 1A(a)(xvii))				
SZC-SZ0701-XX-000-DRW-100085	02	Roof Plan	1:200	A1
SZC-SZ0701-XX-000-DRW-100086	02	Elevations	1:200	A1
Unit 1: Emergency Diesel Generator Building – B (Work No 1A(a)(xv))/ Cooling Water Discharge Weir Building (Type 1) (Work No 1A(a)(xvi))				
SZC-SZ0701-XX-000-DRW-100087	02	Roof Plan	1:200	A1
SZC-SZ0701-XX-000-DRW-100088	02	Elevations	1:200	A1
Nuclear Island (Unit 2)				
Unit 2: Reactor Building (Work No 1A(a)(i))/ Fuel Building (Work No 1A(a)(ii)/ Fuel Building Hall(Work No 1A(a)(iii)) / Boron Storage Building (Work No 1A(a)(iv)) / Safeguard Buildings (Work No 1A(a)(v)) / Nuclear Auxiliary Building (Work No 1A(a)(vi)) / Access Tower (Work No 1A(a)(viii))				
SZC-SZ0701-XX-000-DRW-100089	02	Roof Plan	1:200	A0
SZC-SZ0701-XX-000-DRW-100090	02	West & North Elevations	1:200	A0
SZC-SZ0701-XX-000-DRW-100091	02	East & South Elevations	1:200	A0
Unit 2: Radioactive Waste Treatment Building (Work No 1A(a)(xi))				
SZC-SZ0701-XX-000-DRW-100092	02	Roof Plan	1:100	A1
SZC-SZ0701-XX-000-DRW-100093	02	Elevations	1:100	A1
Unit 2: Emergency Diesel Generator Building – C (Work No 1A(a)(xv))/ Cooling Water Discharge Weir Building (Type 2) (Work No 1A(a)(xvii))				
SZC-SZ0701-XX-	02	Roof Plan	1:200	A1

000-DRW-100096				
SZC-SZ0701-XX-000-DRW-100097	02	Elevations	1:200	A1
Unit 2: Emergency Diesel Generator Building – D (Work No 1A(a)(xv))/ Cooling Water Discharge Weir Building (Type 1) (Work No 1A(a)(xvi))				
SZC-SZ0701-XX-000-DRW-100098	02	Roof Plan	1:200	A1
SZC-SZ0701-XX-000-DRW-100099	02	Elevations	1:200	A1
Conventional Island (Unit 1)				
Unit 1: Turbine Hall (Work No 1A(b)(i))				
SZC-SZ0701-XX-000-DRW-100100	02	Roof Plan, East & West Elevations	1:200	A0
SZC-SZ0701-XX-000-DRW-100101	02	North & South Elevations	1:200	A0
Unit 1: Conventional Island Electrical Building (Work No 1A(b)(iii))				
SZC-SZ0701-XX-000-DRW-100104	02	Roof Plan	1:100	A1
SZC-SZ0701-XX-000-DRW-100105	02	West Evaluations	1:100	A1
SZC-SZ0701-XX-000-DRW-100106	02	South & East Elevations	1:100	A1
Unit 1: Gas Insulated Switch Gear Building (Work No 1A(b)(iv)) / Main Transformer platform (Work No 1A(b)(v)) / Two Unit Transformer platform (Work No 1A(b)(vi)) / Auxiliary Transformer platform (Work No 1A(b)(vii))				
SZC-SZ0701-XX-000-DRW-100107	02	Roof Plan	1:200	A1
SZC-SZ0701-XX-000-DRW-100108	02	Elevations	1:200	A1
Conventional Island (Unit 2)				
Unit 2: Turbine Hall (Work No 1A(b)(i))				
SZC-SZ0701-XX-000-DRW-100109	02	Roof Plan, East & West Elevations	1:200	A0
SZC-SZ0701-XX-000-DRW-100110	02	North & South Elevations	1:200	A0
Unit 2: Conventional Island Electrical Building (Work No 1A(b)(iii))				
SZC-SZ0701-XX-000-DRW-100113	02	Roof Plan	1:100	A1
SZC-SZ0701-XX-000-DRW-100114	02	West Elevation	1:100	A1
SZC-SZ0701-XX-000-DRW-100115	02	North & East Elevations	1:100	A1
Unit 2: Gas Insulated Switch Gear Building (Work No 1A(b)(iv)) / Main Transformer platform (Work No 1A(b)(v)) / Two Unit Transformer platform (Work No 1A(b)(vi)) / Auxiliary Transformer platform (Work No 1A(b)(vii))				
SZC-SZ0701-XX-000-DRW-100116	02	Roof Plan	1:200	A1
SZC-SZ0701-XX-000-DRW-100117	02	Elevations	1:200	A1
Operations				
Operational Service Centre (Work No 1A(c))				
SZC-SZ0701-XX-000-DRW-100118	01	Roof Plan	1:200	A1
SZC-SZ0701-XX-	01	North & South Elevations	1:200	A1

000-DRW-100119				
SZC-SZ0701-XX-000-DRW-100120	01	East & South Elevations	1:200	A1
Cooling Water Pumphouse & Associated Buildings (Unit 1)				
Unit 1: Cooling Water Pumphouse (Work No 1A(e)(i)) / Forebay (Work No 1A(e)(ii)) / Outfall Pond Building (Work No 1A(e)(iii)) / Filtering Debris Recovery Pit (Work No 1A(e)(iv))				
SZC-SZ0701-XX-000-DRW-100121	02	Roof Plan	1:200	A0
SZC-SZ0701-XX-000-DRW-100122	02	Elevations	1:200	A0
Unit 1: Fire-Fighting Water Distribution Building (Work No 1A(e)(v))				
SZC-SZ0701-XX-000-DRW-100123	02	Roof Plan & Elevations	1:200	A1
Cooling Water Pumphouse & Associated Buildings (Unit 2)				
Unit 2: Cooling Water Pumphouse (Work No 1A(e)(i)) / Forebay (Work No 1A(e)(ii)) / Outfall Pond Building (Work No 1A(e)(iii)) / Filtering Debris Recovery Pit (Work No 1A(e)(iv))				
SZC-SZ0701-XX-000-DRW-100124	02	Roof Plan	1:200	A0
SZC-SZ0701-XX-000-DRW-100125	02	Elevations	1:200	A0
Unit 2: Fire-Fighting Water Distribution Building (Work No 1A(e)(v))				
SZC-SZ0701-XX-000-DRW-100127	02	Roof Plan & Elevations Regulation	1:200	A1
Pylons				
SZC-SZ0701-XX-000-DRW-100128	~~01~~02	Pylon Arrangement – Plan & Elevation	As indicated	A1
Highways Plans				
SZC-SZ0204-XX-000-DRW-100504	05	Main Development Site Highway Works Key Plan	1:5000	A1
SZC-SZ0204-XX-000-DRW-100000	02	Main Development Site Highway Works Sheet 1 of 9	1:500	A1
SZC-SZ0204-XX-000-DRW-100104	03	Main Development Site Highway Works Sheet 2 of 9	1:1000	A1
SZC-SZ0204-XX-000-DRW-100105	04	Main Development Site Highway Works Sheet 3 of 9	1:1000	A1
SZC-SZ0204-XX-000-DRW-100106	02	Main Development Site Highway Works Sheet 4 of 9	1:1000	A1
SZC-SZ0204-XX-000-DRW-100110	02	Main Development Site Highway Works Sheet 5 of 9	1:1000	A1
SZC-SZ0204-XX-000-DRW-100111	03	Main Development Site Highway Works Sheet 6 of 9	1:1000	A1
SZC-SZ0204-XX-000-DRW-100114	02	Main Development Site Highway Works Sheet 7 of 9	1:250	A1
SZC-SZ0204-XX-000-DRW-100160	02	Main Development Site Highway Works Sheet 8 of 9	1:250	A1
SZC-SZ0204-XX-000-DRW-100158	01	Main Development Site Highway Works Sheet 9 of 9	1:250	A1
SZB Relocated Facilities (Work No. 1D)				
SZC-SZ0100-XX-000-DRW-100257	01	Proposed Site Layout Plan	1:2500	A1
SZC-SZ0100-XX-DRW-100243	01	Proposed Outage Store Block Plan	1:100	A1
SZC-SZ0100-XX-DRW-100244	01	Proposed Outage Store Roof Plan	1:100	A1

SZC-SZ0100-XX-DRW-100245	01	Proposed Outage Store North Elevation	1:100	A1
SZC-SZ0100-XX-DRW-100246	01	Proposed Outage Store South Elevation	1:100	A1
SZC-SZ0100-XX-DRW-100247	01	Proposed Outage Store East Elevation	1:100	A1
SZC-SZ0100-XX-DRW-100248	01	Proposed Outage Store West Elevation	1:100	A1
SZC-SZ0100-XX-DRW-100249	01	Proposed Training Centre Block Plan	1:200	A1
SZC-SZ0100-XX-DRW-100250	01	Proposed Training Centre Roof Plan	1:200	A1
SZC-SZ0100-XX-DRW-100251	01	Proposed Training Centre North & South Elevations	1:200	A1
SZC-SZ0100-XX-DRW-100252	01	Proposed Training Centre East & West Elevations	1:200	A1
SZC-SZ0100-XX-DRW-100253	01	Coronation Wood Development Area Proposed Site Plan	1:500	A1
SZC-SZ0100-XX-DRW-100254	01	Proposed Coronation Wood Development Landscape Plan	1:1000	A1
SZC-SZ0100-XX-DRW-100255	01	Pillbox Field Proposed Outage Car Park Landscape Plan	1:1000	A1
SZB Relocated Facilities (Work No. 1E)				
SZC-RF0000-XX-000-DRW-100046	01	Proposed Site Layout Plan	1:2500	A1
SZC-RF0000-XX-000-DRW-100048	01	Proposed Outage Store Block Plan	1:100	A1
SZC-RF0000-XX-000-DRW-100054	01	Proposed Outage Store Roof Plan	1:100	A1
SZC-RF0000-XX-000-DRW-100057	01	Proposed Outage Store North Elevation	1:100	A1
SZC-RF0000-XX-000-DRW-100058	01	Proposed Outage Store South Elevation	1:100	A1
SZC-RF0000-XX-000-DRW-100059	01	Proposed Outage Store East Elevation	1:100	A1
SZC-RF0000-XX-000-DRW-100060	01	Proposed Outage Store West Elevation	1:100	A1
SZC-RF0000-XX-000-DRW-100061	01	Proposed Training Centre Block Plan	1:200	A1
SZC-RF0000-XX-000-DRW-100065	01	Proposed Training Centre Roof Plan	1:200	A1
SZC-RF0000-XX-000-DRW-100067	01	Proposed Training Centre North & South Elevations	1:200	A1
SZC-RF0000-XX-000-DRW-100068	01	Proposed Training Centre East & West Elevations	1:200	A1
SZC-RF0000-XX-000-DRW-100070	01	Coronation Wood Development Area Proposed Site Plan	1:500	A1
SZC-RF0000-XX-000-DRW-100073	01	Proposed Car Park Plan	1:1000	A1
SZC-RF0000-XX-000-DRW-100078	~~02~~01	Proposed Outage Laydown Plan	1:500	A1
SZC-RF0000-XX-	01	Proposed Coronation Wood	1:500	A1

000-DRW-100083		Development Area Landscape Plan		
SZC-RF0000-XX-000-DRW-100088	01	Pillbox Field Proposed Landscape Plan	1:1000	A1
SSSI Crossing (Work No. 1A(l))				
SZC-SZ0100-XX-000-DRW-100207	04	Main Development Site SSSI Crossing (SZC Construction)	As indicated	A1
SZC-SZ0100-XX-000-DRW-100209	03	Main Development Site SSSI Crossing (Bailey Bridge Stage)	As indicated	A1
SZC-SZ0100-XX-000-DRW-100205	04	Main Development Site SSSI Crossing (SZC Operational)	As indicated	A1

PART 2

Rail Infrastructure – Work No. 4

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
SZC-SZ0100-XX-000-DRW-100102	04	Main Development Site Temporary Construction Area Key Plan	1:5000	A0
SZC-EW01030-XX-000-DRW-100017	03	Main Development Site Temporary Construction Area Proposed General Arrangement Sheet 1	1:1250	A1
SZC-EW01030-XX-000-DRW-100018	03	Main Development Site Temporary Construction Area Proposed General Arrangement Sheet 2	1:1250	A1
SZC-EW01030-XX-000-DRW-100019	03	Main Development Site Temporary Construction Area Proposed General Arrangement Sheet 3	1:1250	A1
SZC-EW01030-XX-000-DRW-100020	03	Main Development Site Temporary Construction Area Proposed General Arrangement Sheet 4	1:1250	A1
SZC-EW01030-XX-000-DRW-100021	~~02~~03	Land East of Eastlands Industrial Estate – Proposed General Arrangement	1:1250	A1
SZC-SZ0204-XX-000-DRW-100473	03	Green Rail Route Proposed General Arrangement - Key Plan	1:2500	A1
SZC-SZ0204-XX-000-DRW-100133	01	Green Rail Route Proposed General Arrangement Plan Sheet 1 of 2	1:500	A1
SZC-SZ0204-XX-000-DRW-100134	03	Green Rail Route Proposed General Arrangement Plan Sheet 2 of 2	1:500	A1
SZC-SZ0701-XX-000-DRW-100183	03	Green Rail Route Proposed Landscape Masterplan and Finished Levels	1:2500	A1
SZC-SZ0701-XX-	03	Green Rail Route Site	1:2500	A1

000-DRW-100184		Clearance Plan		
SZC-SZ0701-XX-000-DRW-100185	03	Green Rail Route Removal and Reinstatement Plan	1:2500	A1

PART 3

Sports facilities – Work No. 5

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
PDB17-033-06-02-P1	02	Proposed Site Plan Leiston Leisure Centre Phase	1:500 and 1:100 as stated	A1

PART 4

Northern park and ride – Work No. 9

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
SZC-SZ0204-FP-000-DRW-100001	02	Northern Park and Ride Proposed General Arrangement	1:2000	A1
SZC-SZ0701-XX-000-DRW-100160	02	Northern Park and Ride Site Clearance Plan	1:2500	A1
SZC-SX0701-XX-000-DRW-100161	02	Northern Park and Ride Proposed Landscape Masterplan and Finished Levels	1:2500	A1
SZC-SZ0701-XX-000-DRW-100162	02	Northern Park and Ride Removal and Reinstatement Plan	1:2500	A1

PART 5

Southern park and ride – Work No. 10

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
SZC-SZ0204-FP-000-DRW-100009	02	Southern Park and Ride Proposed General Arrangement	1:2000	A1
SZC-SZ0204-XX-000-DRW-100525	02	Southern Park and Ride Highway Proposed General Arrangement Key Plan	1:2000	A1
SZC-SZ0204-XX-000-DRW-100526	02	Southern Park and Ride Highway Proposed General Arrangement Sheet 1 of 3	1:500	A1
SZC-SZ0204-XX-000-DRW-100527	02	Southern Park and Ride Highway Proposed General Arrangement Sheet 2 of 3	1:500	A1
SZC-SZ0204-XX-000-DRW-100528	02	Southern Park and Ride Highway Proposed General Arrangement Sheet 3 of 3	1:500	A1
SZC-SZ0701-XX-000-	02	Southern Park and Ride Site	1:2500	A1

DRW-100163		Clearance Plan		
SZC-SZ0701-XX-000-DRW-100164	02	Southern Park and Ride Proposed Landscape Masterplan and Finished Levels	1:2500	A1
SZC-SC0701-XX-000-DRW-100165	02	Southern Park and Ride Removal and Reinstatement Plan	1:2500	A1

PART 6

Two village bypass – Work No. 11

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
SZC-SZ0701-XX-000-DRW-100166	03	Two Village Bypass Landscape Masterplan and Finished Levels Sheet 1 of 2	1:2500	A1
SZC-SZ0701-XX-000-DRW-100167	03	Two Village Bypass Landscape Masterplan and Finished Levels Sheet 2 of 2	1:2500	A1
SZC-SZ0701-XX-000-DRW-100168	03	Two Village Bypass Site Clearance Plan Sheet 1 of 2	1:2500	A1
SZC-SZ0701-XX-000-DRW-100169	04	Two Village Bypass Site Clearance Plan Sheet 2 of 2	1:2500	A1
SZC-SZ0204-XX-000-DRW-100038	03	Two Village Bypass Proposed General Arrangement and Profiles Sheet 1 of 2	1:2500	A1
SZC-SZ0204-XX-000-DRW-100522	03	Two Village Bypass Proposed General Arrangement Layout and Profiles Sheet 2 of 2	1:2500	A1
SZC-SZ0204-XX-000-DRW-100039	03	Two Village Bypass A12/A1094 Eastern Roundabout Proposed General Arrangement	1:500	A1
SZC-SZ0204-XX-000-DRW-100040	02	Two Village Bypass A12 Western Roundabout Proposed General Arrangement	1:500	A1
SZC-SZ0204-XX-000-DRW-100450	01	Two Village Bypass A12/A1094 Eastern Roundabout Proposed Profiles	1:1000; and 1:200	A1
SZC-SZ0204-XX-000-DRW-100451	01	Two Village Bypass A12 Western Roundabout Proposed Profiles	1:1000; and 1:200	A1
SZC-SZ0204-XX-000-DRW-100452	03	Two Village Bypass Proposed Staggered Junction Plan and Profiles	1:1000	A1
SZC-SZ0204-XX-000-DRW-100293	01	River Alde Overbridge Proposed General Arrangement and Elevation	1:200; and 1:100	A1
SZC-SZ0204-XX-000-DRW-100290	01	Foxburrow Wood Footbridge Proposed General Arrangement and Elevation	1:150	A1

PART 7

Sizewell link road – Work No. 12

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
SZC-SZ0204-XX-000-DRW-100064	04	Sizewell Link Road A12 Junction Proposed General Arrangement	1:1000	A1
SZC-SZ0204-XX-000-DRW-100066	04	Sizewell Link Road B1122 / B1125 Junction Proposed General Arrangement	1:1000	A1
SZC-SZ0204-XX-000-DRW-100067	04	Sizewell Link Road B1122 / Theberton Junction Proposed General Arrangement	1:1000	A1
SZC-SZ0204-XX-000-DRW-100141	~~03~~04	Sizewell Link Road Moat Road Junction Proposed General Arrangement	1:1000	A1
SZC-SZ0204-XX-000-DRW-100140	~~03~~04	Sizewell Link Road Hawthorn Road Junction Proposed General Arrangement	1:1000	A1
SZC-SZ0204-XX-000-DRW-100137	~~03~~04	Sizewell Link Road Fordley Road Junction Proposed General Arrangement	1:1000	A1
SZC-SZ0204-XX-000-DRW-100138	04	Sizewell Link Road Trust Farm Staggered Junction Proposed General Arrangement	1:1000	A1
SZC-SZ0701-XX-000-DRW-100147	04	Sizewell Link Road Proposed Landscape Masterplan and Finished Levels Key Plan	1:10000	A1
SZC-SZ0701-XX-000-DRW-100170	03	Sizewell Link Road Proposed Landscape Masterplan and Finished Levels Sheet 1 of 4	1:2500	A1
SZC-SZ0701-XX-000-DRW-100171	03	Sizewell Link Road Proposed Landscape Masterplan and Finished Levels Sheet 2 of 4	1:2500	A1
SZC-SZ0701-XX-000-DRW-100172	03	Sizewell Link Road Proposed Landscape Masterplan and Finished Levels Sheet 3 of 4	1:2500	A1
SZC-SZ0701-XX-000-DRW-100173	04	Sizewell Link Road Proposed Landscape Masterplan and Finished Levels Sheet 4 of 4	1:2500	A1
SZC-SZ0701-XX-000-DRW-100146	04	Sizewell Link Road Site Clearance Plan Key Plan	1:10000	A1
SZC-SZ0701-XX-000-DRW-100174	03	Sizewell Link Road Site Clearance Plan Sheet 1 of 4	1:2500	A1
SZC-SZ0701-XX-000-DRW-100175	03	Sizewell Link Road Site Clearance Plan Sheet 2 of 4	1:2500	A1
SZC-SZ0701-XX-000-DRW-100176	03	Sizewell Link Road Site Clearance Plan Sheet 3 of 4	1:2500	A1
SZC-SZ0701-XX-000-DRW-100177	03	Sizewell Link Road Site Clearance Plan Sheet 4 of 4	1:2500	A1
SZC-SZ0204-XX-000-DRW-100055	04	Sizewell Link Road Key Plan	1:10000	A1
SZC-SZ0204-XX-000-DRW-100056	04	Sizewell Link Road Proposed General Arrangement and	1:2500	A1

		Profiles Sheet 1 of 5		
SZC-SZ0204-XX-000-DRW-100057	04	Sizewell Link Road Proposed General Arrangement and Profiles Sheet 2 of 5	1:2500	A1
SZC-SZ0204-XX-000-DRW-100058	04	Sizewell Link Road Proposed General Arrangement and Profiles Sheet 3 of 5	1:2500	A1
SZC-SZ0204-XX-000-DRW-100059	04	Sizewell Link Road Proposed General Arrangement and Profiles Sheet 4 of 5	1:2500	A1
SZC-SZ0204-XX-000-DRW-100060	04	Sizewell Link Road Proposed General Arrangement and Profiles Sheet 5 of 5	1:2500	A1
SZC-SZ0204-XX-000-DRW-100065	04	Sizewell Link Road Middleton Moor Junction Proposed General Arrangement	1:2000	A1
SZC-SZ0204-XX-000-DRW-100139	04	Sizewell Link Road Pretty Road Junction and Footbridge Proposed General Arrangement	1:1000	A1
SZC-SZ0204-XX-000-DRW-100299	02	Pretty Road Footbridge Proposed General Arrangement and Elevation	1:125	A1
SZC-SZ0204-XX-000-DRW-100296	02	East Suffolk Line Bridge Proposed General Arrangement and Elevation	1:150	A1

PART 8

Freight management facility – Work No, 13

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
SZC-SZ0204-FP-000-DRW-100026	01	Freight Management Facility Proposed General Arrangement	1:1250	A1
SZC-SZ0701-XX-000-DRW-100180	01	Freight Management Facility Site Clearance Plan	1:1250	A1
SZC-SZ0701-XX-000-DRW-100181	01	Freight Management Facility Proposed Landscape Masterplan and Finished Levels	1:1250	A1
SZC-SZ0701-XX-000-DRW-100182	01	Freight Management Facility Removal and Reinstatement Plan	1:1250	A1

PART 9

Yoxford roundabout and other highway improvement works – Work Nos. 14, 15, 16 and 17

Drawing number	*Rev*	*Drawing Title*	*Scale*	*Paper size*
Yoxford roundabout – Work No. 14				
SZC-SZ0701-XX-000-DRW-100178	02	Yoxford Roundabout Site Clearance Plan	1:1250	A1

SZC-SZ0701-XX-000-DRW-100179	03	Yoxford Roundabout Proposed Landscape Masterplan and Finished Levels	1:1250	A1
SZC-SZ0204-XX-000-DRW-100019	02	Yoxford Roundabout Proposed General Arrangement	1:500	A1
SZC-SZ0204-XX-000-DRW-100020	01	Yoxford Roundabout Proposed Longsections	1:250; and 1:50	
A12/B1119 junction at Saxmundham – Work No. 15				
SZC-SZ0204-XX-000-DRW-100054	02	A12 / B1119 Junction at Saxmundham General Arrangement	1:500	A1
A1094/B1069 junction south of Knodishall – Work No. 16				
SZC-SZ0204-XX-000-DRW-100049	02	A1094 / B1069 Junction South of Knodishall Proposed General Arrangement Sheet 2 of 2	1:500	A1
SZC-SZ0204-XX-000-DRW-100115	02	A1094 / B1069 Junction South of Knodishall Proposed General Arrangement Sheet 1 of 2	1:1250	A1
A12/A144 junction south of Bramfield – Work No. 17				
SZC-SZ0204-XX-000-DRW-100052	01	A12 / A144 Junction South of Bramfield Proposed General Arrangement	1:500	A1

SCHEDULE 8

Article 5

Deemed approval of requirements relating to Sizewell B relocated facilities permission 1 and 2

PART 1

Sizewell B relocated facilities permission 1

(1) Sizewell B relocated facilities permission 1 condition	*(2) Order requirement*
2, 5	~~11~~ 16 (Main development site: Approved buildings, structures and plant)
6	~~9~~ 14 (Main development site: Construction lighting) and ~~15~~ 28 (Main development site: Permanent operational lighting)
18, 19	Requirement ~~5A~~ 6 (Emergency Planning)
15, 22, 23, 25, 26	5 (Project-wide: Surface and foul water drainage)
20, 21	3 (Project wide: Archaeology)
30	~~10~~ 15 (Main development site: Outage car park)

PART 2

Sizewell B relocated facilities permission 2

(1) Sizewell B relocated facilities permission 2 condition	*(2) Order requirement*
2, 5	~~11~~ 16 (Main development site: Approved buildings, structures and plant)
18, 19	Requirement ~~5A~~ 6 (Emergency Planning)
15, 22, 23	5 (Project-wide: Surface and foul water drainage)
20, 21	3 (Project wide: Archaeology)

SCHEDULE 9

Article ~~12~~14

Streets subject to street works

(1) Relevant site	*(2) Streets subject to street works*	*(3) Reference*
Main development site and rail	B1122 Abbey Road	Works Plans – sheet no. 1 Works Plans – sheet no. 3 Works Plans – sheet no. 7 Works Plans – sheet no. 10
Main development site and rail	Eastbridge Road	Works Plans – sheet no. 1 Works Plans – sheet no. 8
Main development site and rail	Lover's Lane	Works Plans – sheet no. 3 Works Plans – sheet no. 7 Works Plans – sheet no. 8 Works Plans – sheet no. 10
Main development site and rail	The Common	Works Plans – sheet no. 3 Works Plans – sheet no. 8
Main development site and rail	Valley Road	Works Plans – sheet no. 3 Works Plans – sheet no. 10
Main development site and rail	King George's Avenue	Works Plans – sheet no. 3 Works Plans – sheet no. 10
Main development site and rail	Sizewell Gap	Works Plans – sheet no. 3 Works Plans – sheet no. 4
Main development site and rail	Sandy Lane	Works Plans – sheet no. 3
Main development site and rail	The Green	Works Plans – sheet no. ~~10 ?~~9
Main development site and rail	B1119 Saxmundham Road	Works Plans – sheet no. 11
Main development site and rail	Station Road	Works Plans – sheet no. 7 Works Plans – sheet no. 10
Main development site and rail	Westward Ho	Works Plans – sheet no. 7 Works Plans – sheet no. 10
Main development site and rail	Buckleswood Road	Works Plans – sheet no. 7 Works Plans – sheet no. 10
Main development site and rail	Aldhurst Farm Road	Works Plans – sheet no. 3 Works Plans – sheet no. 7
Main development site and rail	Buckleswood Lane	Works Plans – sheet no. 10
Northern park and ride	A12	Works Plans – sheet no. 15
Northern park and ride	Willow Marsh Lane	Works Plans – sheet no. 15
Southern park and ride	A12	Works Plans – sheet no. 16
Southern park and ride	B1078 Ashe Road	Works Plans – sheet no. 16
Southern park and ride	B1116 The Street	Works Plans – sheet no. 16
Two village bypass	A12	Works Plans – sheet no. 17 Works Plans – sheet no. 18
Two village bypass	Tinker Brook	Works Plans – sheet no. 17
Two village bypass	Chapel Road	Works Plans – sheet no. 17
Two village bypass	Hill Farm Road	Works Plans – sheet no. 17
Two village bypass	Unnamed Access Road from Hill Farm Road to Farnham Hall	Works Plans – sheet no. 17 Works Plans – sheet no. 18
Two village bypass	A1094 Friday Street	Works Plans – sheet no. 18

Sizewell link road	A12	Works Plans – sheet no. 19
Sizewell link road	Unnamed Access Road from A12 to Kelsale Lodge (Kelsale Lodge access)	Works Plans – sheet no. 19
Sizewell link road	Littlemoor Road	Works Plans – sheet no. 20
Sizewell link road	B1122 Yoxford Road	Works Plans – sheet no. 20
Sizewell link road	Fordley Road	Works Plans – sheet no. 20
Sizewell link road	B1122 Leiston Road	Works Plans – sheet no. 21 Works Plans – sheet no. 22
Sizewell link road	Unnamed Access Road from B1122 to Kelsale Trust Farm (Trust Farm access)	Works Plans – sheet no. 21
Sizewell link road	Hawthorn Road	Works Plans – sheet no. 21
Sizewell link road	Annesons Corner	Works Plans – sheet no. 21
Sizewell link road	B1125 Leiston Road	Works Plans – sheet no. 21
Sizewell link road	Pretty Road	Works Plans – sheet no. 21 Works Plans – sheet no. 22
Sizewell link road	Moat Road	Works Plans – sheet no. 22
Sizewell link road	George Road	Works Plans – sheet no. 22
Sizewell link road	Onner's Lane	Works Plans – sheet no. 22
Freight management facility	Felixstowe Road north of Levington Lane	Works Plans – sheet no. 23
Yoxford roundabout	A12 (Brook Street and Station Road)	Works Plans – sheet no. 24
Yoxford roundabout	B1122 Middleton Road	Works Plans – sheet no. 24
Yoxford roundabout	Middleton Road (Pinn's Piece access)	Works Plans – sheet no. 24
A12 / B1119 Junction at Saxmundham	A12	Works Plans – sheet no. 25
A12 / B1119 Junction at Saxmundham	B1119 Rendham Road	Works Plans – sheet no. 25
A1094/B1069 Junction South of Knodishall	A1094 (Aldeburgh Road and Farnham Road)	Works Plans – sheet no. 26
A1094/B1069 Junction South of Knodishall	B1069 Snape Road	Works Plans – sheet no. 26
A1094/B1069 Junction South of Knodishall	B1121 Aldeburgh Road	Works Plans – sheet no. 26
A12 / A144 Junction South of Bramfield	A12 London Road	Works Plans – sheet no. 27
A12 / A144 Junction South of Bramfield	A144	Works Plans – sheet no. 27

SCHEDULE 10

Article ~~14~~16

Streets to be permanently stopped up, changed in status or private means of access extinguished

PART 1

STREETS TO BE STOPPED UP OR PRIVATE MEANS OF ACCESS TO BE EXTINGUISHED FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) Relevant site	*(2) Street or private means of access to be stopped up or extinguished*	*(3) Extent of stopped up of street or private means of access*	*(4) New street or private means of access to be substituted*	*(5) Reference*
Main development site and rail	Highway (footpath) E-363/021/0 (Suffolk Coast Path)	Highway (footpath) between PSF1/1 and PSF1/2	New highway (footpath) between points PCF1/4 and PCF1/5	Rights of Way Plans – sheet 6 of 28
Main development site and rail	Eastbridge Road	Highway (all traffic) between points PSH1/1 and PSH1/2	New highway (all traffic) between points PCH1/1, PCH1/3 and PCH1/4	Rights of Way Plans – sheet 2 of 28
Main development site and rail	B1122	Highway (all traffic) between points PSH1/3 and PSH1/4	New highway (all traffic) between points PCH1/3 and PCH1/4	Rights of Way Plans – sheet 2 of 28
Main development site and rail	B1122	Highway (all traffic) between points PSH1/5 and PSH1/6	New highway (all traffic) between points PCH1/3 and PCH1/4	Rights of Way Plans – sheet 2 of 28
Main development site and rail	Lover's Lane	Highway (all traffic) between points PSH1/9 and PSH1/12	New highway (all traffic) between points PCH1/7 and PCH1/8	Rights of Way Plans – sheet 2 of 28
Main development site and rail	Lover's Lane	Highway (all traffic) between points PSH1/7 and PSH1/8	New highway (all traffic) between points PCH1/5 and PCH1/6	Rights of Way Plans – sheet 2 of 28
Two village bypass	Access to Parkgate Farm	Private means of access between points PSA11/1 and PSA11/2	New highway (all traffic) between points PCH11/1 and PCH11/14	Rights of Way Plans – sheet 17 of 28
Two village bypass	Access to Parkgate farm	Private means of access between points PSA11/3 and PSA11/4	New private means of access between points PCA11/3 and PCA11/4 New private means of access between points PCA11/5 and	Rights of Way Plans – sheet 17 of 28

			PCA11/6	
Two village bypass	Highway (footpath) E-243/001/0	Highway (footpath) between points PSF11/1 and PSF11/2	New highway (footpath) between points PCF11/4 and PCF11/25	Rights of Way Plans – sheet 17 of 28
Two village bypass	Hill Farm Road	Highway (all traffic) between points PSH11/5 and PSH11/6	New highway (all traffic) between PCH11/4 and PCH11/5	Rights of Way Plans – sheet 17 of 28
Two village bypass	Farnham Hall farm house	Private means of access between points PSA11/5 and PSA11/6	New private means of access between points PCA11/7, PCA11/9 and PCA11/8	Rights of Way Plans – sheet 18 of 28
Two village bypass	Highway (footpath) E-243/003/0	Highway (footpath) between point PSF11/3, PSF11/9 and PSF11/4	New highway (footpath) between points PCF11/27, PCF11/11, PCF11/28 and PCF11/12	Rights of Way Plans – sheet 18 of 29
Two village bypass	Highway (footpath) E-243/004/0	Highway (footpath) between points PSF11/5 and PSF11/6	New highway (footpath) between points PCF11/26, PCF11/11, PCF11/28 and PCF11/13	Rights of Way Plans – sheet 18 of 28
Two village bypass	Highway (footpath) E-137/029/0	Highway (footpath) between points PSF11/7 and PSF11/8	New highway (footpath) between points PCF11/7 and PCF11/23	Rights of Way Plans – sheet 18 of 28
Two village bypass	A1094	Highway (all traffic) between points PSH11/3 and PSH11/4	New highway (NMUs) between points PCN11/8 and PCN11/10	Rights of Way Plans – sheet 18 of 28
Sizewell link road	Highway (footpath) E-344/014/0	Highway (footpath) between points PSF12/1 and PSF12/2	New highway (footpath) between points PCF12/1, PCF12/35 and PCF12/2	Rights of Way Plans – sheet 19 of 28
Sizewell link road	Highway (footpath) E-344/013/0	Highway (footpath) between points PSF12/3 and PSF12/4	New highway (footpath) between points PCF12/3 and PCF12/4	Rights of Way Plans – sheet 19 of 28
Sizewell link road	Highway (footpath) E-584/016/0	Highway (footpath) between points PSF12/5 and PSF12/6	New highway (footpath) between points PCF12/5 and PCF12/6	Rights of Way Plans – sheet 20 of 28
Sizewell link road	Littlemoor Road	Highway (all traffic) between points PSH12/29 and PSH12/41	New highway (footpath) between points PCF12/8 and PCF12/36	Rights of Way Plans – sheet 20 of 28
Sizewell link road	Littlemoor Road	Highway (all traffic) between points PSH12/40 and PSH12/30	New highway (footpath) between points PCF12/37 and PCF12/7	Rights of Way Plans – sheet 20 of 28
Sizewell link road	Fordley Road	Highway (all traffic) between points PSH12/9 and PSH12/10	New highway (footpath) between points PCF12/9,	Rights of Way Plans – sheet 20

			PCF12/10, PCF12/12 and PCF12/32	of 28
Sizewell link road	Highway (footpath) E-396/017/0	Highway (footpath) between points PSF12/7 and PSF12/8	New highway (footpath) between points PCF12/11, PCF12/10, PCF12/12 and PCF12/33	Rights of Way Plans – sheet 20 of 28
Sizewell link road	Unnamed road	Private means of access between points PSA12/1, PSA12/6, PSA12/3, PSA12/5	New private means of access between points PCA12/3 and PCA12/4 New Highway (all traffic) between points PCH12/41, PCH12/17, PCH12/16	Rights of Way Plans – sheet 21 of 28
Sizewell link road	Highway (footpath) E-396/023/0	Highway (footpath) between points PSF12/21 and PSF12/22	New highway (footpath) between points PCF12/14 and PCF12/15	Rights of Way Plans – sheet 21 of 28
Sizewell link road	Highway (footpath) E-396/023/0	Highway (footpath) between points PSF12/29 and PSF12/30	New highway (footpath) between points PCF12/13 and PCF12/47	Rights of Way Plans – sheet 21 of 28
Sizewell link road	Hawthorn Road	Highway (all traffic) between points PSH12/17 and PSH12/18	New highway (all traffic) between PCH12/18 and PCH12/19 New highway (footpath) between ~~PCF12/16~~ PCF12/48 and ~~PCF12/17~~PCF12/49	Rights of Way Plans – sheet 21 of 28
Sizewell link road	B1122 Yoxford Road	Highway (all traffic) between points PSH12/19 and PSH12/20	New highway (all traffic) between points PCH12/20 and PCH12/21	Rights of Way Plans – sheet 21 of 28
Sizewell link road	Highway (footpath) E-396/015/0	Highway (footpath) between PSF12/26 and PSF12/27	New highway (footpath) between PCF12/42, PCF12/43 and PCF12/44	Rights of Way Plans – sheet 21 of 28
Sizewell link road	Highway (footpath) E-396/015/0 and E-515/005/0	Highway (footpath) between PSF12/11, PSF12/12, PSF12/13 and PSF12/14	New highway (footpath) between points PCF12/18 and PCF12/34 New highway (footpath) between points PCF12/16 and PCF12/17 New highway (all traffic) between PCH12/39, PCH12/27 and PCH12/40	Rights of Way Plans – sheet 21 of 28
Sizewell link road	Pretty Road	Highway (all traffic) between points	New highway (all traffic) between	Rights of Way Plans

		PSH12/38, PSH12/35 and PSH12/39	points PCH12/40, PCH12/27 and PCH12/39	– sheet 21 of 28
Sizewell link road	Highway (footpath) E-515/003/0	Highway (footpath) between points PSF12/15 and PSF12/16	New highway (footpath) between points PCF12/19 and PCF12/21 New highway (footpath) between points PCF12/45 and PCF12/46 New highway (all traffic) between PCH12/27 and PCH12/40	Rights of Way Plans – sheets 21 and 22 of 28
Sizewell link road	Highway (footpath) E-515/003/0	Highway (footpath) between points PSF12/25 and PSF12/28	New highway (footpath) between points PCF12/45 and PCF12/46	Rights of Way Plans – sheets 21 and 22 of 28
Sizewell link road	Highway (footpath) E-515/004/0	Highway (footpath) between points PSF12/17 and PSF12/18	New highway (footpath) between points PCF12/23 and PCF12/24	Rights of Way Plans – sheet 22 of 28
Sizewell link road	Moat Road and Unnamed road	Highway (all traffic) between points PSH12/24, PSH12/27, PSH12/25 and PSH12/28	New highway (all traffic) between points ~~PCH12/24~~PCH12/36, PCH12/37, PCH12/31 and PCH12/30 New highway (all traffic) between points PCH12/32 and PCH12/33 New highway (footpath) between points PCF12/25, PCF12/38, PCF12/39 and PCF12/41 New Highway (NMUs) between points PCN12/18 and PCN12/19 New Highway (NMUs) between PCN12/20 and PCN12/21	Rights of Way Plans – sheet 22 of 28
Sizewell link road	Highway (footpath) E-515/007/0	Highway (footpath) between points PSF12/23 and PSF12/24	New highway (footpath) between points PCF12/25, PCF12/38, PCF12/39 and PCF12/41	Rights of Way Plans – sheet 22 of 28
Yoxford roundabout	Junction between A12 and B1122	Highway (all traffic) between points PSH14/1 and PSH14/2	Between points PCH14/1, PCH14/2, PCH14/3, PCH14/4,	Rights of Way Plans – sheet 24

	Yoxford Road		and PCH14/5	of 28

PART 2

PRIVATE MEANS OF ACCESS TO BE EXTINGUISHED FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) Relevant site	*(2) Street or private means of access to be stopped up or extinguished*	*(3) Extent of stopping up or extinguishment*	*(4) Reference*
Main development site and rail	Private means of access to Old Abbey Farm	Private means of access between points PSA1/1 and PSA1/2	Rights of Way Plans – Sheet 2 of 28

PART 3

STREET TO BE SUBJECT TO A CHANGE OF STATUS

(1) Relevant site	*(2) Street subject to change of status*	*(3) Extent of change of status*	*(4) Change of status*	*(5) Reference*
Main development site	B1122	Highway (all traffic) between points PCN1/1 and PCN1/2	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 2 of 28
Northern park and ride	A12	Highway (all traffic) between points TCN9/3 and TCN9/4	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 15 of 28
Northern park and ride	Willow Marsh Lane	Highway (all traffic) between points TCN9/1 and TCN9/2	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 15 of 28
Two villages bypass	A12	Highway (all traffic) between points PCN11/1 and PCN11/2	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 17 of 28
Two villages bypass	Tinker Brook	Highway (all traffic) between points PCN11/3 and PCN11/4	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 17 of 28
Two villages bypass	Tinker Brook	Highway (all traffic) between points PCN11/4 and PCN11/5	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 17 of 28
Two villages bypass	Tinker Brook	Private means of access between points PCN11/4 and PCN11/12	From private means of access to highway (NMUs)	Rights of Way plans – sheet 17 of 28
Two villages bypass	A12	Highway (all traffic) between points PCN11/6	From highway (all traffic) to highway	Rights of Way plans – sheet 18 of 28

		and PCN11/7	(NMUs)	
Two villages bypass	A1094	Highway (all traffic) between points PCN11/8 and PCN11/9	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 18 of 28
Yoxford	A12	Highway (all traffic) between points PCN14/1 and PCN14/2	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 24 of 28
Yoxford	B1122	Highway (all traffic) between points PCN14/3 and PCN14/4	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 24 of 28
Sizewell link road	A12	Highway (all traffic) between points PCN12/1 and PCN12/2	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 19 of 28
Sizewell link road	Littlemoor Road	Highway (all traffic) between points PCN12/3 and PCN12/4	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 20 of 28
Sizewell link road	Littlemoor Road	Highway (all traffic) between points PCN12/26 and PCN12/27	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 20 of 28
Sizewell link road	Littlemoor Road	Highway (all traffic) between points PCN12/5 and PCN12/6	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 20 of 28
Sizewell link road	Hawthorn Road	Highway (all traffic) between points PCN12/11 and PCN12/12	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 21 of 28
Sizewell link road	Moat Road	Highway (all traffic) between points PCN12/18 and PCN12/19	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 22 of 28
Sizewell link road	Moat Road	Highway (all traffic) between points PCN12/22 and PCN12/23	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 22 of 28
Sizewell link road	Unnamed Road	Highway (all traffic) between points PCN12/20 and PCN12/21	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 22 of 28
Sizewell link road	B1122	Highway (all traffic) between points PCN12/24 and PCN12/25	From highway (all traffic) to highway (NMUs)	Rights of Way plans – sheet 22 of 28

SCHEDULE 11

Article ~~15~~17

Status of public rights of way created or improved

(1) Relevant site	*(2) Existing or new highway (footpath)*	*(3) New status*	*(4) Reference*
Main development site and rail	New highway (footpath) between points PCF1/4 and PCF1/5	Footpath	Rights of Way Plans – sheet 6 of 28
Main development site and rail	New highway (footpath) between points PCF1/10 and PCF1/16	Bridleway	Rights of Way Plans – sheets 3 and 5 of 28
Main development site and rail	New highway (footpath) between points PCF1/10 and PCF1/11	Bridleway	Rights of Way Plan – sheet 3 of 28
Main development site and rail	New highway (footpath) between points PCF1/11 and PCF1/9	Bridleway	Rights of Way Plan – sheet 3 of 28
Main development site and rail	New highway (footpath) between points PCF1/7, PCF1/6, PCF1/12, PCF4/2, PCF4/1 and PCF1/15	Bridleway	Rights of Way Plan – sheets 2, 3 and 10 of 28
Main development site and rail	New highway (footpath) between points PCF1/1, PCF1/2 and PCF1/14	Bridleway	Rights of Way Plan – sheets 1 and 2 of 28
Main development site and rail	New highway (footpath) between points PCF1/12 and PCF1/13	Bridleway	Rights of Way Plan – sheet ~~3~~ 2 of 28
Main development site and rail	New highway (footpath) between points PCF1/6 and PCF1/8	Footpath and ~~cyclepath~~cycle track	Rights of Way Plan – sheet 3 of 28
Main development site and rail	New highway (footpath) between points PCF4/2, PCF4/3 and PCF4/4	Footpath	Rights of Way Plan – sheet 10 of 28
~~Two village bypass~~	~~New highway (NMUs) between points PCN11/4 and PCN11/12~~	~~Highway (NMUs)~~	~~Rights of Way Plan – sheet 17 of 27~~
Two village bypass	New highway (footpath) between points PCF11/4 and PCF11/25	Footpath	Rights of Way Plan – sheet 17 of 27
Two village	New highway	~~Bridleway~~Footpath	Rights of Way

bypass	(footpath) between points PCF11/27, PCF11/11, PCF11/28 and PCF11/12		Plan – sheet 18 of 28
Two village bypass	New highway (footpath) between points PCF11/11 and PCF11/26	Footpath	Rights of Way Plan – sheet 18 of 28
Two village bypass	New highway (footpath) between points ~~PCF11/12,~~ PCF11/28 and PCF11/13	Footpath	Rights of Way Plan – sheet 18 of 28
Two village bypass	New highway (footpath) between PCF11/7 and PCF11/23	Footpath	Rights of Way Plan – sheet 18 of 28
Sizewell link road	New highway (footpath) between points PCF12/1, PCF12/35 and PCF12/2	Footpath	Rights of Way Plan – sheet 19 of 28
Sizewell link road	New highway (footpath) between points PCF12/3 and PCF12/4	Footpath	Rights of Way Plan – sheet 19 of 28
Sizewell link road	New highway (footpath) between points PCF12/5 and PCF12/6	Footpath	Rights of Way Plan – sheet 20 of 28
Sizewell link road	New highway (footpath) between points PCF12/7 and PCF12/37	Footpath and ~~cyclepath~~cycle track	Rights of Way Plan – sheet 20 of 28
Sizewell link road	New highway (footpath) between points PCF12/8 and PCF12/36	Footpath and ~~cyclepath~~cycle track	Rights of Way Plan – sheet 20 of 28
Sizewell link road	New highway (footpath) between points PCF12/9, PCF12/10, PCF12/12 and PCF12/32	Footpath and ~~cyclepath~~cycle track	Rights of Way Plan – sheet 20 of 28
Sizewell link road	New highway (footpath) between points PCF12/10 and PCF12/11	Footpath	Rights of Way Plan – sheet 20 of 28
Sizewell link road	New highway (footpath) between points PCF12/12 and PCF12/33	Footpath	Rights of Way Plan – sheet 20 of 28
Sizewell link road	New highway (footpath) between points PCF12/16 and PCF12/17	Footpath	Rights of Way Plan – sheet 21 of 28
Sizewell link	New highway	Footpath and cycle track	Rights of Way

road	(footpath) between points PCF12/48 and PCF12/49		Plan – sheet 21 of 28
Sizewell link road	New highway (footpath) between PCF12/42, PCF12/43 and PCF12/44	Footpath	Rights of Way Plan – sheet 21 of 28
Sizewell link road	New highway (footpath) between PCF12/14 and PCF12/15	Footpath	Rights of Way Plan – sheet 21 of 28
Sizewell link road	New highway (footpath) between PCF12/13 and PCF12/47	Footpath	Rights of Way Plan – sheet 21 of 28
Sizewell link road	New highway (footpath) between points PCF12/18 and PCF12/34	Footpath	Rights of Way Plan – sheet 21 of 28
Sizewell link road	New highway (footpath) between points PCF12/19 and PCF12/21	Footpath	Rights of Way Plan – sheets 21 and 22 of 28
Sizewell link road	New highway (footpath) between points PCF12/45 and PCF12/46	Footpath	Rights of Way Plan – sheets 21 and 22 of 28
Sizewell link road	New highway (footpath) between points PCF12/22 and PCF12/23	Footpath	Rights of Way Plan – sheet 22 of 28
Sizewell link road	New highway (footpath) between points PCF12/23 and PCF12/24	Footpath	Rights of Way Plan – sheet 22 of 28
Sizewell link road	New highway (footpath) between points PCF12/38, PCF12/39 and PCF12/41	Footpath and ~~cyclepath~~cycle track	Rights of Way Plan – sheet 22 of 28
Sizewell link road	New highway (footpath) between points PCF12/25 and PCF12/38	Footpath	Rights of Way Plan – sheet 22 of 28

SCHEDULE 12

Article ~~16~~18

Benefit of permanent private means of access and private rights of way created

(1) Benefitted land	*(2) Affected land*	*(3) New permanent means of access or right of way*	*(4) Reference*
Land Registry Title SK269598 (Farnham Hall Farmhouse)	Land Registry Titles SK349176 and SK267263	Between points PCA11/7, PCA11/9 and PCA11/8	Rights of Way Plan – sheet 18 of 28
Land Registry SK349176 (Walk Barn Farm)	Land Registry Title SK267263	Between points PCA11/7, PCA11/9 and PCA11/8	Rights of Way Plan – sheet 18 of 28
Land Registry Title SK109572 (Land south of Rookery Farm, Yoxford)	Land Registry Title SK158445	Between points PCA12/1, PCA12/5, PCA12/6 and PCA12/2	Rights of Way Plan – sheet 19 of 28
Land Registry Title SK232933 (Trust Farm)	Land Registry Title SK313822	Between points PCA12/3 and PCA12/4	Rights of Way Plan – sheet 19 of 28
Land Registry Title SK160074	Unregistered title to Leiston Abbey access way (shown on ~~land plans~~ Land Plans as plot MDS/02/14)	Between points PCA1/1 and PCA1/2	Rights of Way Plan – sheet 2 of 28

SCHEDULE 13

Article ~~17~~19

Streets and private means of access to be temporarily closed

PART 1

BEING STREETS TO BE TEMPORARILY CLOSED FOR WHICH A SUBSTITUTE IS NOT SPECIFIED

(1) Relevant site	*(2) Street or private means of access*	*(3) Extent of temporary stopping up or extinguishment*	*(4) Reference*
Main development site and rail	Highway (footpath) E-460/001/0	Highway (footpath) between points TSF4/7 and TSF4/8	Rights of Way Plans – sheet 7 of 28
Main development site and rail	Hawthorn Road	Highway (all traffic) between points TSH4/5 and TSH4/6	Rights of Way Plans – sheet 8 of 28
Main development site and rail	Saxmundham Road	Highway (all traffic) between points TSH4/9 and TSH4/10	Rights of Way Plans – sheet 9 of 28
Main development site and rail	Highway (footpath) E-363/003/0	Highway (footpath) between points TSF4/2 and TSF4/10	Rights of Way Plans – sheet 10 of 28
Main development site and rail	Highway (footpath) E-363/005/0	Highway (footpath) between points TSF4/11 and TSF4/12	Rights of Way Plans – sheet 10 of 28
Main development site and rail	B1122 Station Road	Highway (all traffic) between points TSH4/11 and TSH4/12	Rights of Way Plans – sheet 10 of 28

PART 2

BEING STREETS AND PRIVATE MEANS OF ACCESS TO BE TEMPORARILY CLOSED FOR WHICH A SUBSTITUTE IS SPECIFIED

(1) Relevant site	*(2) Street or private means of access*	*(3) Extent of temporary closure or extinguishment*	*(4) Substitute*	*(5) Reference*
Main development site and rail	Highway (footpath) E-363/021/0	Highway (footpath) between points TSF1/5 and TSF1/6	New highway (footpath) between points TCF1/4 and TCF1/5	Rights of Way Plans – sheet 6 of 28
Main development site and rail	E-363/019/0 Bridleway 19	Highway (footpath) between points	New highway (footpath) between points	Rights of Way Plans – sheets 1, 2, 3 and 10 of 28

		TSF1/1 and TSF1/2	PCF1/1, PCF1/2 and PCF1/14; and between PCF1/15, PCF4/1, PCF4/2, PCF1/12, PCF1/6 and PCF1/7 New highway (NMUs) between points PCN1/1 and PCN1/2 New temporary highway (footpath) between points TCF1/8 and TCF1/9	
Main development site and rail	B1122 Abbey Road	Highway (all traffic) between points TSH4/3 and TSH4/4	New highway (all traffic) between points TCH4/3 and TCH4/4 New highway (footpath) between points TCF4/6 and TCF4/7	Rights of Way Plans – sheet 2 of 28
Main development site and rail	Highway (footpath) E-363/019/0	Highway (footpath) between points TSF1/3 and TSF1/4	New highway (footpath) between points TCF1/6 and TCF1/7 New highway (footpath) between points PCF1/9 and PCF1/11	Rights of Way Plans – sheet 3 of 28
Main development site and rail	Highway (footpath) E-363/019/0	Private means of access between points TSA1/3 and TSA1/4	New private means of access between points TCA1/3, TCA1/1 and TCA1/2	Rights of Way Plans – sheet 3 of 28
Main development site and rail	Unnamed road	Highway (all traffic) between points TSH4/7 and TSH4/8	New highway (footpath) between points TCF4/8 and TCF4/9 New private means of access between points TCA4/1 and TCA4/2	Rights of Way Plans – sheet 9 of 28
Main development site and rail	Highway (footpath) E-363/003/0	Highway (footpath) between points	New highway (footpath) between points	Rights of Way Plans – sheet 10 of 28

		TSF4/1 and TSF4/2	TCF4/1 and TCF4/2	
Main development site and rail	Buckleswood Road	Highway (all traffic) between points TSH4/1 and TSH4/2	New highway (all traffic) between points TCH4/1 and TCH4/2	Rights of Way Plans – sheet 10 of 28
Main development site and rail	Highway (footpath) E-363/006/0	Highway (footpath) between points TSF4/3 and TSF4/4	New highway (footpath) between points TCF4/3, TCF4/5 and TCF4/4; and new highway (footpath) between points PCF4/1, PCF4/2, PCF4/3 and PCF4/4	Rights of Way Plans – sheet 10 of 28
Main development site and rail	Highway (footpath) E-363/010/0	Highway (footpath) between points TSF4/5 and TSF4/6	New highway (footpath) between points TCF4/4 and TCF4/5; and new highway (footpath) between points PCF4/1, PCF4/2 and PCF4/3	Rights of Way Plans – sheet 10 of 28
Northern park and ride	Willow Marsh Lane	Highway (all traffic) between points TSH9/7, TSH9/9 and TSH9/8	New temporary highway (all traffic) between points TCH9/4, TCH9/6 and TCH9/4	Rights of Way Plans – sheet 15 of 28
Northern park and ride	A12	Highway (all traffic) between points TSH9/5 and TSH9/6	New highway (all traffic) between points TCH9/1 and TCH9/2	Rights of Way Plans – sheet 15 of 28
Northern park and ride	Private means of access	Private means of access between points TSA9/1 and TSA9/2	New private means of access between points TCA9/1 and TCA9/2	Rights of Way Plans – sheet 15 of 28
Southern park and ride	Private means of access	Highway (footpath) between points TSF10/1 and TSF10/2	New highway (footpath) between points TCF10/1 and TCF10/2	Rights of Way Plans – sheet 16 of 28
Southern park and ride	Private means of access	Private means of access between points TSA10/1 and TSA10/2	New private means of access between points TCA10/1 and TCA10/2	Rights of Way Plans – sheet 16 of 28

SCHEDULE 14

Article ~~22~~24

Traffic Regulation Measures

(1) Relevant site	*(2) Street*	*(3) Extent*	*(4) Notes*
Permanent traffic regulation measures			
Main development site and rail	B1122 unnamed road (Theberton)	From 220m north of the existing Eastbridge Road junction to ~~40m north of the Aldhurst Farm Road junction~~Eastbridge Road (Main Site Access), including the new roundabout (Work No. 1B)	40mph speed restriction
Main development site and rail	B1122 Abbey Road (Leiston)	From the junction of Eastbridge Road (Main Site Access) to 40m north of the Aldhurst Farm Road junction, including the new roundabout (Work No. 1B)	40mph speed restriction
Main development site and rail	Eastbridge Road (Leiston)	From 500m northeast of the existing junction with B1122 Abbey Road to the new roundabout (Work No. 1B)	40mph speed restriction
Main development site and rail	Lover's Lane (Leiston)	From the junction with B1122 Abbey Road to the King George's Avenue junction	40mph speed restriction
Main development site and rail	Sizewell Gap (Leiston)	From the junction with King George's Avenue to 520m east of King George's Avenue junction	40mph speed restriction
Main development site and rail	Valley Road (Leiston)	From the junction with Lover's Lane to ~~220m~~ 650m west of the junction with Lover's Lane to the existing 30mph speed limit east of the access to the Sewage Works	30mph speed restriction
Main development site and rail	King George's Avenue (Leiston)	From the junction with Lover's Lane to 30m west of the	40mph speed restriction

		junction with Lover's Lane	
Main development site and rail	Buckleswood Road (Leiston)	From 250m southeast of the Abbey Lane junction to the transition between Buckleswood Road and Westward Ho	40mph speed restriction
Main development site and rail	~~Westwood Ho~~Westward Ho (Leiston)	From the existing change in speed limit outside no. 82 to transition between Westward Ho and Buckleswood Road	40mph speed restriction
Northern park and ride	A12 Main Road (Darsham)	From the existing change in speed limit (50m north of Willow Marsh Lane) to 310m north of Willow Marsh Lane	40mph speed restriction
Northern park and ride	Willow Marsh Lane (Darsham)	From 200m north of the existing junction with the A12 to the back of the splitter island on the western arm of the new A12 link at the new roundabout (Work No. 9(b))	~~30mph~~ 40mph speed restriction
Southern park and ride	B1078 Ashe Road (Hacheston)	From 25m east of the A12 southbound entry slip roads to ~~the back of the splitter island on the southern arm of~~ 175m north along the B1116 ~~roundabout~~The Street	~~30mph~~ 40mph speed restriction
Southern park and ride	A12 southbound entry slip road (Hacheston)	From the junction with the B1078 to 10m south of the B1078	~~30mph~~ 40mph speed restriction
Southern park and ride	A12 northbound exit slip road (Hacheston)	From the junction with the B1078 to 10m south of the B1078	~~30mph~~ 40mph speed restriction
Two village bypass	Tinker Brook (Stratford St Andrew)	From the new A12 roundabout to 120m south of the existing A12 junction	30mph speed restriction
Two village bypass	A12 Main Road (Benhall)	From the existing A1094 junction to 20m east of the existing A1094 junction	40mph speed restriction
Two village bypass	Existing A12 Main Road to be	From the existing A1094 junction to	40mph speed restriction

	declassified (Benhall)	885m west of the existing A1094 junction	
~~Yoxford roundabout~~	~~Former B1122 Middleton Road to be declassified~~	~~From 110m east of the former junction with the A12 to the former junction with Middleton Road (Pinn's Piece access)~~	~~20mph speed restriction~~
~~Yoxford roundabout~~	~~Middleton Road (Pinn's Piece access)~~	~~Entire length (from A12 Station Road to former junction with B1122 Middleton Road)~~	~~20mph speed restriction~~
A1094/B1069 junction south of Knodishall	A1094 Farnham Road (Friston)	From ~~470m~~ 240m west of the ~~B1069~~ B1121 junction to ~~490m east of~~ the ~~B1069~~ junction with the existing B1121	40mph speed restriction
A1094/B1069 junction south of Knodishall	A1094 Aldeburgh Road (Friston)	From the junction with the existing B1121 to 180m east of the B1069 junction	40mph speed restriction
A1094/B1069 junction south of Knodishall	B1069 Snape Road (Friston)	From the existing A1094 junction to 230m north of the existing A1094 junction	40mph speed restriction
A1094/B1069 junction south of Knodishall	B1121 Aldeburgh Road (Friston)	From the existing A1094 junction to 60m north of the existing A1094 junction	40mph speed restriction
Sizewell link road	Pretty Road (Theberton)	From the B1122 junction with Pretty Road to 840m west of the B1122 junction with Pretty Road	30mph speed restriction
Sizewell link road	B1122 Yoxford Road (Middleton)	From 187m west of the existing Littlemoor Road/B1122 Yoxford Road junction to 255m west of the Littlemoor Road/B1122 Yoxford Road junction, to the back of the splitter island on the eastern arm of the new Middleton Moor Roundabout	30mph speed restriction
Sizewell link road	Realigned B1122 Leiston Road (Middleton)	From 55m east of the existing Annesons Corner/B1122	40mph speed restriction

		junction to ~~147m west of the Sycamore Park access road/B1122 Leiston Road~~ the junction with the B1125 Leiston Road	
Sizewell link road	B1122 Leiston Road (Theberton)	From the junction with the B1125 Leiston Road to 300m west of the junction with Pretty Road	40mph speed restriction
Sizewell link road	Existing and new B1125 Leiston Road (Middleton)	From 343m north of the existing B1122/B1125 Leiston Road junction a distance of approximately 270m to 15m east of the new B1125 Leiston Road/Sizewell Link Road junction	40mph speed restriction
Sizewell link road	Realigned B1122 Leiston Road, (Theberton)	~~Extend~~ From the eastern end of the existing 30mph speed limit ~~from~~ 45m west of Moat Road/B1122 junction to the new T-junction B1122/Sizewell Link Road.	30mph speed limit
Temporary traffic regulation measures			
Main development site and rail	B1122	From 400m south of the Onner's Lane junction to the commencement of the existing 30mph restriction 70m north of the Aldhurst Farm Road junction	30mph speed restriction
Main development site and rail	Eastbridge Road	From 1300m northeast of the existing Eastbridge Road junction to the existing B1122 junction	30mph speed restriction
Main development site and rail	Lover's Lane	From the junction with B1122 Abbey Road to 100m south of the Valley Road junction	30mph speed restriction
Main development site and rail	Valley Road	From the Lover's Lane junction to 800m west of the Lover's Lane junction with Lover's Lane	30mph speed restriction
Main development	Lover's Lane	From 600m east of the	30mph speed

site and rail		junction with B1122 Abbey Road to the King George's Avenue junction	restriction
Main development site and rail	King Georges Ave	From 50m west of the junction with Lovers Lane/Sizewell Gap to the Lovers Lane/Sizewell Gap junction	30mph speed restriction
Main development site and rail	Sizewell Gap	From King George's Avenue junction to 100m east of King George's Avenue junction	30mph speed restriction
Main development site and rail	Lover's Lane	From 400m north of the Valley Road junction to the King George's Avenue junction	30mph speed restriction
Main development site and rail	Sizewell Gap	From King George's Avenue to 520m east of King George's Avenue	30mph speed restriction
Main development site and rail	Lover's Lane	From the King George's Avenue junction to 600m north of the King George's Avenue junction	30mph speed restriction
Main development site and rail	Sizewell Gap	From the King George's Avenue junction to 600m east of the King George's Avenue junction	30mph speed restriction
Main development site and rail	Sizewell Gap	From 170m west of the Sizewell Hall Road junction to the King George's Avenue junction	30mph speed restriction
Main development site and rail	Lover's Lane	Entire length	30mph speed restriction
Main development site and rail	Eastbridge Road	From the Bridleway 19 junction to the B1122 junction	30mph speed restriction
Main development site and rail	B1122	From 500m south of the Onner's Lane junction to the commencement of the existing 30mph restriction 70m north of the Abbey Lane junction	30mph speed restriction
Main development site and rail	The Green	From the Clay Hills Road junction to 1000m south of the	30mph speed restriction

		Clay Hills Road junction	
Main development site and rail	Clay Hills Road	From 600m west of the The Green junction to The Green junction	30mph speed restriction
Main development site and rail	Theberton Road	From the The Green junction to 600m north of The Green junction	30mph speed restriction
Main development site and rail	East Green	From the Theberton Road junction to 100m north of the Theberton Road junction	30mph speed restriction
Main development site and rail	Saxmundham Road	From the ~~Hawthorn~~ Theberton Road junction to 250m east of the Hawthorn Road junction (for Knodishall level crossing works); and From 800m northwest of the Saxmundham Road level crossing to the Saxmundham level crossing	30mph speed restriction
Main development site and rail	Buckleswood Lane	From the Saxmundham Road level crossing to 770m northeast of the Saxmundham Road level crossing (for Saxmundham Road level crossing works)	30mph speed restriction
Main development site and rail	B1119 Saxmundham Road	From 800m southwest of Saxmundham Road level crossing to 700m southeast of Saxmundham Road level crossing	30mph speed restriction
Main development site and rail	Buckleswood Road	From 650m east of the Abbey Lane junction to the transition between Westward Ho and Buckleswood Road	30mph speed restriction
Main development site and rail	Lover's Lane	From the King George's Avenue junction to 500m north of the King George's Avenue junction	30mph speed restriction
Main development site and rail	Sizewell Gap	From the King George's Avenue junction to 500m east	30mph speed restriction

		of the King George's Avenue junction	
Main development site and rail	B1122 Abbey Road	From 850m north of the Lover's Lane junction to the transition to 30mph north of the Lover's Lane junction	30mph speed restriction
Main development site and rail	Buckleswood Road	From the Abbey Lane junction to the transition between Buckleswood Road and Westward Ho	30mph speed restriction
Main development site and rail	Westwood Ho	From the transition between Westward Ho and Buckleswood Road and 200m east of the transition between Westward Ho and Buckleswood Road	30mph speed restriction
Main development site and rail	Lover's Lane	From the B1122 junction to 1050m east of the B1122 junction	30mph speed restriction
Main development site and rail	Buckleswood Lane	From the Harrow Lane junction to 400m west of Harrow Lane	30mph speed restriction
Main development site and rail	Abbey Lane	From Buckleswood Lane Junction to 400m east of Buckleswood Lane junction	30mph speed restriction
Main development site and rail	Aldhurst Farm Road	From the B1122 junction to 800m west of the B1122 junction	30mph speed restriction
Main development site and rail	Harrow Lane	From 350m west of the Abbey Lane junction to the Abbey Lane junction	30mph speed restriction
Northern park and ride	A12	From the A144 junction to 860m south of Willow Marsh Lane	30mph speed restriction
Northern park and ride	Willow Marsh Lane	From the A12 junction to 1000m west of Willow Marsh Lane	30mph speed restriction
Southern park and ride	B1078	From 530m west of the B1116 junction to 530m southeast of the B1116 junction	30mph speed restriction
Southern park and ride	B1116	From the B1078 junction to 530m north of the B1078 junction	30mph speed restriction

Southern park and ride	Easton Road	From the B1116 junction to 230m west of the B1116 junction	30mph speed restriction
~~Southern park and ride~~	~~A12 northbound entry slip road~~	~~From the B1078 junction to 270m northeast of the B1078 junction~~	~~30mph speed restriction~~
Southern park and ride	A12 (northbound carriageway)	From 1850m south of the B1078 overbridge to 1200m north of the B1078 overbridge	30mph speed restriction
Southern park and ride	A12 northbound entry slip road	From the B1078 junction to the merge with the A12	30mph speed restriction
Two village bypass	Tinker Brook	From the A12 junction to 600m north of the Beversham Road / Church Road junction	30mph speed restriction
Two village bypass	Chapel Road	From the A12 junction to 525m north of the A12 junction	30mph speed restriction
Two village bypass	Hall Road	From Botany Junction to 275m north of Botany Lane Junction	30mph speed restriction
Two village bypass	Hill Farm Road	From the A12 junction to 1700m south of the A12 junction	30mph speed restriction
Two village bypass	A12	From the B1121 junction to the existing transition to 30mph north of Farnham; and From 800m west of the Tinker Brook junction to the existing transition to 30mph south of Stratford St Andrew	30mph speed restriction
Two village bypass	A1094 Friday Street	From the A12 junction to 1000m southeast of the A12 junction	30mph speed restriction
Sizewell link road	A12	From 1350m north of the Town Farm Lane junction to 800m south of the Town Farm Lane junction	30mph speed restriction
Sizewell link road	Littlemoor Road	From the B1122 junction to the Fordley Road junction	30mph speed restriction
Sizewell link road	Fordley Road	From the B1122 junction to 200m southwest of the	30mph speed restriction

		Littlemoor Road junction; From the B1122 junction to 100m south of the B1122 junction;	
Sizewell link road	B1122 Yoxford Road	From the transition to 30mph 600m east of the A12 junction to 550m east of the Littlemoor Road junction; From 650m west of the Fordley Road junction to 650m east of the Fordley Road junction; From 850m west of the Trust Farm access to 850m east of the Trust Farm access; From 750m west of the Annesons Corner junction to 750m east of the Annesons Corner junction; From 1250m west of the B1125 junction to 450m east of the B1125 junction at the existing transition to 30mph at the western end of Theberton; From the existing transition to 30mph 100m west of the Moat Road junction to 350m east of the Moat Road junction; and From the existing transition to 30mph 100m west of the Moat Road junction to 100m north of the Eastbridge Road junction	30mph speed restriction
Sizewell link road	Annesons Corner	From the B1122 junction to Hawthorn Road	30mph speed restriction
Sizewell link road	Hawthorn Road	From Annesons Corner to 835m south of Annesons Corner	30mph speed restriction
Sizewell link road	B1125	From the B1122 junction to 250m north of the B1122 junction (for the	30mph speed restriction

		Fordley Road works)	
Sizewell link road	Pretty Road	From the B1122 junction to 1700m west of the B1122 junction	30mph speed restriction
Sizewell link road	Moat Road	From the B1122 junction to 1250m west of the B1122 junction	30mph speed restriction
Sizewell link road	George Road	From the Moat Road junction to 950m south of the Moat Road junction	30mph speed restriction
Sizewell link road	Onner's Lane	From the B1122 junction to 350m east of the B1122 junction (for Moat Road works); and From the B1122 junction to 680m east of the B1122 junction	30mph speed restriction
Freight management facility	Felixstowe Road	From 1250m northwest of the Bridge Road junction to 350m southeast of the Bridge Road junction	30mph speed restriction
Freight management facility	Bridge Road	From the Felixstowe Road junction to 250m south of the Bridge Road junction	30mph speed restriction
Freight management facility	Levington Road	Entire length (between Felixstowe Road and the end of the road to the south of the A14)	30mph speed restriction
Yoxford roundabout	A12	From the existing transition to 30mph north of Yoxford to 500m north of the Westleton Road junction	30mph speed restriction
Yoxford roundabout	Former B1122 Middleton Road to be declassified	From the existing transition to 30mph east of Yoxford to 550m east of the level crossing	30mph speed restriction
Yoxford roundabout	Middleton Road (Pinn's Piece access)	Entire length	30mph speed restriction
Yoxford roundabout	Westleton Road	From the A12 junction to 500m east of the A12 junction	30mph speed restriction
A1094/B1069 junction south of Knodishall	A1094	From 1300m west of the B1069 junction to 1300m east of the B1069 junction	30mph speed restriction
A1094/B1069	B1069	From the A1094	30mph speed

junction south of Knodishall		junction to 1050m north of the A1094 junction	restriction
A1094/B1069 junction south of Knodishall	B1121	From the existing transition to 30mph 550m north west of the A1094 junction to the A1094 junction	30mph speed restriction
A12 / A144 junction south of Bramfield	A12	From 1000m north of the A144 junction to 1000m south of the A144 junction	30mph speed restriction
A12 / A144 junction south of Bramfield	A144	From 900m west of the A12 junction to the A12 junction	30mph speed restriction
A12 / B1119 junction at Saxmundham	A12	From 900m north of the B1119 (west) junction to 900m south of the B1119 (east) junction	30mph speed restriction
A12 / B1119 junction at Saxmundham	B1119 (west)	From 1000m west of the A12 junction to the A12 junction	30mph speed restriction
A12 / B1119 junction at Saxmundham	B1119 (east)	From the A12 junction to the existing transition to 30mph 80m east of the A12 junction	30mph speed restriction

SCHEDULE 15 ~~Articles 26 and 30~~Article 28

Land in respect of which only rights etc may be acquired

(1) Relevant site	*(2) Plot reference (as shown on the Land Plans)*	*(3) Purpose for which new rights may be acquired*
Sizewell link road	SLR/19/08 and ~~SLR/19/08A~~SLR/19/08a	Installation, use and maintenance of Work No. 12B (Sizewell link road) over the East Suffolk Line

SCHEDULE 16

Article ~~30~~32

Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limiting the scope of sub-paragraph (1), the Land Compensation Act ~~1973(43)~~1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (Compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act (Measure of compensation in case of severance) as substituted by paragraph 5—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right or the restrictive covenant is enforceable".

3.—(1) Without limiting the scope of sub-paragraph (1), the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) of the 1961 Act (Relevant valuation date), after "If" substitute—

"(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 7 of Schedule 16 to the Sizewell C (Nuclear Generating Station) Order 2022);

(b) the acquiring authority is subsequently required by a determination under Part 3 of Schedule 2A to the 1965 Act (as modified by paragraph 10 of Schedule 16 to the Sizewell C (Nuclear Generating Station) Order 2022) to take the additional land; and

(c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right."

Application of the 1965 Act

4.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land must be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

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~~43() 1973 c.26.~~
(a) 1973 c.26.

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(2) Without limiting the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.

5. For section 7 of the 1965 Act (Measure of compensation in case of severance) substitute—

"7. Measure of compensation in case of severance.

In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act."

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (Refusal to convey, failure to make title, etc);

(b) paragraph 10(3) of Schedule 1 (Persons without power to sell their interests);

(c) paragraph 2(3) of Schedule 2 (Absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (Common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

7. Section 11 of the 1965 Act (Powers of entry) is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restriction, it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (Powers of entry: further notices of entry), 11B (Counter-notice requiring possession to be taken on specified date), 12 (Unauthorised entry) and 13 (Refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

8. Section 20 of the 1965 Act (Tenants at will, etc) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

9. Section 22 of the 1965 Act (Interests omitted from purchase) is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

10. For Schedule 2A of the 1965 Act substitute—

"**SCHEDULE 2A COUNTER-NOTICE REQUIRING PURCHASE OF LAND**

Introduction

1.—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article ~~32~~ 34 (Application of the 1981 Act) of the Sizewell C (Nuclear Generating Station) Order 2022 in respect of the land to which the notice to treat relates.

(2) But see article ~~33~~ 35 (Acquisition of subsoil and airspace only) of the Sizewell C (Nuclear Generating Station) Order 2022 which excludes acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory; or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant;

(b) the use to be made of the right or covenant proposed to be acquired or imposed; and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal"

SCHEDULE 17

Article ~~37~~39

Land of which only temporary possession may be taken

(1) Relevant site	*(2) Plot reference (as shown on Land Plans)*	*(3) Purpose for which temporary possession may be taken*
Main development site and rail	MDS/01/02, MDS/02/09, MDS/02/35, MDS/03/02, MDS/03/04, MDS/03/05, MDS/03/08, MDS/03/09, MDS/03/11, MDS/03/18, MDS/03/19, MDS/05/20, MDS/05/21, MDS/05/22	Construction of, and working areas in relation to, Work No. 1
Main development site and rail	MDS/10/15	Construction of Work No. 4B
Main development site and rail	MDS/03/08, MDS/03/12, MDS/03/13, MDS/03/14, MDS/03/15, MDS/03/16, MDS/03/17, MDS/07/01, MDS/08/01, MDS/08/02, MDS/08/03, MDS/08/04, MDS/08/05, MDS/08/06, MDS/08/07, MDS/09/01, MDS/09/02, MDS/09/03, MDS/09/04, MDS/09/05, MDS/09/06, MDS/09/07, MDS/09/08, MDS/09/09, MDS/09/10, MDS/09/11, MDS/09/12, MDS/10/15, MDS/10/17, MDS/10/18, MDS/10/19, MDS/10/20	Construction of, and working areas in relation to, Work No. 4C
Sports facilities	SF/11/01, SF/11/02	Construction of Work No. 5 and use of the facilities by the undertaker's workforce and the public
Fen Meadow (Halesworth)	FM/12/04	Construction of Work No. 6
Fen Meadow (Benhall)	FM/13/05	Construction of Work No. 7
Marsh Harrier Habitat	MH/14/01, MH/14/01a, MH/14/01b, MH/14/02, MH/14/03, MH/14/04	Construction of Work No. 8
Northern park and ride	NPR/15/14, NPR/15/15, NPR/15/16	Works to existing highway (Work No. 9(b))
Southern park and ride	SPR/16/03, SPR/16/08, SPR/16/09, SPR/16/10, SPR/16/12	Works to existing highway (Work No. 10(b))
Two village bypass	2VBP/17/01, 2VBP/17/04, 2VBP/17/07, 2VBP/17/09, 2VBP/17/10, 2VBP/17/14, 2VBP/17/16, 2VBP/17/17, 2VBP/17/17b 2VBP/17/18,	Working area in relation to construction of Work No. 11

	2VBP/17/19, 2VBP/17/19c, 2VBP/17/22, 2VBP/17/23, 2VBP/17/26, 2VBP/17/27, 2VBP/17/28, 2VBP/18/13, 2VBP/18/14, 2VBP/18/16, 2VBP/18/17	
Two village bypass	2VBP/18/09, 2VBP/18/11~~,~~	Working areas and construction compounds associated with carrying out Work No. 11
Sizewell link road	SLR/19/01, SLR/19/05, SLR/19/06, SLR/19/07, SLR/19/07d, SLR/19/07e, SLR/19/09a, SLR/19/10, SLR/19/11a, SLR/19/12, SLR/19/13, SLR/19/14, SLR/19/15, SLR/19/15b, SLR/19/15c, SLR/19/15d, SLR/19/15e, SLR/19/15f, SLR/19/16, SLR/19/17, SLR/19/18, SLR/19/19, SLR/20/01, SLR/20/01b, SLR/20/01c, SLR/20/03c, SLR/20/03d, SLR/20/05, SLR/20/06, SLR/20/07, SLR/20/09, SLR/20/10, SLR/20/10a, SLR/20/12, SLR/20/14, SLR/20/15a, SLR/20/17, SLR/21/02, SLR/21/03, SLR/21/09a, SLR/21/11, SLR/21/12, SLR/21/13, SLR/21/17, SLR/21/19b, SLR/21/24a, SLR/21/25, SLR/21/26, SLR/21/26b, SLR/21/27, SLR/21/28c, SLR/21/33, SLR/21/33c, SLR/21/35, SLR/21/36, SLR/21/40, SLR/21/43, SLR/21/45, SLR/22/01, SLR/22/03, SLR/22/05, SLR/22/08, SLR/22/12, SLR/22/16, SLR/22/25	Working areas in relation to construction of Work No. 12
Sizewell link road	SLR/19/21, SLR/19/07b, SLR/19/07g	Working areas and construction compounds associated with carrying out Work No. 12
Freight management facility	FMF/23/01, FMF/23/02, FMF/23/03, FMF/23/04, FMF/23/06, FMF/23/07, FMF/23/08	Works to existing highway (Work No. 13(b))
Yoxford roundabout	OHI/24/11; OHI/24/01, OHI/24/02, OHI/24/03, OHI/24/06, OHI/24/07, OHI/04/08, OHI/24/09	Works to existing highway (Work No. 14)
Yoxford roundabout	OHI/24/10	Construction compound associated with the carrying out Work No. 14
A12/B1119 junction	OHI/25/01, OHI/25/03	Works to existing highway (Work

at Saxmundham		No. 15)
A1094/B1068 junction south of Knodishall	OHI/26/01, OHI/26/02, OHI/26/03, OHI/26/04, OHI/26/05, OHI/26/06, OHI/26/08	Works to existing highway (Work No. 16)
A12/A144 junction south of Bramfield	OHI/27/02, OHI/27/03, OHI/27/05, OHI/27/06, OHI/27/07, OHI/27/09, OHI/27/10, OHI/27/11	Works to existing highway (Work No. 17)
Fen Meadow (Pakenham)	FM/28/05	Construction of Work No. 18

SCHEDULE ~~17A~~18

Article ~~41A~~44

Acquisition of wayleaves, easements and other rights

PART 1

ON BEHALF OF LICENCE HOLDERS

Acquisition of necessary wayleaves

1.—(1) This paragraph applies where—

(a) a licence holder has agreed in writing with the undertaker that it is necessary or expedient to remove an electric line within the Order limits and to install and keep installed an electric line in substitution for it on, under or over specified land;

(b) the licence holder has agreed in writing that the undertaker may seek a necessary wayleave on behalf of the licence holder in respect of the specified land; and

(c) the owner or occupier of the specified land, having been given a notice by the undertaker or the licence holder requiring him to give the necessary wayleave to the licence holder within a period (not being less than 21 days) specified in the notice—

(i) has failed to give the wayleave before the end of that period; or

(ii) has given the wayleave subject to terms and conditions to which the undertaker, following consultation with the licence holder, objects.

(2) Subject to sub-paragraphs (3) and (4) below, the Secretary of State may, on the application of the undertaker, himself grant the necessary wayleave to the licence holder subject to such terms and conditions as he thinks fit; and a necessary wayleave so granted shall, unless previously terminated in accordance with a term contained in the wayleave, continue in force for such period as may be specified in the wayleave.

(3) The Secretary of State shall not entertain an application under sub-paragraph (2) above in any case where—

(a) the specified land is covered by a dwelling, or will be so covered on the assumption that any planning permission which is in force is acted on; and

(b) the line is to be installed on or over the specified land.

(4) Before granting the necessary wayleave to the licence holder, the Secretary of State shall afford—

(a) the occupier of the specified land; and

(b) where the occupier is not also the owner of the specified land, the owner, an opportunity of being heard by a person appointed by the Secretary of State.

(5) A necessary wayleave granted to the licence holder under this paragraph—

(a) shall not be subject to the provisions of any enactment requiring the registration of interests in, charges over or other obligations affecting land; but

(b) shall bind any person who is at any time the owner or occupier of the specified land.

(6) Where in pursuance of a necessary wayleave granted under this paragraph a licence holder has erected on any land supports for an electric line, he shall be deemed to have an interest in that land for the purposes of section 7 of the Mines (Working Facilities and Support) Act 1966.

(7) Where a wayleave is granted to a licence holder under this paragraph –

(a) the occupier of the specified land; and

(b) where the occupier is not also the owner of the specified land, the owner, may recover from the undertaker compensation in respect of the grant.

(8) Where in the exercise of any right conferred by such a wayleave any damage is caused to the specified land or to moveables, any person interested in the specified land or moveables may recover from the undertaker compensation in respect of that damage; and where in consequence of the exercise of such a right a person is disturbed in his enjoyment of any land or moveables he may recover from the undertaker compensation in respect of that disturbance.

(9) Compensation under this paragraph may be recovered as a lump sum or by periodical payments or partly in one way and partly in the other.

(10) Any question of disputed compensation under this paragraph shall be determined by the Tribunal; and section 4 of the Land Compensation Act 1961 shall apply to any such determination.

Compulsory acquisition of easements or other rights

2.—(1) This paragraph applies where—

(a) a licence holder has agreed in writing with the undertaker that it is necessary or expedient to remove an electric line within the Order limits and to install and keep installed an electric line in substitution for it on, under or over specified land; and

(b) the licence holder has agreed in writing that the undertaker may seek an easement or other right in land on behalf of the licence holder in respect of the specified land.

(2) Subject to sub-paragraph (3) and (4), where a compulsory purchase order is sought by the undertaker pursuant to sub-paragraph (1), the Secretary of State may authorise the relevant licence holder to purchase compulsorily an easement or right over the specified land where the Secretary of State is satisfied that it is required for any purpose connected with the carrying on of the activities which he is authorised by his licence to carry on.

(3) Part I (paragraphs 2 onwards) and Part II of Schedule 3 of the Electricity Act 1989 shall apply in respect of powers of compulsory purchase sought pursuant to this paragraph.

(4) Unless otherwise agreed between the undertaker and the licence holder in writing, where the undertaker seeks a compulsory purchase order on behalf of a licence holder pursuant to this paragraph, the negotiation of consideration and compensation shall be undertaken by the undertaker and any consideration or compensation agreed or determined shall be payable by the undertaker and Schedule 3 of the Electricity Act 1989 as applied by this paragraph shall be interpreted accordingly.

Interpretation

3.—(1) In this Part of Schedule ~~17A~~18:

"dwelling" means a building or part of a building occupied, or (if not occupied) last occupied or intended to be occupied, as a private dwelling and includes any garden, yard, outhouses and appurtenances belonging to or usually enjoyed with that building or part;

"licence holder" means a person holding a licence under section 6 of the Electricity Act 1989;

"necessary wayleave" means consent for the licence holder to install and keep installed the electric line on, under or over the specified land and to have access to the specified land for the purpose of inspecting, maintaining, adjusting, repairing, altering, replacing or removing the electric line; and

"specified land" means the land within or outside the Order limits on, under or over which a licence holder agrees, pursuant to paragraph 1 or 2, that an electric line should be relocated in substitution for an existing electric line.

PART 2

ON BEHALF OF CODE OPERATORS

Court imposition of code rights

4.—(1) This paragraph applies where-

(a) a code operator has agreed in writing with the undertaker that for the purpose of the authorised development it is necessary or expedient to remove electronic communications apparatus owned by the code operator within the Order limits and to install and keep installed electronic communications apparatus in substitution for it on, under or over specified land;

(b) the code operator has agreed in writing that the undertaker may seek code rights on behalf of the code operator in respect of the specified land, including all of the other terms of the agreement sought; and

(c) the code operator or the undertaker has given the relevant person a notice in writing—

(i) setting out the code rights, and all of the other terms of the agreement sought, and

(ii) stating that the person's agreement to those terms is sought.

(2) The undertaker may apply to the court for an order under this paragraph if the relevant person does not, before the end of 28 days beginning with the day on which the notice in sub-paragraph (1)(c) is given, agree to confer or be otherwise bound by the code rights.

(3) An order under this paragraph is one which imposes on the code operator and the relevant person an agreement between them which—

(a) confers the code rights on the operator, or

(b) provides for the code rights to bind the relevant person.

(4) Where the undertaker makes an application to the court under sub-paragraph (2), paragraph 21, 22, 23, 24 and 26 of Part 4 of Schedule 3A (The Electronic Communications Code) and Part 14 (Compensation under The Code) of the Communications Act 2003 shall apply as if:

(a) reference to the making of an 'order under paragraph 20' were substituted for the making of an 'order under Schedule ~~17A~~ 18 of the Sizewell C (Nuclear Generating Station) Order 2022'; and

(b) unless otherwise agreed on a case-by-case basis in writing between the undertaker and the code operator, all references to 'consideration' or 'compensation' provided for in any agreement or order or otherwise to be determined shall be read as being payable by the undertaker.

Compulsory acquisition of easements or other rights

5.—(1) The undertaker may seek a compulsory purchase order on behalf of a code operator where-

(a) the code operator has agreed in writing with the undertaker that for the purpose of the authorised development it is necessary or expedient to remove electronic communications apparatus owned by the operator within the Order limits and to install and keep installed electronic communications apparatus in substitution for it on, under or over specified land;

(b) the code operator has agreed in writing that the undertaker may seek an easement or other rights over land on behalf of the code operator in respect of the specified land.

(2) Subject to sub-paragraph (3) and (4), where a compulsory purchase order is sought by the undertaker pursuant to sub-paragraph (1), the Secretary of State may authorise the relevant code operator to purchase compulsorily the specified land or an easement or right over the specified land if the Secretary of State is satisfied that it is required by the code operator—

(a) for, or in connection with, the establishment or running of the code operator's network; or

(b) as to which it can reasonably be foreseen that it will be so required.

(3) Subject to sub-paragraph (4), paragraphs 3(2) to 3(7) of Schedule 4 of the Communications Act 2003 shall apply in respect of powers of compulsory purchase sought pursuant to this paragraph.

(4) Unless otherwise agreed between the undertaker and the licence holder in writing, where the undertaker seeks a compulsory purchase order on behalf of a code operator pursuant to this paragraph, all negotiations of compensation shall be undertaken by the undertaker and any consideration or compensation agreed or determined in respect of any easements or rights acquired shall be payable by the undertaker and Schedule 4 of the Communications Act 2003 shall be interpreted accordingly as it applies to this paragraph.

Interpretation

6.—(1) In this paragraph, the following terms have the following meaning:

"code operator's network" has the meaning given for 'operator's network' in paragraph 6 of Schedule 3A of the Communications Act 2003

"code rights" has the meaning given in paragraph 3 of Schedule 3A of the Communications Act 2003;

"court" has the meaning given in paragraph 94 of Schedule 3A of the Communications Act 2003;

"electronic communications apparatus" has the meaning given in paragraph 5 of Schedule 3A of the Communications Act 2003;

"code operator" has the meaning given for an 'operator' in paragraph 2 of Schedule 3A of the Communications Act 2003;

"relevant person" means the person in respect of whose interest in land a code right is required;

"specified land" means the land within or outside the Order limits on, under or over which an operator agrees, pursuant to sub-paragraph (1), that electronic communications apparatus should be relocated in substitution for existing electronic communications apparatus.

PART 3

ON BEHALF OF WATER AND SEWERAGE UNDERTAKERS

Compulsory acquisition of easements or other rights

7.—(1) The undertaker may seek a compulsory purchase order on behalf of a water or sewerage undertaker where-

(a) the water or sewerage undertaker has agreed in writing with the undertaker that for the purpose of the authorised development it is necessary or expedient to remove water or sewerage apparatus owned by the water or sewerage undertaker within the Order limits and to install and keep installed alternative apparatus in substitution for it on, under or over specified land;

(b) the water or sewerage undertaker has agreed in writing that the undertaker may seek an easement or other rights over land on behalf of the water or sewerage undertaker in respect of the specified land.

(2) Subject to sub-paragraph (3), where a compulsory purchase order is sought by the undertaker pursuant to sub-paragraph (1), the Secretary of State may authorise the relevant water or sewerage undertaker to purchase compulsorily the specified land or an easement or right over the specified land where the Secretary of State is satisfied that it is required by the water or sewerage undertaker for the purposes of, or in connection with, the carrying out of its functions.

(3) Section 155(3) to (6) of the Water Industry Act 1991 shall apply in respect of powers of compulsory purchase sought pursuant to this paragraph.

(4) Unless otherwise agreed between the undertaker and the water or sewerage undertaker in writing, where the undertaker seeks a compulsory purchase order on behalf of a water or sewerage undertaker pursuant to this paragraph, all negotiations of compensation shall be undertaken by the undertaker and any consideration or compensation agreed or determined in respect of any easements or rights acquired shall be payable by the undertaker.

(5) In this paragraph:

"alternative apparatus" means alternative water or sewerage apparatus adequate to enable the water or sewerage undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"specified land" means the land within or outside the Order limits on, under or over which a water or sewerage undertaker agrees, pursuant to sub-paragraph (1), that alternative apparatus should be relocated in substitution for existing relevant water or sewerage apparatus.

"water or sewerage undertaker" means 'water undertaker' or 'sewerage undertaker' as defined in the Water Industry Act 1991; and

"water or sewerage apparatus" means (i) mains, pipes or other water apparatus belonging to or maintained by a water undertaker for the purposes of water supply; and (ii) any drain or works vested in a sewerage undertaker, and any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act, and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pimps, or other accessories forming part of any such sewer, drain or works, and in each case includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

PART 4

ON BEHALF OF GAS TRANSPORTERS

Compulsory acquisition of easements or other rights

8.—(1) The undertaker may seek a compulsory purchase order on behalf of a gas transporter where-

(a) the gas transporter has agreed in writing with the undertaker that for the purpose of the authorised development it is necessary or expedient to remove gas apparatus owned by the gas transporter within the Order limits and to install and keep installed gas apparatus in substitution for it on, under or over specified land;

(b) the gas transporter has agreed in writing that the undertaker may seek an easement or other rights over land on behalf of the gas transporter in respect of the specified land.

(2) Subject to sub-paragraph (3) and (4), where a compulsory purchase order is sought by the undertaker pursuant to sub-paragraph (1), the Secretary of State may authorise the relevant gas transporter to purchase compulsorily an easement or right over the specified land.

(3) Schedule 3 of the Gas Act 1986 shall apply in respect of powers of compulsory purchase sought pursuant to this paragraph.

(4) Where the undertaker seeks a compulsory purchase order on behalf of a gas transporter pursuant to this paragraph, all negotiations of compensation shall be undertaken by the undertaker, unless otherwise agreed with the gas transporter, and any consideration or compensation agreed or determined in respect of any easements or rights acquired shall be payable by the undertaker only (unless otherwise agreed with the operator).

(5) In this paragraph-

“alternative apparatus” means alternative gas apparatus adequate to enable the gas transporter in question to fulfil its statutory functions in a manner not less efficient than previously;

“gas apparatus” means any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purpose of gas supply;

“gas transporter” has the meaning given in Part 1 of the Gas Act 1986; and

“specified land” means land within or outside the Order limits on, under or over which a gas transporter agrees, pursuant to sub-paragraph (1), that alternative apparatus should be relocated in substitution for existing gas apparatus.

SCHEDULE ~~18~~19

Article ~~44~~47

Protective Provisions

PART 1

PROTECTION FOR ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

Application

1. The provisions of this Part have effect for the protection of the statutory undertakers referred to in this Part, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned.

Interpretation

2. In addition to article 2 (Interpretation), the terms in this Part have the following meanings—

"alternative apparatus" means alternative apparatus adequate to enable the statutory undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(a) in the case of a statutory undertaker within sub-paragraph (a) of the definition of that term, electric lines or electrical plant (as defined in the Electricity Act 1989(~~44~~a)), belonging to or maintained by the statutory undertaker for the purposes of electricity supply;

(b) in the case of a statutory undertaker within sub-paragraph (b) of the definition of that term, any mains, pipes or other apparatus belonging to or maintained by the statutory undertaker for the purposes of gas supply;

(c) in the case of a statutory undertaker within sub-paragraph (c) of the definition of that term, mains, pipes or other water apparatus belonging to or maintained by the statutory undertaker for the purposes of water supply; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991; and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and in each case includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"statutory undertaker" means—

(~~44~~a) 1989 c.29. The definition of "electric plant" was amended by paragraph 38(3) of Part II of Schedule 6 to the Utilities Act 2000 (c.27). The definition of "licence holder" was amended by section 13 of the Utilities Act 2000 (c.27). There are other amendments to the Electricity Act 1989 which are not relevant to this Order.

(e) any licence holder within the meaning of Part 1 of the Electricity Act 1989; and

(f) a gas transporter within the meaning of Part 1 of the Gas Act 1986(~~45~~a);

(g) a water undertaker within the meaning of the Water Industry Act 1991;

(h) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991; and

(i) for the area of the authorised development, and in relation to any apparatus, means the statutory undertaker to whom it belongs or by whom it is maintained.

On-street apparatus

3. This Part does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by Part 3 of the 1991 Act.

Acquisition of apparatus

4. Despite any provision in this Order or anything shown on the Land Plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of a statutory undertaker to maintain that apparatus in that land and to gain access to it will not be extinguished until, if so required by the statutory undertaker, alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the statutory undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the statutory undertaker in question 28 days' written notice of that requirement, together with a plan and section of the work proposed and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to paragraph 5(3), afford to the statutory undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed as a consequence of the removal of apparatus placed on land other than that of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in paragraph 5(2), the statutory undertaker in question, must on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its reasonable endeavours to obtain the necessary facilities and rights in other land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the statutory undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 82 (Arbitration).

(5) The statutory undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 82 (Arbitration), and after the grant to the statutory undertaker of any such facilities and rights as are referred to in paragraphs 5(2) and (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under this Part of this Schedule.

(~~45~~a) 1986 c.44.

(6) Despite anything in paragraph 5(5), if the undertaker gives notice in writing to the statutory undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus, that work, instead of being executed by the statutory undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the statutory undertaker.

(7) Nothing in paragraph 5(6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus without the prior approval of the statutory undertaker (such approval not to be unreasonably withheld or delayed).

Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a statutory undertaker facilities and rights for the construction and maintenance in land of the undertaker for alternative apparatus in substitution for apparatus to be removed, those facilities and rights will be granted upon such terms and conditions as may be agreed between the undertaker and the statutory undertaker in question or in default of agreement settled by arbitration in accordance with article 82 (Arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the arbitrator will—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker; and

(b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or on the land for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the statutory undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator may make such provision for the payment of compensation by the undertaker to that statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

7.—(1) Not less than 28 days before starting the execution of any authorised works authorised by this Order that are near to, or will or may affect, or where construction access is to be taken over, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the statutory undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under paragraph 7(1) and in accordance with such reasonable requirements as may be made in accordance with paragraph 7(3) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a statutory undertaker under paragraph 7(2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a statutory undertaker in accordance with paragraph 7(3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written

notice to the undertaker of that requirement, paragraph 6 applies as if the removal of the apparatus had been required by the undertaker under sub-paragraph (2) of that paragraph.

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with paragraph 7(2) in a case of emergency but in that case it must give to the statutory undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 7(2) in so far as is reasonably practicable in the circumstances.

Compensation

8.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 5(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any statutory undertaker, the undertaker must—

(a) bear and pay on demand the cost reasonably incurred by that statutory undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that statutory undertaker for any other expenses, loss, demands or proceedings, damages, claims, penalty or costs incurred by the statutory undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in paragraph 8(1) must impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of a statutory undertaker, its officers, servants, contractors or agents.

(3) A statutory undertaker must give the undertaker reasonable prior written notice of any claim or demand, and no settlement or compromise may be made without the consent of the undertaker.

Expenses

9.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker in question the reasonable expenses incurred by that statutory undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus.

(2) The value of any apparatus removed under this Part is to be deducted from any sum payable under paragraph 9(1), that value being calculated after removal.

(3) If in accordance with this Part—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 82 (Arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart

from this sub-paragraph would be payable to the statutory undertaker in question by virtue of paragraph 9(1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a statutory undertaker in respect of works by virtue of paragraph 9(1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory undertaker in question any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Co-operation

10.—(1) Where, under this Part, the statutory undertaker is required to give its consent or approval in respect of any matter, that consent or approval must not be unreasonably withheld or delayed.

(2) In respect of any specified work or the acquisition of rights under or over or use of the statutory undertaker's property, the statutory undertaker must co-operate with the undertaker with a view to avoiding undue delay.

Agreements

11. Nothing in this Part affects the provisions of any agreement regulating the relations between the undertaker and a statutory undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS NETWORKS

Application

12. The provisions of this Part have effect for the protection of operators unless otherwise agreed in writing between the undertaker and the operator in question.

Interpretation

13. In addition to article 2 (Interpretation), the terms in this Part have the following meanings—

"2003 Act" means the Communications Act 2003;

"conduit system" has the same meaning as in the electronic communications code; and references to providing a conduit system are to be construed in accordance with paragraph 1(3A) of that code;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in Chapter 1 of Part 2 of the 2003 Act; and

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

Electronic communications apparatus installed on, under or over any land

14. The exercise of the powers in article ~~40~~ 42 (statutory undertakers) is subject to Part 10 of Schedule 3A of the 2003 Act (undertaker's works affecting electronic communications apparatus).

Compensation

15.—(1) Subject to paragraphs 15(2) to (3), if as the result of the authorised development or its construction, any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or the property of an operator, the undertaker must—

(a) bear and pay on demand the cost reasonably incurred by that statutory undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that statutory undertaker for any other expenses, loss, demands or proceedings, damages, claims, penalty or costs incurred by the statutory undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in paragraph 15(1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) Any difference arising between the undertaker and the operator under this paragraph must, unless otherwise agreed in writing between the operator and the undertaker, be referred to and settled by arbitration under article 82 (Arbitration).

(4) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Application

16.—(1) This Part does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by Part 3 of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

Co-operation

17. In respect of any specified work or the acquisition of rights under or over or use of the statutory undertaker's property, the statutory undertaker must co-operate with the undertaker with a view to avoiding undue delay.

Enactments and agreements

18. Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

NETWORK RAIL

19. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 33 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

20. In this Part of this Schedule—

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 of the Railways Act l993;

"Network Rail" means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"undertaker" has the same meaning as in article 2 (interpretation) of this Order;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail Infrastructure Limited and-

(a) any station, land, works, apparatus and equipment belonging to Network Rail Infrastructure Limited or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail Infrastructure Limited for the purposes of such railway or works, apparatus or equipment; and

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

21.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

22.—(1) The undertaker must not exercise the powers conferred by—

(a) article ~~25~~ 27 (Authority to survey and investigate the land);

(b) article ~~26~~ 28 (Compulsory acquisition of land);

(c) article ~~28~~ 30 (Statutory authority to override easements and other rights);

(d) article ~~30~~ 32 (Compulsory acquisition of rights and imposition of restrictive covenants);

(e) article ~~31~~ 33 (Private rights of way);

(f) article ~~33~~ 35 (Acquisition of subsoil and airspace only);

(g) article ~~37~~ 39 (Temporary use of land for carrying out authorised development);

(h) article ~~39~~ 41 (Temporary use of land for maintaining authorised development);

(i) article ~~40~~ 42 (Statutory undertakers);

(j) or the powers conferred by section 11(3) of the 1965 Act,

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, or article ~~40~~ 42 (Statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions.

(6) The undertaker shall not place ~~Railway Property~~ railway property in a position where it cannot be used, or maintained, or is placed at risk of not being capable of use, to run trains safely.

23.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration in accordance with paragraph ~~22~~ 40 of this Part of this Schedule.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice (marked as urgent and requiring a response within 28 days) requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the

reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

24.—(1) Any specified work and any protective works to be constructed by virtue of paragraph ~~5(4~~23(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph ~~5~~23 of this Part of this Schedule;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

25. The undertaker must-

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

26. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

27.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by

Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph ~~5(3~~23(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph ~~10(a~~28(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

28. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph ~~5(3~~23(3) or in constructing any protective works under the provisions of paragraph ~~5(4~~23(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

29.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development (including the operation of tramcars using the tramway comprised in the works) where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph ~~5(1~~23(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)-

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph ~~5(1~~23(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph ~~5(1~~23(1) have effect subject to the sub-paragraph.

(6) If at any time and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred –

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6) –

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph ~~6~~24 of this Part of this Schedule.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph ~~15(1~~33(1) of this Part of this Schedule applies to the costs and expenses reasonably incurred or losses suffered by ~~network~~ Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph ~~10(a~~28(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 82 (Arbitration) to the Centre of Effective Dispute Resolution shall be read as a reference to the Institution of Engineering and Technology.

30. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

31. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

32. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

33.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article ~~43~~ 46 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction or maintenance of a specified work or the failure thereof;

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of the authorised development or access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with the plans approved by the engineer or in accordance with an requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub paragraph.

(2) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

34. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in ~~sub-paragraph (15~~paragraph (33)) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to he made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

35. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

36. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works and land plans and described in the Book of Reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

37. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

38. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 9 (Consent to transfer benefit of the Order) of this Order to transfer the benefit of any provision(s) of this Order that affect railway property or a specified work and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

39. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 80 (Certification of plans~~,~~ etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

40. In relation to any dispute arising under this ~~part~~ Part of this Schedule (except for those disputes referred to in paragraph ~~11(11~~29(11)) the provisions of article 82 (Arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

PART 4

FOR THE PROTECTION OF ANGLIAN WATER

41.—(1) For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

(2) In this ~~part~~ Part of this ~~schedule~~ Schedule –

"apparatus" means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

(a) any drain or works vested in Anglian Water under The Water Industry Act 1991,

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102 (4) of The Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"plan" includes sections, drawings, specifications and method statements; and

"standard protection strips" means the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus;

(a) ~~2.25metres~~ 2.25 metres where the diameter of the pipe is less than 150 millimetres,

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres,

(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and

(d) 6 metres where the diameter of the pipe exceeds 750 millimetres

unless otherwise agreed.

(3) The undertaker shall not interfere with, build over or near to any Apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips unless agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and the existence of this sub-paragraph (3) shall be brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the Undertaker.

(4) The alteration, extension, removal or re-location of any apparatus shall not be implemented until

(a) any requirement for any permits under the Environmental Permitting Regulations 2016 or other legislations and any other associated consents which are required are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in

accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(5) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which Apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until, contingency arrangements have been established to the reasonable satisfaction of Anglian Water in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

(6) Regardless of any provision in this Order or anything shown on any plan, the Undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the Undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 82 (Arbitration).

(7) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the ~~Undertaker~~ undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

(8) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will be given to Anglian Water and afforded the same protection of other Anglian Water assets.

(9) If for any reason or in consequence of the construction of any of the works referred to in ~~paragraphs 4 to 6 and 8~~ sub-paragraphs (4) to (6) and (8) above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the Undertaker shall,

(a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water

by reason or in consequence of any such damage or interruption.

(10) Any agreement or approval of Anglian Water required under this Part of this Schedule (including pursuant to sub-paragraphs (3), (4) and (6)):

(a) must not be unreasonably withheld or delayed; and

(b) is deemed to have been given if it is neither given nor refused within 28 days (or such other period of time that Anglian Water and the undertaker may agree in writing) of the date of submission of a request for such agreement or approval, or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal.

(11) Any dispute arising between the undertaker and Anglian Water under this Part of this Schedule must be referred to and settled by arbitration under article 82 (~~arbitration~~Arbitration) unless otherwise agreed in writing between the undertaker and Anglian Water.

PART 5

FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY UNDERTAKERS

Application

42.—(1) For the protection of National Grid referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between National Grid and the undertaker, have effect.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 9 (~~consent~~ Consent to transfer benefit of the Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but see paragraph ~~12(3)(b~~52(3)(b)).

Interpretation

43. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of the National Grid;

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of National Grid Electricity Transmission Plc and National Grid Gas Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc and National Grid Gas Plc to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid and where required by National Grid, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid Electricity Transmission Plc and National Grid Gas Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc and National Grid Gas Plc for an

amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to the National Grid);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) (Interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Part of this Schedule;

"commence" and "commencement" in paragraph ~~[9]~~ 50 of this Part of this Schedule ~~includes~~ shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" ~~includes~~ shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid" means National Grid Electricity Transmission Plc or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Grid acting reasonably;

"undertaker" means the undertaker as defined in article 2(1) of this Order; and

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph ~~7(2~~48(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 48(2) or otherwise.

44. Except for paragraphs ~~4~~ 45 (~~apparatus~~ Apparatus of National Grid in stopped up streets), ~~9~~ 50 (~~retained~~ Retained apparatus: ~~protection), 10~~ Protection of National Grid), 51 (~~expenses~~Expenses) and ~~11 (compensation~~52 (Indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in stopped up streets

45.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article ~~14~~ 16 (Permanent stopping up of streets~~-~~, change of status and extinguishment of private means of access), if National Grid has any apparatus that is in the street or accessed via that street National Grid will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to National Grid, or will procure the granting to National Grid of such rights in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article ~~17~~ 19 (temporary ~~stopping up~~ closure of streets and private means of access), National Grid will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the temporary stopping up or diversion was in that highway.

Protective works to buildings

46.—(1) The undertaker, in the case of the powers conferred by article ~~24~~ 26 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid, not to be unreasonably withheld or delayed.

Acquisition of land

47.—(1) Regardless of any provision in this Order or anything shown on the ~~land plans~~ Land Plans or contained in the Book of Reference to the Order, the undertaker may not (a) appropriate or acquire ~~any interest in~~ or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement or other interest of National Grid otherwise than by agreement~~, such agreement not to be unreasonably withheld or delayed~~.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and secure the consent and entering into of such deeds

and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid under paragraph ~~[9]~~ 50 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under ~~paragraph 6(1~~sub-paragraph 47(1).

Removal of apparatus

48.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in ~~question in~~ accordance with sub-paragraph (2) to (5) ~~inclusive~~.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid not less than 28 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its ~~reasonable~~ satisfaction (taking into account paragraph ~~8(1~~49(1) below) the necessary facilities and ~~rights~~rights—

(a) for the construction of alternative apparatus on other land or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus,

on other land of, or secured by, the undertaker.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such ~~necessary~~ facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation ~~does~~ shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker ~~or in default of agreement settled by arbitration in accordance with article 82 (arbitration)~~.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed ~~or settled by arbitration in accordance with article 82 (arbitration)~~, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

49.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid ~~or in default of agreement settled by arbitration in accordance with article 82 (arbitration).~~and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

~~(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the arbitrator will—~~

~~(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker; and~~

~~(b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or the land for which the alternative apparatus is to be substituted.~~

~~(3)~~(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under paragraph ~~8(1~~49(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are ~~in the opinion of the arbitrator~~ less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 56 (Arbitration) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: Protection of National Grid

50.—(1) Not less than ~~28~~ 56 days before the commencement of any ~~authorised~~ specified works that are near ~~to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise,~~ the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regimes; and

(g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing; -

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of load bearing capacities of trenches;

(d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;

(f) written details of the operations and maintenance regime for the cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid's engineers~~.~~; and

(h) evidence that trench bearing capacity is to be designed to ~~26 tonnes to take the weight of~~ support overhead line construction traffic of up to and including 26 tonnes in weight.

~~(4) National Grid must provide its written approval to or any comments on any plan submitted pursuant to sub-paragraph (2) and (3) and detail any reasonable requirements as may be made in accordance with sub-paragraph (7)(a) within not more than 28 days of the date on which a plan under sub-paragraph (1) is submitted to it.~~

~~(5) Where National Grid provides comments on any plan submitted pursuant to sub-paragraph (1) within 28 days of the date on which a plan under sub-paragraph (1) is submitted to it the undertaker shall provide a response to those comments and where necessary submit any updates to that plan to address the comments made by National Grid and National Grid shall confirm whether the plan is approved or whether it has any further comments within not more than 14 days following the date of the response from the undertaker.~~

~~(6)~~(4) ~~Where National Grid has provided comments on any plan submitted to it pursuant to sub-paragraph (1) within not more than 28 days or in response to any response received from the undertaker within not more than 14 days the~~ The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted ~~or in default of agreement the matter has been settled by arbitration in accordance with article 82 (arbitration)~~.

~~(7)~~(5) Any approval of National Grid required under ~~sub-paragraphs~~ sub-paragraph ~~(2) or (3) or settled by arbitration in accordance with article 82 (arbitration) 4)~~

(a) may be given subject to reasonable ~~requirements for the alteration or otherwise for the protection of the apparatus, or for securing access to it; and,~~conditions for any purpose mentioned in sub-paragraphs (6) or (8); and

(b) must not be unreasonably withheld.

~~(8)~~(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

~~(9)~~(7) Works ~~to which this paragraph applies~~ executed under sub-paragraphs (2) or (3) must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (~~7)(a~~6) or (8) by National Grid ~~or as settled by arbitration in accordance with article 82 (arbitration)~~, for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any

measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid shall give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

~~(10)~~(9) If National Grid in accordance with sub-paragraphs (~~7)(a~~6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs ~~1 to 3~~ 42 to 44 and ~~6 to 8~~ 47 to 49 apply as if the removal of the apparatus had been required by the undertaker under paragraph ~~7(2~~48(2).

~~(11)~~(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than ~~28~~ 56 days before commencing the execution of the authorised ~~works~~development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

~~(12)~~(11) The undertaker ~~is~~ will not be required to comply with sub-paragraph (1) ~~in the case of~~ where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with ~~any reasonable requirements for the alteration or otherwise for the protection of the apparatus, or for securing access to it~~ sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances~~.~~ and comply with sub-paragraph (12) at all times.

~~(13) In sub-paragraph (13) "emergency" means works whose execution at the time when they are executed is required in order to put an end to or to prevent the occurrence of circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.~~

~~(14)~~(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

51.—(1) ~~Subject~~ Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must ~~repay~~ pay to National Grid ~~on demand~~ within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works ~~as are referred to in this Part of this Schedule~~ including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National ~~Grid;~~Grid—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph ~~7(3~~48(3); ~~and/or~~or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with ~~article 82~~ paragraph 56 (~~arbitration~~Arbitration) of this Part of this Schedule to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

~~**Compensation**~~

Indemnity

52.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any ~~such~~ works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and

~~(b) make reasonable compensation to~~ indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid,

~~(c)~~(b) by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in ~~paragraph 11(1~~sub-paragraph (1) shall impose any liability on the undertaker in respect ~~of~~ of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents; ~~and~~

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of ~~National Grid~~ the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 ~~[~~or article 9 (~~consent~~ Consent to transfer benefit of ~~order)]~~ the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph ~~11.~~52; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Grid must give the undertaker reasonable ~~prior~~ notice of any such third party claim or demand and no settlement~~-~~, admission of liability or compromise ~~may~~ must, unless payment is required in connection with a statutory compensation scheme, be made without ~~the consent of~~ first consulting the undertaker and considering their representations.

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid or in respect of which National Grid has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid's apparatus until the following conditions are satisfied—

(a) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid has confirmed the same to the undertaker in writing; and

(b) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with paragraph 52(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

53. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule ~~shall affect~~ affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

54.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph ~~7(2~~48(2) or National Grid makes requirements for the protection or alteration of apparatus under ~~sub-paragraph (9)~~paragraph 50, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised ~~development~~ works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever ~~the~~ National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by ~~National Grid~~the undertaker, it must not be unreasonably withheld or delayed.

Access

55. If in consequence of the agreement reached in accordance with paragraph ~~[6(1)] or of the exercise~~ 47(1) or of the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

56. Save for differences or disputes arising under paragraph 48(2), 48(4) 49(1), 50 and 51 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 82 (Arbitration).

Notices

~~56.~~57. The plans submitted to National Grid by the undertaker pursuant to paragraph ~~[9(1)]~~ 50(1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 6

FOR THE PROTECTION OF CADENT

Application

57. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

58. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by Cadent for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning in article 2(1) (interpretation) of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

"Cadent" means Cadent Gas Limited and/or its successors in title and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986.

"commence" has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, requires the undertaker to submit for Cadent's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"rights" includes rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

["specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

(a) will or may be situated within [15] metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;] and

"undertaker" means the undertaker as defined in article 2 of this Order.

On Street Apparatus

59. Except for paragraphs 4 (apparatus in stopped up streets), 7 (Removal of Apparatus) in so far as paragraph 3(2) applies, 8 (Facilities and Rights for Alternative Apparatus) in so far as paragraph 3(2) below applies, 9 (retained apparatus: protection) and 10 (expenses) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(1) Paragraph 7 and 8 apply to diversions even where carried out under the 1991 Act, in circumstances where any Apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

Apparatus of Cadent in stopped up streets

60. Without prejudice to the generality of any other protection afforded to Cadent elsewhere in the Order, where any street is stopped up under article 14 (permanent stopping up of streets and extinguishment of private means of access), if Cadent has any apparatus that is in the street or accessed via that street Cadent will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to Cadent, or will procure the granting to Cadent of such rights to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 7.

(1) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 17 (temporary stopping up of streets and private means of access), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the temporary stopping up or diversion was in that highway.

Protective works to buildings

61. The undertaker, in the case of the powers conferred by article 24 (protective work to buildings), must exercise those powers so as not to obstruct the access to any apparatus without the written consent of Cadent.

Acquisition of apparatus

62. Regardless of any provision in this Order or anything shown on the land plans or contained in the Book of Reference to the Order, the undertaker may not acquire any apparatus of Cadent otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

(1) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and/or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(2) Any agreement or consent granted by Cadent under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under paragraph 6(1).

Removal of apparatus

63. If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that any apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until, if so required by Cadent, alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent in accordance with sub-paragraph (2) to (5) inclusive.

(1) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent not less than 28 days' written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must subject to sub-paragraph (3) afford to Cadent (taking into account paragraph 8(1) below) the necessary facilities and rights:

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus)

on other land of the undertaker.

(2) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such necessary facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(3) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker or in default of agreement settled by arbitration in accordance with article 82 (arbitration).

(4) Cadent must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 82 (arbitration), and after the grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(5) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to Cadent that the undertaker desires itself to execute any work, or any part of any work in connection with the construction or removal of the apparatus in any land of the undertaker, that work, instead of being executed by Cadent, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the statutory undertaker.

Facilities and rights for alternative apparatus

64. Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights for the access to, construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent or in default of agreement settled by arbitration in accordance with article 82 (arbitration).

(1) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the arbitrator will—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker; and

(b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or the land for which the alternative apparatus is to be substituted.

(2) If the facilities and rights to be afforded by the undertaker under paragraph 8(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the arbitrator is to make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

65. Not less than 28 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(1) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(2) Cadent must provide its written approval to or any comments on any plan submitted pursuant to sub-paragraph (2) and detail any reasonable requirements as may be made in accordance with sub-paragraph (6)(a) within not more than 28 days of the date on which a plan under sub-paragraph (1) is submitted to it.

(3) Where Cadent provides comments on any plan submitted pursuant to sub-paragraph (1) within 28 days of the date on which a plan under sub-paragraph (1) is submitted to it the undertaker shall provide a response to those comments and where necessary submit any updates to that plan to address the comments made by Cadent and Cadent shall confirm whether the plan is approved or whether it has any further comments within not more than 14 days following the date of the response from the undertaker.

(4) Where Cadent has provided comments on any plan submitted to it pursuant to sub-paragraph (1) within not more than 28 days or in response to any response received from the undertaker within not more than 14 days the undertaker must not commence any works to which sub-

paragraphs (1) and (2) apply until Cadent has given written approval of the plan so submitted or in default of agreement the matter has been settled by arbitration in accordance with article 82 (arbitration).

(5) Any approval of Cadent required under sub-paragraph (3) or settled by arbitration in accordance with article 82 (arbitration) —

(a) may be given subject to reasonable requirements for the alteration or otherwise for the protection of the apparatus, or for securing access to it; and,

(b) must not be unreasonably withheld.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1), as approved and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (6)(a) or as settled by arbitration in accordance with article 82 (arbitration) or as amended from time to time by agreement between the undertaker and Cadent, and Cadent will be entitled to watch and inspect the execution of those works.

(7) If Cadent in accordance with sub-paragraph (6)(a) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(9) The undertaker is not required to comply with sub-paragraph (1) or (7) in the case of emergency but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with any reasonable requirements for the alteration or otherwise for the protection of the apparatus, or for securing access to it insofar as is reasonably practicable in the circumstances.

(10) At all times when carrying out any works authorised under the Order the undertaker or persons carrying out works on behalf of the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent High pressure Gas pipelines and associated installation requirements for third parties SPGD/SP /SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

Expenses and costs

66. Subject to the following provisions of this paragraph, the undertaker must repay to Cadent on demand all charges, costs and expenses reasonably incurred by Cadent in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development as are referred to in paragraph 7(2) including without limitation —

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;

(g) any watching brief pursuant to paragraph 9(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 82 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Compensation

67. Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, the undertaker shall—

(a) bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) make reasonable compensation to Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent,

by reason or in consequence of any such damage or interruption.

(2) Nothing in paragraph 11(1) must impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents.

(3) Cadent must give the undertaker reasonable prior written notice of any claim or demand, and no settlement or compromise may be made without the consent of the undertaker.

Enactments and agreements

68. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

69. Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 7(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(1) For the avoidance of doubt whenever Cadent's consent, agreement or approval is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

Access

70. If in consequence of the exercise of the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must following a request by Cadent and to the extent reasonably possible in land of the undertaker provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus.

Notices

71. The plans submitted to Cadent by the undertaker pursuant to paragraph [9(1)] must be sent to Cadent Gas Limited Plant Protection at Brick Kiln Street, Hinckley, Leicester, LE10 0NA or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

PART 7

FOR THE PROTECTION OF ESSEX AND SUFFOLK WATER

72.58. For the protection of Essex and Suffolk Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Essex and Suffolk Water, have effect.

73.59. In this Part of this Schedule—

"Authority" has the meaning given in the Water Industry Act 1991;

"alternative apparatus" means alternative apparatus adequate to enable ESW to fulfil its statutory functions in not less efficient a manner than previously;

"apparatus" means any works, mains, pipes, wells, boreholes, tanks, service reservoirs, pumping stations (and any accessories to those items) or other apparatus, structures, tunnels, shafts or treatment works belonging to or maintained by ESW for the purposes of water supply and includes a water main, resource main or trunk main and any inspection chambers, wash-out pipes, pumps, ferrules or stopcocks for the main or works (within the meaning of section 219 of the Water Industry Act 1991);

"condition 1" means the satisfaction of the conditions set out in paragraphs 71 and 72;

"condition 2" means the satisfaction of the conditions set out in paragraphs 73, 74 and 75;

"domestic supply" has the meaning given in the Water Industry Act 1991;

"ESW" means Northumbrian Water Limited, t/a Essex and Suffolk Water, company number 02366703, whose registered office is at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"plan" includes sections, drawings, specifications and method statements;

"the standard protection strips" means strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

(a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;

(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and

(d) 6 metres where the diameter of the pipe exceeds 750 millimetres

unless otherwise agreed;~~and~~

"WINEP process" means the water industry national environment programme process which informs the Authority's price review process for the period 2025 to 2030 (PR24); and

"WRMP 24" means Water Resource Management Plan 2024.

~~74.~~60. The undertaker must not interfere with, build over or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips unless otherwise agreed in writing with ESW, such agreement not to be unreasonably withheld or delayed, and the existence of this paragraph ~~74~~ 60 shall be brought to the attention of any agent or contractor responsible for carrying out any part of the authorised development on behalf of the undertaker.

~~75.~~61. The alteration, extension, removal or re-location of any apparatus shall not be implemented until—

(a) any required permits under the Environmental Permitting Regulations 2016 or other legislation and any other associated consents are obtained; and

(b) the undertaker has made the appropriate application under section 185 (duty to move pipes, etc.) of the Water Industry Act 1991 as may be required by that provision and has provided a plan and section of the works proposed to ESW and ESW has given the necessary consent or approval under that provision, such agreement not to be unreasonably withheld or delayed,

and such works are to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by ESW for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

~~76.~~62. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which any apparatus is placed and such apparatus is to be

relocated, extended, removed or altered in any way, no alteration or extension shall take place until ESW has established to its reasonable satisfaction contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

~~77.~~63. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for ESW to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of ESW, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for ESW, such agreement not to be unreasonably withheld or delayed.

~~78.~~64. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable ESW to maintain or use the apparatus no less effectively than was possible before such obstruction.

~~79.~~65. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to ESW and afforded the same protection as other ESW assets.

~~80.~~66. If for any reason or in consequence of the construction of any of the works referred to in paragraphs ~~74 to 76~~ 60 to 62 any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of ESW, or there is any interruption in any service provided, or in the supply of any goods, by ESW, the undertaker must—

(a) bear and pay the cost reasonably incurred by ESW in making good any damage or restoring the supply; and

(b) make reasonable compensation to ESW for any other expenses, loss, damages, penalty or costs incurred by ESW, by reason or in consequence of any such damage or interruption.

~~81.~~67. Any agreement or approval of ESW required under these provisions (including pursuant to paragraph ~~74~~60, ~~75~~ 61 and ~~77~~:63—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 42 days of the date of submission of a request for such agreement or approval, or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and

(c) any request for agreement or approval of ESW required under these provisions must be sent to companysecretary@nwl.co.uk. or such other address as ESW may from time to time appoint instead for that purpose and notify to the undertaker in writing.

~~82.~~68. Any dispute arising between the undertaker and ESW under this Part of this Schedule must be referred to and settled by arbitration under article 82 (~~arbitration~~Arbitration) unless otherwise agreed in writing between the undertaker and ESW.

Water Industry Act 1991

69. Unless otherwise agreed by ESW in its absolute discretion, the undertaker will not serve notice on ESW pursuant to section 41 or any other notice under the Water Industry Act 1991 in so far as it relates to domestic supply (or any equivalent provision with a similar effect consequential on non-household retail exit) in relation to the authorised development and hereby withdraws any such notice which the undertaker may have served on ESW prior to the coming into force of this Order.

Supply of potable water to the authorised development

70.—(1) Subject to either condition 1 or condition 2 being satisfied, and subject to the terms and conditions of any agreement made under section 55 Water Industry Act 1991 or determination by the Authority under section 56 Water Industry Act 1991 (or any equivalent provisions with a similar effect), ESW will use its reasonable endeavours to supply the authorised development with—

(a) an annual average of 2.2 Ml/d of potable water; and

(b) a peak demand of 2.8 Ml/d of potable water,

as soon as reasonably practicable.

Condition 1

71. The Environment Agency has confirmed the new annual licensed quantities of water for ESW's River Waveney abstraction licence (7/34/19/*S/0108) and the Environment Agency's Waveney Augmentation Groundwater Scheme abstraction licence.

72. Following satisfaction of paragraph 71, ESW, acting reasonably, has confirmed to the undertaker that there is sufficient sustainable water resource in the Northern Central Water Resource Zone to meet forecast demand from its existing customers and forecast demand from its future customers, including demand from the undertaker for the authorised development.

Condition 2

73. New supply schemes have been identified in ESW's Water Resources Management Plan 2024 (WRMP24).

74. Following satisfaction of paragraph 73, the Secretary of State for the Department for Environment, Food and Rural Affairs has granted permission for the publication of ESW's final WRMP24.

75. Following satisfaction of paragraph 74, the Authority has approved the required supply schemes from ESW's approved WRMP24 in its Final Determinations for the 2024 Price Review.

PART ~~8~~8

FOR THE PROTECTION OF EDF ENERGY NUCLEAR GENERATION LIMITED

Application

~~83.~~76. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and ENGL.

Interpretation

~~84.~~77. In addition to article 2 (~~interpretation),~~ Interpretation), the terms in this Part have the following meanings—

"Book of Reference" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order;

"include" or "includes" is to be interpreted in accordance with article 2(9) (~~interpretation~~Interpretation) of this Order;

"Land Plans" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order;

"ENGL" means EDF Energy Nuclear Generation Limited (company number 03076445);

"NSL" means a nuclear site licence granted by the Office for Nuclear Regulation in exercise of powers contained in sections 1(1), 3 and 4 of the Nuclear Installations Act 1965;

"Order Land" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order;

"Service Media" means pipes, sewers, drains (including drainage ditches) underground and overhead electricity cables, busbars, telecommunications and fibre optic cables, mains, ducts, conduits, gutters, watercourses, wires, other cables, conducting media including any fixings, louvres, cowls and other covers, manholes, junction boxes and other ancillary works and mechanisms;

"Site" means any land within the Order Limits in which ENGL has a freehold or leasehold interest.

Acquisition of Land

~~85.~~78.—(1) Despite any provision of this Order or anything shown on the Land Plans or contained in the Book of Reference, the undertaker must not exercise any power—

(a) to appropriate, acquire, extinguish, interfere with or override any land or interests held by ENGL in the Site;

(b) to temporarily possess any Order Land located within any part of the Site;

(c) to grant new rights or impose restrictive covenants over the Site,

otherwise than by agreement with ENGL.

(2) Despite any provision of this Order or anything shown on the Land Plans or contained in the Book of Reference, the undertaker must not exercise any power to acquire, divert, interfere with or relocate apparatus or Service Media in the Site or which serves the Site otherwise than by agreement with ENGL.

(3) Despite any provision of this Order or anything shown on the Land Plans or contained in the Book of Reference, the undertaker must not exercise any power to appropriate, acquire, extinguish, interfere with or override any third-party interest in the Site without ENGL's written consent, such consent not to be unreasonably withheld or delayed.

(4) Where the undertaker and ENGL agree under this paragraph that any land interest in the Site, or apparatus in the Site, may be acquired by agreement at a time when the NSL remains in force, such acquisition may only take place after the consent of the Office for Nuclear Regulation has first been obtained by ENGL where required in accordance with the NSL.

Apparatus and/or Service Media of ENGL in stopped up streets

~~86.~~79. Without prejudice to the generality of any other protection afforded to ENGL elsewhere in the Order, where any street is stopped up under article ~~14~~ 16 (~~permanent~~ Permanent stopping up of streets~~–~~, change of status, and extinguishment of private means of access), if ENGL has any apparatus and/or Service Media in the street or accessed via that street then it is entitled to the same rights in respects of such apparatus and/or Service Media as it enjoyed immediately before the stopping up, diversion or variation and the undertaker must grant to ENGL, or procure the granting to ENGL of equivalent rights to ENGL in respect of such apparatus and/or Service Media and access to it prior to the stopping up, diversion or variation of any such street or highway.

Article 5

~~87.~~80. Neither the undertaker ~~or~~ nor ENGL shall exercise any rights it may have to serve notice on the local planning authority pursuant to article 5 (Effect of the Order on the Sizewell B relocated facilities permissions) without the written consent of the other.

Discharge or requirements

~~88.~~81. Neither the undertaker or ENGL shall submit details for approval by the local planning authority pursuant to the requirements in Schedule 2 in relation to Work No. 1D or Work No. 1E without the approval of the other.

Service Media plan

~~89.~~82. In respect of any grid works being carried out by National Grid, for the purpose of identifying the Service Media to which the provisions of this Part shall have effect, ENGL must if reasonably requested and to the extent that it is appropriate to do so (acting as a prudent nuclear operator) supply plans to National Grid identifying the location of any Service Media belonging to ENGL.

Enactments and agreements

~~90.~~83. Save to the extent agreed in writing between ENGL and the undertaker, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and ENGL.

Arbitration

~~91.~~84. Any dispute arising between the undertaker and ENGL under this Part of this Schedule must be referred to and settled by arbitration under article 82 (~~arbitration~~Arbitration) unless otherwise agreed in writing between the undertaker and ENGL.

PART ~~9~~9

FOR THE PROTECTION OF THE NUCLEAR DECOMMISSIONING AUTHORITY AND MAGNOX LIMITED

Application

~~92.~~85. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and NDA and / or Magnox (as applicable).

Interpretation

~~93.~~86. In addition to article 2 (~~interpretation),~~ Interpretation), the terms in this Part have the following meanings—

"access road" means the private access road connecting the Magnox Site and NDA Site to the adopted highway (sizewell gap road) shown on the Access Road Plan;

"Access Road Plan" means the document certified as such by the Secretary of State ~~as such~~ under article 80 (Certification of plans, etc) and identified in Schedule ~~22~~ 24 for the purposes of this Order;

"alternative installations" means appropriate alternative installations to the satisfaction of NDA and / or Magnox (as applicable) to enable NDA and / or Magnox (as applicable) to fulfil its obligations under the Designating Directions and NSL in a manner not less efficient than previously;

"authorised development" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order;

"Book of Reference" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order;

"Designating Directions" mean the nuclear site directions in force in respect of any part of the NDA Site and made by the Secretary of State in exercise of the powers contained in sections 3, 4 and 16 of the Energy Act 2004;

"include" or "includes" is to be interpreted in accordance with article 2(9) (~~interpretation~~Interpretation) of this Order;

"installation(s)" means any buildings, structures, cooling water infrastructure, services and any other uses and apparatus belonging to or maintained by or used by NDA or Magnox within the Site and / or the Rights Land as identified by NDA or Magnox (as applicable) in accordance with paragraph ~~106~~99;

"in" in a context referring to apparatus in land includes a reference to apparatus across, under, over or upon land;

"Land Plans" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order;

"Magnox" means Magnox Limited (Company No.02264251) and includes its successors in title, agents, assigns, officers, servants contractors or agents;

"Magnox Rights Land" means that part of the Order Land in which Magnox has a legal or beneficial interest including any easement, liberty, privilege, right, advantage or restrictive covenant but excluding a freehold or leasehold interest;

"Magnox Site" means that part of the Order Land in which Magnox has a freehold or leasehold interest;

"NDA" means the Nuclear Decommissioning Authority, a non-departmental public body established by the Energy Act 2004, and any successor body with responsibility for carrying out the same or similar statutory functions;

"NDA Rights Land" means that part of the Order Land in which NDA has a legal or beneficial interest including any easement, liberty, privilege, right, advantage or restrictive covenant but excluding a freehold or leasehold interest

"NDA Site" means that part of the Order Land in which NDA has a freehold or leasehold interest;

"NSL" means a nuclear site licence granted by the Office for Nuclear Regulation in exercise of powers contained in sections 1(1), 3 and 4 of the Nuclear Installations Act 1965;

"NSL Site" means those parts of the Site in respect of which an NSL is in force from time to time and means the nuclear site licence, as amended from time to time, for the Site granted by the Secretary of State in exercise of powers under sections 1(1), 3 and 4 of the Nuclear Installations Act 1965 on 28th November 1997 to Magnox;

"Order Land" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order;

"plans" includes sections, designs, design data, software, drawings, specifications, descriptions (including descriptions of methods of construction), method statements, soil reports, programmes, staging proposals and other supporting information that are reasonably necessary to properly and sufficiently describe the works to be executed;

"Rights Land" means the NDA Rights Land and the Magnox Rights Land;

"Site" means the NDA Site and the Magnox Site;

"specified works" means so much of any of the authorised development as is situated upon, across, under, or over the Site and / or the Rights Land or that are near to, or will or may in any way adversely affect the installations; and

"working days" has the same meaning as in article 2(1) (~~interpretation~~Interpretation) of this Order.

Acquisition of Land and Installations

~~94.~~87.—(1) Despite any provision of this Order or anything shown on the Land Plans or contained in the Book of Reference, the undertaker must not—

(a) exercise any power to acquire any part of the Site, or any right, interest, or installations in the Site, or override any easement or other interest in the Site or extinguish any right or suspend any right of NDA and / or Magnox (as applicable) in the Site or impose any restrictions in the Site otherwise than by agreement with NDA and / or Magnox (as applicable) and—

(i) only once the Designating Directions in respect of the relevant part of the NDA Site have been modified or revoked to the satisfaction of NDA by the Secretary of State in accordance with section 5 of the Energy Act 2004;

(ii) subject to sub-paragraph (3), only once the NSL in respect of the relevant part of the NSL Site has been surrendered by Magnox or revoked by the Office for Nuclear Regulation; and

(iii) where required by NDA and / or Magnox, the undertaker has first provided an alternative installation pursuant to this Part; and

(iv) where required by NDA and /or Magnox, the undertaker has first provided an alternative, equivalent right, interest, easement or other interest pursuant to this Part,

to ensure the continued decommissioning of the NSL Site and the continued compliance by NDA and / or Magnox of their respective statutory requirements.

(b) exercise any power to temporarily possess any Order Land located within the Site otherwise than by agreement with NDA and / or Magnox (as applicable).

(2) Despite any provision of this Order or anything shown on the Land Plans or contained in the Book of Reference, the undertaker must not exercise any power to acquire any installations in the Rights Land, or acquire any right or interest of NDA and/or Magnox (as applicable) in the Rights Land, or override any easement or other interest of NDA and / or Magnox (as applicable) in the Rights Land or extinguish any right or suspend any right of NDA and/or Magnox (as applicable) in the Rights Land otherwise than by agreement with NDA and / or Magnox (as applicable) and only:

(a) where required by NDA and / or Magnox, the undertaker has first provided an alternative installation pursuant to this Part; and /or

(b) where required by NDA and / or Magnox the undertaker has first provided an alternative, equivalent right, interest, easement or other interest pursuant to this Part,

to ensure the continued decommissioning of the NSL Site and the continued compliance by NDA and / or Magnox of their respective statutory requirements.

(3) Where the undertaker and NDA and / or Magnox (as applicable) agree under this paragraph that any land interest in the NSL Site, or installations in the NSL Site, may be acquired by agreement at a time when the NSL remains in force, such acquisition may only take place after the consent of the Office for Nuclear Regulation has first been obtained by Magnox in accordance with the NSL.

Right of access

~~95.~~88.—(1) The undertaker must not stop up in whole or in part the access road or extinguish in whole or in part any right of NDA and / or Magnox (as applicable) along the access road unless and until:

(a) an equivalent replacement access has been agreed by the undertaker and NDA and / or Magnox (as applicable) (such agreement not to be unreasonably withheld or delayed); and

(b) such replacement access has been put in place to the reasonable satisfaction of NDA and / or Magnox (as applicable) and in accordance with all safety and emergency response requirements; and

(c) NDA and / or Magnox (as applicable) has/have been granted the same rights in respect of the replacement access as NDA and / or Magnox (as applicable) enjoyed immediately before the stopping up or extinguishment of the access road.

(2) The undertaker must ensure that a full right of access for all emergency, operational and user purposes is maintained at all times by means of the access road or replacement access as set out in sub-paragraph (1).

Removal of Installations and Execution of Specified Works

~~96.~~89. If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any installation is located or placed, that installation must not be removed under this Part or under any other statutory power, and any right of NDA and / or Magnox (as applicable) to use, access, maintain, or renew installations on, in or over that land must not be extinguished until either alternative installations have been constructed in accordance with paragraph ~~97~~ 105 of this Part and are in operation to the reasonable satisfaction of NDA and / or Magnox (as applicable) or NDA and / or Magnox (as applicable) provides its written consent (such agreement not to be unreasonably withheld or delayed) to removal without alternative installations being required, constructed or in operation.

~~97.~~90.—(1) Not less than 56 working days before the intended removal of installations and construction of alternative installations or execution of specified works, the undertaker must supply to NDA and / or Magnox (as applicable) plans of the works to be executed for the reasonable approval of NDA and / or Magnox (as applicable) and the removal of installations, construction of alternative installations and / or the execution of specified works must not be commenced except in accordance with plans approved in writing by NDA and / or Magnox (as applicable) or settled by arbitration under article 82 (Arbitration) of this Order.

(2) The approval of NDA and / or Magnox (as applicable) must not be unreasonably withheld or delayed and NDA and / or Magnox (as applicable) must indicate its approval or disapproval of the plans submitted under sub-paragraph (1) within—

(a) a period of 56 working days beginning with the day immediately following that on which the plans are received by NDA and / or Magnox (as applicable);

(b) a period of 56 working days beginning with the day immediately following that on which the further information has been supplied in full by the undertaker following a request from NDA and / or Magnox (as applicable) under paragraph ~~98~~91; or

(c) such longer period than 56 working days in sub-paragraph (a) or (b) as may be agreed in writing by the undertaker and NDA and / or Magnox (as applicable) before the end of such 56 day period.

(3) Any approval of NDA and / or Magnox (as applicable) under this paragraph may be provided subject to such requirements as NDA and / or Magnox (as applicable) considers reasonable.

(4) The removal of installations, construction of alternative installations or the execution of specified works must be executed only in accordance with the plans submitted and approved by NDA and / or Magnox (as applicable) under this paragraph and in accordance with such reasonable requirements of NDA and / or Magnox (as applicable) and NDA and / or Magnox (as applicable) is entitled to watch and inspect the execution of those works, and the undertaker must supply NDA and / or Magnox (as applicable) with any additional information concerning such works as NDA or Magnox may reasonably require.

(5) Where NDA and / or Magnox (as applicable) requires any protective works under sub-paragraph (3) to be carried out either by itself or by the undertaker (whether of a permanent or temporary nature), the protective works must be carried out to NDA and / or Magnox's (as applicable) reasonable satisfaction prior to the carrying out of the specified works.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 working days before commencing the execution of any works, new plans instead of the plans previously submitted, and having done so the provisions of this paragraph apply again in respect of the new plans.

~~98.~~91.—(1) Following receipt of plans under paragraph ~~97~~ 90 of this Part, NDA and / or Magnox (as applicable) may request such reasonable further information from the undertaker as is necessary to enable it to consider the plans.

(2) Any request under sub-paragraph (1) must be made within a period of 28 working days beginning with the day immediately following that on which the plans are received by NDA and / or Magnox (as applicable).

Expenses

~~99.~~92. Subject to paragraph ~~100~~ 93 of this Part, the undertaker must pay to NDA and / or Magnox (as applicable) the proper and reasonable expenses reasonably incurred by NDA and / or Magnox (as applicable) in, or in connection with, the inspection, alteration or protection of any installations and approvals, provided NDA and / or Magnox (as applicable) has obtained the undertaker's prior approval for any such expenditure (not to be unreasonably withheld or delayed).

~~100.~~93. NDA and / or Magnox (as applicable) is not required to seek the undertaker's prior approval pursuant to paragraph ~~99~~ 92 and ~~102~~ 95 of this Part for expenditure required in the case of an emergency but in that case NDA and / or Magnox (as applicable) must give to the undertaker notice of any such expenditure as soon as is reasonably practicable.

~~101.~~94. In paragraph ~~100 and 102~~ 93 of this Part "emergency" means works whose execution at the time when they are executed are required in order to put an end to or to prevent the occurrence of circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

~~[~~Indemnity

~~102.~~95.—(1) Subject to sub-paragraph (3), if by reason, or in consequence, of the construction, use, existence, operation or failure of any specified works or in consequence of the construction, use, existence, operation, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in any consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, any damage is caused to any installations or property of NDA and / or Magnox (as applicable), or to operations, or there is any interruption in any service provided to NDA and / or Magnox (as applicable) or by NDA and / or Magnox (as applicable), or in the supply of any goods to NDA and / or Magnox (as applicable) or by NDA and / or Magnox (as applicable) or NDA and / or Magnox (as applicable) becomes liable to pay any amount to any third party, the undertaker must—

(a) subject to paragraph ~~100~~93, bear and pay on demand the proper and reasonable costs reasonably and properly incurred by NDA and / or Magnox (as applicable) in making good such damage or restoring operations, services or supply provided NDA and / or Magnox (as applicable) has obtained the undertaker's prior approval for any such costs incurred (not to be unreasonably withheld or delayed); and

(b) indemnify NDA and / or Magnox (as applicable) for any other expenses, loss (whether direct or indirect and including losses of an economic nature), demands, proceedings, damages, claims penalty or costs incurred by or recovered from NDA and / or Magnox (as applicable) by reason or in consequence of any such damage or interruption or NDA and / or Magnox (as applicable) becoming so liable to any third party as aforesaid other than arising from any default of NDA and / or Magnox (as applicable).

(2) The fact that any act or thing may have been done by either NDA or Magnox on behalf of the undertaker or in accordance with a plan approved by NDA and / or Magnox (as applicable) or in accordance with any requirement of NDA and / or Magnox (as applicable) or its supervision does not (subject to sub-paragraph (3)) excuse the undertaker from liability under sub-paragraph (1) unless NDA and / or Magnox (as applicable) fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and NDA and / or Magnox (as applicable) in writing.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any loss, damage, injury or interruption to the extent that it is attributable to the neglect or default of either NDA or Magnox, its officers, servants, contractors or agents.

(4) NDA and / or Magnox (as applicable) must give the undertaker reasonable written notice (being not less than 28 working days) of any claim or demand and, subject to sub-paragraph (5), NDA and / or Magnox (as applicable) may decide whether or not to pass conduct of any proceedings necessary to rest the claim or demand to the undertaker.

(5) Where NDA and / or Magnox (as applicable) decides—

(a) to retain conduct of any proceedings necessary to rest the claim or demand, NDA and / or Magnox (as applicable) must consult with the undertaker and have due regard to the undertakers' representations as to how the proceedings are to be conducted and no settlement, admission of liability or compromise may be made without the consent of the undertaker (not to be unreasonably withheld or delayed);

(b) to pass conduct of any proceedings necessary to rest the claim or demand to the undertaker, the undertaker must consult with NDA and / or Magnox (as applicable) and have due regard to NDA and / or Magnox's representations (as applicable) as to how the proceedings are to be conducted and no settlement, admission of liability or compromise may be made without the consent of NDA and / or Magnox (as applicable) (not to be unreasonably withheld or delayed).

(6) Neither NDA, Magnox nor the undertaker may make any public statement relating to any claim or demand or any settlement or compromise that may be made in respect of any claim or demand without the consent of NDA, Magnox or the undertaker (as applicable).

(7) NDA and / or Magnox (as applicable) must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(8) NDA and / or Magnox (as applicable) must use its reasonable endeavours to mitigate and to minimise any costs, expenses, losses, demands, and penalties to which the indemnity under this paragraph applies where it is within NDA and / or Magnox (as applicable)'s reasonable ability and control to do so and, if reasonably requested to do so by the undertaker, NDA and / or Magnox (as applicable) must provide an explanation of how the claim has been minimised, where relevant.

Enactments and agreements

~~103.~~96. Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and either NDA or Magnox (as applicable) in respect of any installations located at or providing access into the Site or Rights Land on the date on which this Order is made.

Co-operation

~~104.~~97. The undertaker must not exercise any power under this Order which would interfere with the ability for NDA and Magnox to facilitate the decommissioning and delicensing of the NSL Site, and fulfilment of any statutory requirements, unless otherwise agreed in writing between the NDA and / or Magnox (as applicable) and the undertaker.

Arbitration

~~105.~~98. Any dispute arising between the undertaker and NDA and / or Magnox (as applicable) under this Part of this Schedule must be referred to and settled by arbitration under article 82 (~~arbitration~~Arbitration) unless otherwise agreed in writing between the undertaker and NDA and / or Magnox (as applicable).

Installation(s) plan

~~106.~~99. For the purpose of identifying the installations to which the provisions of this Part shall have effect, NDA and / or Magnox (as applicable) must supply plans identifying the location of any buildings, structures, cooling water infrastructure, services, pipelines and any other uses and apparatus belonging to or maintained by or used by NDA or Magnox, such plans to be updated and notified to the undertaker from time to time.

PART 10

FOR THE PROTECTION OF ~~NORTHUMBRIAN WATER~~ EAST ANGLIA ONE NORTH LIMITED

Application

100. For the protection of EA1N the following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and EA1N.

Interpretation

101. In this Part of this Schedule—

"EA1N" means East Anglia ONE North Limited (company number 11121800);

"EA1N" Order Limits Interaction – Offshore Plan" means the document certified as such by the Secretary of State as such under article 80 (Certification of plans, etc); and

"EA1N Sizewell Gap Transport Interaction Plan" means the document certified as such by the Secretary of State as such under article 80 (Certification of plans, etc).

Interaction at Sizewell Gap

102. The undertaker shall consult with EA1N in the formulation of the proposed method of working and timing of execution of—

(a) works within the area labelled "transport area of interaction" and shaded orange on the EA1N Sizewell Gap Transport Interaction Plan (Drawing No. SZC-SZ0100-XX-000-DRW-100290); and

(b) works which may affect the highway within the area labelled "transport area of interaction",

prior to any works comprised within Work No. 1A or Work No. 1C commencing within the area labelled "transport area of interaction".

Interaction at Snape Road

103. The undertaker shall consult with EA1N in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 16, prior to Work No. 16 commencing.

Interaction at Friday Street

104. The undertaker shall consult with EA1N in the formulation of the proposed method of working and timing of execution of works within the highway comprised within Work Nos. 11A and 11B and any works which may affect the highway within Work Nos. 11A and 11B, prior to Work Nos. 11A and 11B commencing.

Sizewell C proposed intake infrastructure

105.—(1) Save for urgent reasons of vessel safety and subject to sub-paragraph (2), the undertaker shall not carry out any of the authorised development (including the placement temporary or otherwise of anchors or moorings) within the area labelled "Overlap of Sizewell C Order limits with East Anglia ONE North Order limits" and hatched purple on the EA1N Order Limits Interaction – Offshore Plan (Drawing No. SZC-SZ0100-XX-000-DRW-100288) without having first submitted to and secured approval from EA1N details of the proposed method of working within these areas (such approval not to be unreasonably withheld or delayed) and thereafter the undertaker shall implement the authorised project in full accordance with such approved details.

(2) Nothing in this paragraph shall prevent the passage of vessels within the area specified in sub-paragraph (1) prior to the construction of any works within that location by EA1N at any time.

Acquisition of land

106. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker must not, to the extent that the exercise of such powers relates to the carrying out of Work Nos. 1A, 1C, 11A, 11B or 16, acquire any land interest or rights or impose restrictive covenants over land belonging to EA1N and may not override or extinguish any easement and/or other rights or interests of EA1N otherwise than by agreement.

Arbitration

107. Any difference or dispute arising between EA1N and the undertaker must, unless otherwise agreed in writing between EA1N and the undertaker, be determined by arbitration in accordance with article 82 (arbitration) of the Order.

PART 11

PROTECTION OF EAST ANGLIA TWO LIMITED

Application

108. For the protection of EA2 the following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and EA2.

Interpretation

109. In this Part of this Schedule—

"EA2" means East Anglia TWO Limited (company number 11121842);

"EA2 Order Limits Interaction – Offshore Plan" means the document certified as such by the Secretary of State as such under article 80 (Certification of plans, etc); and

"EA2 Sizewell Gap Transport Interaction Plan" means the document certified as such by the Secretary of State as such under article 80 (Certification of plans, etc).

Interaction at Sizewell Gap

110. The undertaker shall consult with EA2 in the formulation of the proposed method of working and timing of execution of—

(a) works within the area labelled "transport area of interaction" and shaded orange on the EA2 Sizewell Gap Transport Interaction Plan (Drawing No. SZC-SZ0100-XX-000-DRW-100291); and

(b) works which may affect the highway within the area labelled "transport area of interaction",

prior to any works comprised within Work No. 1A or Work No. 1C commencing within the area labelled "transport area of interaction".

Interaction at Snape Road

111. The undertaker shall consult with EA2 in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 16, prior to Work No. 16 commencing.

Interaction at Friday Street

112. The undertaker shall consult with EA2 in the formulation of the proposed method of working and timing of execution of works within the highway comprised within Work Nos. 11A and 11B and any works which may affect the highway within Work Nos. 11A and 11B, prior to Work Nos. 11A and 11B commencing.

Sizewell C proposed intake infrastructure

113.—(1) Save for urgent reasons of vessel safety and subject to sub-paragraph (2), the undertaker shall not carry out any of the authorised development (including the placement temporary or otherwise of anchors or moorings) within the area labelled "Overlap of Sizewell C Order limits with East Anglia TWO Order limits" and hatched purple on the EA2 Order Limits Interaction – Offshore Plan (Drawing No. SZC-SZ0100-XX-000-DRW-100289) without having first submitted to and secured approval from EA2 details of the proposed method of working

within these areas (such approval not to be unreasonably withheld or delayed) and thereafter the undertaker shall implement the authorised project in full accordance with such approved details.

(2) Nothing in this paragraph shall prevent the passage of vessels within the area specified in sub-paragraph (1) prior to the construction of any works within that location by EA2 at any time.

Acquisition of land

114. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker must not, to the extent that the exercise of such powers relates to the carrying out of Work Nos. 1A, 1C, 11A, 11B or 16, acquire any land interest or rights or impose restrictive covenants over land belonging to EA2 and may not override or extinguish any easement and/or other rights or interests of EA2 otherwise than by agreement.

Arbitration

115. Any difference or dispute arising between EA2 and the undertaker must, unless otherwise agreed in writing between EA2 and the undertaker, be determined by arbitration in accordance with article 82 (arbitration) of the Order.

SCHEDULE ~~19~~20

Article ~~51~~54

Limits of Harbour

The limits of the harbour within which the undertaker must exercise jurisdiction as the harbour authority and within which the powers of the harbour master are exercisable must be the area bounded by an imaginary line commencing at the shore north of the authorised development at 52°14’0’’, 1° 37’ 37’’, then extending in a straight line to a point at 52°14’0’’, 1° 41’ 0’’, then extending in a straight line to a point at 52° 12’ 0’’, 1° 41’ 0’’, then extending in a straight line due west to the coast to a point at 52° 12’ 0’’, 1° 37’ 20.8, then following the level of Highest Astronomical Tide (HAT) to the point at 52°14’0’’, 1° 37’ 37’’. Discrete lines of latitude and longitude have been chosen as these are easier for mariners to use in the absence of any suitable landmarks.

SCHEDULE ~~20~~21

Article ~~75~~74

Deemed Marine Licence under Part 4 (Marine Licensing) of the Marine and Coastal Access Act 2009

PART 1

INTRODUCTION

Interpretation

1.—(1) In this licence—

~~"the 2008 Act" means the Planning Act 2008;~~

"the 2009 Act" means the Marine and Coastal Access Act 2009;

~~"the 2011 Regulations" means the Marine Licensing (Licence Application Appeals) Regulations 2011;~~"ANMP" means the Aids to Navigation Management Plan;

"BLF" means Beach Landing Facility;

"business day" means a day other than a Saturday or a Sunday, which is not Christmas Day, Good Friday or a bank holiday under section 1 (bank holidays) of the Banking and Financial Dealings Act 1971;

"business hours" means the period from 09:00 until 17:00 on any business day;

"capital dredging ~~activity~~" means an activity which comprises the excavation of the seabed, in an area or down to a level (relative to Ordnance Datum) not previously dredged during the preceding 10 years, and "capital dredge" is to be construed accordingly;

"Close Out" means the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time;

"~~CPMMP~~CDO" means the ~~Coastal Processes Monitoring and Mitigation Plan~~Combined Drainage Outfall;

"commence" means beginning to carry out any licensed activity or any phase of licensed activity and "commenced" and "commencement" are to be construed accordingly;

"condition" means a condition under Part 3 of this licence;

"CPMMP (marine)" means the Coastal Processes Monitoring and Mitigation Plan;

"determination date" ~~is~~ means the date after which the undertaker may submit an appeal for non-determination under Schedule ~~20A~~ 22 (Appeals procedure in relation to deemed marine licence)~~;~~ of the Order;

"Draft Coastal Processes Monitoring and Mitigation Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc.) of the Order;

~~"EIFCA" means the Eastern Inshore Fisheries Conservation Authority;~~

~~"the English inshore region" has the same meaning as that given in section 322 (interpretation) of the 2009 Act;~~

"Draft Fish Impingement and Entrainment Monitoring Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc.) of the Order;

"Draft Marine Mammal Mitigation Protocol" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc.) of the Order;

"Draft Sabellaria Reef Management and Monitoring Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc.) of the Order;

"Draft Site Integrity Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc.) of the Order;

"environmental information" means the Environmental Statement and any "further information" as defined in the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 relating to the application for development consent in respect of the marine works;

"Environmental Statement" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc.) of the Order;

"FIEMP" means the Fish Impingement and Entrainment Monitoring Plan;

"FLCP" means the Fisheries Liaison and Co-existence Plan;

"Forward Look" means the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time;

~~"FIEMP" means the Fish Impingement and Entrainment Monitoring Plan;~~

"FRR" means the Fish Recovery and Return System;

"HCDF" means Hard Coastal Defence Feature;

"IMO" means the International Maritime Organisation;

"JNCC" means the Joint Nature Conservation Committee;

~~"JNCC Guidance" means the statutory nature conservation body's "Guidance for assessing the significance of noise disturbance against Conservation Objective of harbour porpoise SCAs" Joint Nature Conservation Committee Report No. 654, May 2020 published June 2020, as amended, updated or superseded from time to time;~~

"LAT" means Lowest Astronomical Tide;

"licensable marine activities" means any activity licensable under section 66 of the 2009 Act including those set out in paragraph 4;

"licensed activity" means any activity authorised in Part 2 of this licence and "licensed activities" shall be construed accordingly;

"licence return" means returns linked to the specific conditions within this licence on MCMS;

"LiDAR" means light detection and ranging;

"LVSE" means Low Velocity, Side-Entry;

"maintain" includes inspect, repair, adjust, alter, clear, refurbish, remove or reconstruct, replace and improve provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental information and any derivation of "maintain" is to be construed accordingly;

"MAP" means the Maintenance Activities Plan;

"Marine Noise Registry" means the database developed and maintained by JNCC on behalf of the Department for Food and Rural Affairs to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

"maintenance ~~dredging activity~~dredge" means any activity which comprises the removal of recently-accumulated sediments such as mud, sand and gravel in order to keep channels, berths and other areas at their designed depths and which takes place in circumstances where—

(a) the level of the seabed to be restored by the dredging is not lower than it has been at any time during the past 10 years; and

(b) there is evidence that dredging has previously been undertaken to that level (or lower) during that period;

~~"Marine Case Management System" and "MCMS" means MMO's online system for submission of marine licence applications and management of consented marine licences, including the submission of condition returns;~~

~~"Maritime and Coastguard Agency" means the executive agency of the Department for Transport which is the body responsible for implementing British and international maritime law and safety policy;~~

"Marine Noise Registry" means the database developed and maintained by JNCC on behalf of the Department for Food and Rural Affairs to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

"marker buoy" means any floating device used for marker or navigation purposes, including LiDAR buoys and wave buoys;

~~"LiDAR" means light detection and ranging;~~

~~"LVSE" means Low Velocity, Side-Entry;~~

~~"MAP" means Maintenance Activities Plan;~~

"MAWSI" means marine archaeological written scheme of investigation;

~~"mean high water springs" or~~ "MCA" means the Maritime and Coastguard Agency, being the executive agency of the Department for Transport which is the body responsible for implementing British and international maritime law and safety policy;

"MCMS" means MMO's online system for submission of marine licence applications and management of consented marine licences, including the submission of condition returns;

"MEMP" means Marine Environmental Monitoring Plan;

"MHWS" means the highest level which spring tides reach on average over a period of time;

~~"MEMP" means Marine Environmental Monitoring Plan;~~

~~"MMO" means Marine Management Organisation;~~

"MMMP" means Marine Mammal Mitigation Protocol;

"MMO" means Marine Management Organisation;

"Notice to Mariners" means a notice issued by the undertaker to mariners to inform them of issues that affect the safety of navigation;

"Order" means the Sizewell C (Nuclear Generating Station) Order 2022;

"OSPAR" means the Convention for the Protection of the Marine Environment of the North-East Atlantic;

"Outline Vessel Management Plan" means the document certified as such by the Secretary of State under article 80 (Certification of plans, etc.) of the Order;

"PWWC" means the Passive Wedge-Wire Cylinder;

"SCDF" means the Soft Coastal Defence Feature;

"SIP" means the Site Integrity Plan;

"SMP" means Smelt Monitoring and Mitigation Plan;

"SRMMP" means *Sabellaria* Reef Management and Monitoring Plan;

~~"SSA" means Sediment Sampling Analysis;~~

"SSP" means Sediment Sampling Plan;

"TBM" means tunnel boring machine;

"TMBIF" means Temporary Marine Bulk Import Facility;

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

~~"VMP" means the Vessel Management Plan;~~

"undertaker" means NNB Generation Company (SZC) Limited (company number 09284825) or any person who has the benefit of ~~this~~ the Order in respect of any of the licenced activities

in accordance with articles 8 (Benefit of Order) and 9 (Consent to transfer benefit of the Order) of the Order;

"VMP" means the Vessel Management Plan;

~~"Work No. 1A(m~~"Work No. 1A(aa)" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the ~~Beach Landing Facility (BLF)~~TMBIF;

"Work No. ~~1A(bb~~1A(l)" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the ~~Temporary Marine Bulk Import Facility (TMBIF);~~permanent BLF;

"Work No. 1A(m)" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the SCDF;

~~"Work No. 1A(n)" means the Work with this reference in Schedule 1 of the Order, being the Soft Coastal defence Feature (SCDF);~~

~~"Work No. 2A" means the Work with this reference in Schedule 1~~ "Work No. 2A" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the intake tunnel for Unit 1;

"Work No. 2B" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the two intake heads for Unit 1 including vertical shafts;

"Work No. 2C" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the intake tunnel for Unit 2;

"Work No. 2D" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the two intake heads for Unit 2 including vertical shafts;

"Work No. 2E" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the outfall tunnel common to both Unit 1 and Unit 2;

"Work No. 2F" means the Work with this reference in Schedule 1 (Authorised Development) of the Order, being the two outfall heads including vertical shafts common to both Unit 1 and Unit 2;

"Work Nos. 2G and 2H" means the Works with this reference in Schedule 1 (Authorised Development) of the Order, being the fish return tunnel and associated outfall head for Unit 1;

"Work Nos. 2I and 2J" means the Works with this reference in Schedule 1 (Authorised Development) of the Order, being the fish return tunnel and associated outfall head for Unit 2;

"Work Nos. 2K and 2L" means the Works with this reference in Schedule 1 (Authorised Development) of the Order, being the ~~combined drainage outfall~~ CDO tunnel and associated head structure and shaft;

"Work Nos. 2M and 2N" means the Works with this reference in Schedule 1 (Authorised Development) of the Order, being the temporary desalination plant intake tunnel and associated head structure and shaft; and

"Work Nos. 2O and 2P" means the Works with this reference in Schedule 1 (Authorised Development) of the Order, being the temporary desalination plant outfall tunnel and associated diffusers and shaft.

Addresses

2.—(1) Unless otherwise advised in writing by the MMO, the address for postal correspondence with the MMO for the purposes of this ~~Schedule~~ licence is the Marine Management Organisation, Marine Licensing Team, Lancaster House, Hampshire Court, Newcastle upon Tyne~~,~~ NE4 7YH, telephone 0300 123 1032 and, unless otherwise advised in writing, where contact to the local MMO office is required, the following contact details must be used: Marine Management Organisation, Pakefield Road, Lowestoft, Suffolk NR33 0HT, telephone 01502 573 149.

(2) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk or where contact to the local MMO office is required is lowestoft@marinemanagement.org.uk.

(3) Unless otherwise advised in writing by the MMO, MCMS must be used for all licence returns or applications to vary this licence. The MCMS address is: https://marinelicensing.marinemanagement.org.uk/mmofox5/fox/live/MMO_LOGIN/login.

(4) Unless otherwise advised in writing by Trinity House, the primary point of contact and address for returns and correspondence with Trinity House for the purposes of this ~~Schedule~~ licence is Trinity House, Tower Hill, London EC3N 4DH, telephone 020 7481 6900.

(5) Unless otherwise advised in writing by the MCA, the address for electronic communication with the MCA for the purposes of this licence is navigationsafety@mcga.gov.uk.

(6) Unless otherwise advised in writing by the Hydrographic Office, the address for electronic communication with the Hydrographic Office for the purposes of this licence is sdr@ukho.gov.uk.

(7) Unless otherwise advised in writing by the Kingfisher Information Service of Seafish, the address for electronic communication with the Kingfisher Information Service of Seafish for the purposes of this licence is kingfisher@seafish.co.uk.

~~(5)~~(8) Unless otherwise advised by the recipient in writing, all notifications required by this licence must be made in writing.

PART 2

LICENSED ACTIVITIES - GENERAL

3. The provisions of section 72 of the 2009 Act apply to this licence.

4.—(1) Subject to the licence conditions in Part 3 of this licence, this licence authorises the undertaker to carry out any licensable marine activities under section 66(1) of the 2009 Act which—

(a) are not exempt from requiring a marine licence by virtue of any provision made under section 74 of the 2009 Act; and

(b) do not give rise to any materially new or materially different environmental effects to those assessed in the environmental information.

(2) Such activities (referred to in paragraph 4(1)) are authorised in relation to the construction, maintenance and operation of—

(a) Work No. ~~1A(m~~1A(l) — a permanent BLF comprising—

(i) ~~Up~~ up to 24no~~.~~ supporting piles (16no below MHWS) of up to 1.0m diameter~~,~~;

(ii) ~~A~~ a deck up to 100m long and 12m wide with removable deck panels~~,~~;

(iii) 2no fender piles and 2no mooring dolphins of up to 2.5m diameter~~,~~;

(iv) ~~Removable~~ removable road bed sections to span between the supporting piles~~,~~;

(v) ~~Grillage,~~ grillage, comprising pre-cast concrete cross beams with steel beams above to form a berthing area of up to 100m long by 30m wide~~,~~;

~~(vi) Surface and navigational lighting,~~

~~(vii) Capital dredge for installation of grillage berthing area within coordinates listed in Part 4 (Table 2),~~

~~(viii) Maintenance dredge of grillage within coordinates listed in Part 4 (Table 2),~~

~~(ix) Maintenance dredge for barge berthing area within coordinates listed in Part 4 (Table 2) for occasional deliveries during operation of the power station~~

~~(b) Work No. 1A(bb) — a temporary Marine Bulk Import Facility (TMBIF) comprising —~~

~~(i) A pier with up to 80no. supporting piles (68no below MHWS) of up to 1.2m diameter supporting covered conveyor and access road up to 468m long and 12m wide,~~

~~(ii) A head with 24no vertical piles and 6no raking piles of up to 1.2m diameter, aggregates conveyor head, service deck and welfare facilities, combined area up to 40m long and 2m wide,~~

~~(iii) 2no fender piles and 2no mooring dolphins of up to 2.6m diameter,~~

~~(iv)~~(vi) ~~Surface~~ surface and navigational lighting;

(vii) capital dredge, not exceeding 4,600m^3, for installation of grillage berthing area within coordinates listed in Part 4 (Table 2);

(viii) capital dredge, not exceeding 4,600m^3, for navigation channel within coordinates listed in Part 4 (Table 2);

(ix) maintenance dredge of grillage, not exceeding 460m^3 per month, within coordinates listed in Part 4 (Table 2); and

(x) maintenance dredge, not exceeding 460m^3 per month, of navigation channel within coordinates listed in Part 4 (Table 2) for occasional deliveries during construction of the power station;

(xi) removal of the grillage;

(xii) maintenance dredge of berth bed and navigation channel, not exceeding 9,255m^3 every 5 years, within coordinates listed in Part 4 (Table 2) for occasional deliveries during operation of the power station; and,

(xiii) maintenance dredge of navigation channel, not exceeding 925m^3 per week during use of the BLF, within coordinates listed in Part 4 (Table 2) for occasional deliveries during operation of the power station.

(b) Work No~~1A(n~~. 1A(aa) — a TMBIF comprising—

(i) a pier with up to 80no supporting piles (68no below MHWS) of up to 1.2m diameter supporting a covered conveyor and access road up to 468m long and 12m wide;

(ii) a head with 24no vertical piles and 6no raking piles of up to 1.2m diameter, aggregates conveyor head, service deck and welfare facilities, combined area up to 40m long and 2m wide;

(iii) 2no fender piles and 2no mooring dolphins of up to 2.6m diameter;

(iv) surface and navigational lighting; and

(v) removal of the TMBIF prior to operation of Sizewell C.

(c) Work No 1A(m) – a SCDF comprising—

(i) ~~The~~ the initial placement of sacrificial sediments comprising sand and shingle not in exceedance of 120,000m^3;

(ii) ~~Replacement~~ replacement of sacrificial sediments with similar sand and shingle, or by-pass (movement of accreted sediment alongshore past obstructions), as defined in the CPMMP (marine) but not to exceed 570.000m^3 over the duration of this licence; and

(iii) ~~Supporting~~ supporting vessel and vehicle movements to deliver, by-pass and/or landscape the material;

(d) Work No. 2A – a Cooling Water Intake Tunnel (Unit 1) comprising—

(i) ~~Tunnel~~tunnel, drilled by a TBM, of an internal diameter of up to 6m and a length up to ~~3.km~~ 3.5km and ~~approximately 25m~~ up to 35m below the seabed at its lowest point; and

(ii) ~~Disposal~~ disposal of the TBM at a sealed point beyond the end of the intake tunnel following removal of most parts and oils~~.~~;

(e) Work No. 2B – Cooling Water LVSE Intake Heads and Shaft (Unit 1) comprising—

(i) ~~Capital~~ capital dredging~~–~~, not exceeding 17,400m^3 at each location, within the coordinates listed in Part 4 (Table 3~~-~~) to prepare the site for construction;

(ii) ~~Disposal~~ disposal of dredged material locally, ~~approximately~~ within 500m from the dredge site at a suitable location within the ~~area~~ "Sizewell C" disposal site presented in Part 4 (Table ~~9;~~10);

(iii) ~~Two~~ two concrete LVSE intake heads, of ~~approximate dimensions of 35 to 45m~~ up to 57m long x ~~10 m~~ 20m wide x ~~5m~~ 10m high and spaced ~~approximately~~ between 100m ~~to~~ and 200m apart, each connecting to a vertical shaft;

(iv) ~~Placement of~~ placement of gravel bed, backfill and anti-scour material~~–~~, not exceeding 7,000m^3, at the base of ~~the~~ each LVSE intake head ~~structures~~structure;

(v) ~~Two~~ two vertical shafts, with concrete linings, of ~~approximately~~ up to 4.6m internal diameter and up to 20m ~~approximate depth~~ deep linking the intake heads to the intake tunnel;

(vi) ~~Placement~~ placement of navigational marker buoys;

(vii) ~~Disposal~~ disposal of drilled material from installation of the shafts ~~locally~~, not exceeding 1,508m^3, at a suitable location within the ~~area~~ "Sizewell C" disposal site presented in Part 4 (Table ~~9;~~10); and

(viii) ~~Additional~~ additional supporting works including the use of a jack-up vessel, auxiliary vessels and temporary marker buoys;

(f) Work No. ~~2C –~~ 2C – a Cooling Water Intake Tunnel (Unit 2) comprising—

(i) ~~Tunnel~~tunnel, drilled by a TBM of an internal diameter of 6m and a length of ~~approximately 3.2km and approximately 25m~~ up to 3.5km and up to 35m below the seabed at its lowest point; and

(ii) ~~Disposal~~ disposal of the TBM at a sealed point beyond the end of the intake tunnel following removal of most parts and oils;

(g) Work No. ~~2D –~~ 2D – Cooling Water LVSE Intake Heads and Shaft (Unit 2) comprising—

(i) ~~Capital~~ capital dredging~~–~~, not exceeding 17,400m^3 at each location, within the coordinates listed in Part 4 (Table 4~~-~~) to prepare the site for construction;

(ii) ~~Disposal~~ disposal of dredged material locally, ~~approximately~~ within 500m from the dredge site at a suitable location within the ~~area~~ "Sizewell C" disposal site presented in Part 4 (Table ~~9;~~10);

(iii) ~~Two~~ two concrete LVSE intake heads, of ~~approximate dimensions of 35 to 45m~~ up to 57m long x ~~10~~ 20 m wide x ~~5m~~ 10m high and spaced ~~approximately~~ between 100m to 200m apart, each connecting to a vertical shaft;

(iv) ~~Placement of~~ placement of gravel bed, backfill and anti-scour material~~–~~, not exceeding 7,000m^3, at the base of ~~the~~ each intake head ~~structures~~structure;

(v) ~~Two~~ two vertical shafts, with concrete linings, of ~~approximately~~ up to 4.6m internal diameter and up to 20m ~~approximate depth~~ deep linking the intake heads to the intake tunnel;

(vi) ~~Placement~~ placement of navigational marker buoys;

(vii) ~~Disposal~~ disposal of drilled material from installation of the shafts ~~locally~~, not exceeding 1,508m^3, at a suitable location within the area presented in Part 4 (Table ~~9;~~10); and

(viii) ~~Additional~~ additional supporting works including the use of a jack-up vessel, auxiliary vessels and temporary marker buoys~~.~~;

(h) Work No. ~~2E –~~ 2E – a Cooling Water Outfall Tunnel (~~Common~~ common to Units 1 and 2) comprising—

(i) ~~Tunnel~~tunnel, drilled by a TBM, of an internal diameter of 8m and length ~~approximately~~ up to 3.5km ~~approximately 30m~~ and up to 35m below the seabed at its lowest point; and

(ii) ~~Disposal~~ disposal of the TBM at a sealed point beyond the end of the intake tunnel following removal of most parts and oils~~.~~;

(i) Work No. ~~2F –~~ 2F – a Cooling Water Outfall Head and Shaft (~~Common~~ common to Units 1 and 2) comprising—

(i) ~~Capital~~ capital dredging~~–~~, not exceeding 11,750m^3 at each location, within the coordinates listed in Part 4 (Table 5~~-~~) to prepare the site for construction;

(ii) ~~Disposal~~ disposal of dredged material locally, ~~approximately~~ within 500m from the dredge site at a suitable location within the ~~area~~ "Sizewell C" disposal site presented in Part 4 (Table ~~9;~~10);

(iii) ~~Two~~ two concrete outfall heads ~~with approximate dimensions of 15m~~ of up to 18m long x ~~15m~~ 18m wide x ~~8m~~ 10m high and spaced ~~approximately 75m~~ up to 100m apart, each connecting to a vertical shaft;

(iv) ~~Placement of~~ placement of gravel bed backfill and anti-scour material~~–~~, not exceeding 8,000m^3, at the base of ~~the intake~~ each outfall head ~~structures~~structure;

(v) ~~Two~~ two vertical shafts, with concrete linings, of ~~approximately~~ up to 4.6m internal diameter ~~and~~ up to 15m ~~approximate~~ depth linking the outfall heads to the intake tunnel;

(vi) ~~Placement~~ placement of navigational marker buoys;

(vii) ~~Disposal~~ disposal of drilled material from installation of the shafts ~~locally~~, not exceeding 1,980m^3, at a suitable location within the area presented in Part 4 (Table ~~9;~~10); and

(viii) ~~Additional~~ additional supporting works including the use of a jack-up vessel, auxiliary vessels and temporary marker buoys~~.~~;

~~(j) Work No. 2G and 2H – a Combined Drainage Outfall (CDO) comprising—~~

~~(i) Directional drilled tunnel under the shore of approximately 0.65m internal diameter emerging below LAT;~~

~~(ii) Capital dredging within the coordinates listed in Table 6 to prepare the site for construction;~~

~~(iii) A concrete head structure approximately 3m long x 3m wide x 1m high;~~

~~(iv) Placement of anti-scour material around the base of the outfall head;~~

~~(v) Additional supporting works including the use of a jack-up vessel;~~

~~(k)~~(j) ~~Work Nos. 2I and 2J~~ Work Nos. 2G and 2H – a Fish Return Tunnel and Outfall Head (Unit 1) comprising—

(i) ~~Directional~~ directional drilled tunnel under the shore of ~~approximately 0.65m~~ up to 0.8m internal diameter emerging below LAT;

(ii) capital dredging, not exceeding 1,845m^3, within the coordinates listed in Part 4 (Table 6) to prepare the site for construction;

(iii) disposal of dredged material within the "Sizewell C" disposal site presented in Part 4 (Table 10);

(iv) a concrete head structure up to 3m long x 3m wide x 3m high;

(v) placement of backfill and anti-scour material, not exceeding 200m^3, around the base of the outfall head; and

~~(ii)~~(vi) additional ~~internal diameter emerging below LAT;~~supporting works including the use of a jack-up vessel;

(k) Work Nos. 2I and 2J – a Fish Return Tunnel and Outfall Head (Unit 2) comprising—

(i) directional drilled tunnel under the shore of 0.8m internal diameter emerging below LAT;

~~(iii)~~(ii) ~~Capital~~ capital dredging~~–~~, not exceeding 1,845m^3, within the coordinates listed in Part 4 (Table 7~~-~~) to prepare the site for construction;

(iii) disposal of dredged material within the "Sizewell C" disposal site presented in Part 4 (Table 10);

(iv) ~~A~~ a concrete head structure ~~approximately~~ up to 3m long x 3m wide x ~~1m~~ 3m high;

(v) ~~Placement of~~ placement of backfill and anti-scour material~~-~~, not exceeding 200m^3, around the base of the outfall head; and

(vi) ~~Additional~~ additional supporting works including the use of a jack-up vessel;

(l) Work ~~Nos~~No. 2K and ~~2L – a Fish Return Tunnel and Outfall Head (Unit 2)~~ 2L – a CDO comprising—

(i) ~~Directional~~ directional drilled tunnel under the shore of ~~approximately 0.8m~~ up to 0.65m internal diameter emerging below LAT;

(ii) ~~Capital~~ capital dredging~~-~~, not exceeding 1,845m^3, within the coordinates listed in Part 4 (Table 8~~-~~) to prepare the site for construction;

(iii) disposal of dredged material within the "Sizewell C" disposal site presented in Part 4 (Table 10);

~~(iii)~~(iv) a concrete head structure ~~approximately~~ up to 3m long x 3m wide x ~~1m~~ 3m high;

~~(iv)~~(v) ~~Placement of~~ placement of backfill and anti-scour material~~-~~, not exceeding 200m3, around the base of the outfall head; and

~~(v)~~(vi) ~~Additional~~ additional supporting works including the use of a jack-up vessel~~.~~;

(m) Works No. 2M and 2N – Temporary Desalination Plant intake tunnel and headworks comprising—

(i) ~~Directional~~ directional drilled intake tunnel under the shore of ~~approximately 0.35 m~~ up to 0.40m internal diameter emerging ~~approximately 485m~~ up to 500m seaward of the temporary HCDF;

(ii) ~~Capital~~ capital dredging~~-~~, not exceeding 1,845m^3, within the coordinates listed in Part 4 (Table ~~6~~9) to prepare the site for construction;

(iii) disposal of dredged material within the "Sizewell C" disposal site presented in Part 4 (Table 10);

~~(iii)~~(iv) ~~Concrete~~ steel and concrete head structure of ~~approximately~~ up to 3m long x 3m wide x ~~1m~~ 3.5m high;

~~(iv) Passive Wedge-Wire Cylinder (PWWC) intake screen of approximately 60cm diameter and 1.6m in length, with a mesh size of approximately 2mm;~~

~~(v) Vertical shaft connecting the intake head and intake tunnel~~

(v) PWWC intake screen of up to 60cm in diameter and 1.6m in length, with a mesh size of up to 2mm;

(vi) vertical shaft connecting the intake head and intake tunnel;

~~(vi)~~(vii) ~~Placement of anti-scour material~~ placement of anti-scour mats, not exceeding 48m^2, around the base of the intake heads;

(viii) removal of the headworks, anti-scour mats and tunnel (including capping and grouting) before hot functional commissioning testing commences; and

~~(vii)~~(ix) ~~Additional~~ additional supporting works including the use of a jack-up vessel~~.~~;

(n) Works No. 2O ~~to~~ and 2P – Temporary Desalination Plant outfall tunnel and headworks comprising—

(i) ~~Directional~~ directional drilled outfall tunnel under the shore of ~~approximately 0.35 m~~ up to 0.40m internal diameter emerging ~~approximately 385m~~ up to 400m seaward of the temporary HCDF;

(ii) ~~Capital~~ capital dredging within the coordinates listed in Part 4 (Table ~~6~~9) to prepare the site for construction;

(iii) disposal of dredged material within the "Sizewell C" disposal site presented in Part 4 (Table 10);

~~(iii)~~(iv) ~~Concrete~~ concrete head structure of ~~approximately~~ up to 3m long x 3m wide x ~~1m~~ 3.5m high with associated diffuser;

~~(iv)~~(v) ~~Vertical~~ vertical shaft connecting the outfall head and outfall tunnel;

~~(v)~~(vi) ~~Placement~~ placement of anti-scour material around the base of the outfall heads;

(vii) removal of the headworks, anti-scour mats and tunnel (including capping and grouting) before hot functional commissioning testing commences; and

~~(vi)~~(viii) ~~Additional~~ additional supporting works including the use of a jack-up vessel;

(o) ~~Collection~~ collection of sediment samples from areas to be dredged for analysis of any contaminants to comply with disposal requirements~~.~~; and

(p) disposal of capital dredge material and drill arisings at licensed disposal site "Sizewell C", comprising;

~~**5.** NOT USED~~

~~**6.**NOT USED~~

(i) dredged material, not exceeding a combined total of 98,635m^3 from licensed activities 2B, 2D, 2F and 2G to 2P, to be deposited within the coordinates listed in Part 4 (Table 10); and

(ii) drill arisings, not exceeding a combined total of 4,924m^3 from licensed activities 2B, 2D and 2F, to be deposited within the coordinates listed in Part 4 (Table 10).

~~**7.**~~**5.** ~~-~~ The licensed activities must be carried out ~~within~~ in either the area bounded by the coordinates set out in Part 4 (Table 1) or, in relation to the disposal of capital dredge material and drill arisings (pursuant to paragraph 4(2)(p)) only, in the area bounded by the coordinates set out in Part 4 (Table 10), each defined in accordance with reference system World Geodetic System 1984 (WGS84).

~~**7A.** Not used.~~

~~**7B**. Not used.~~

PART 3

CONDITIONS

General

~~**8.** Not used.~~

~~**9.**~~**6.** ~~—~~(1) Should the undertaker become aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as is reasonably practicable. The undertaker must explain in writing what information was materially false or misleading and must provide to the MMO the correct information. Any oil, fuel or chemical spill within the marine environment must be reported to the MMO Marine Pollution Response Team as soon as reasonably practicable, but in any event within 12 hours of being identified in accordance with the following, unless otherwise advised in writing by the MMO—

(a) within business hours on any business days: 0300 200 2024;

(b) any other time: 07770 977 825; or

(c) at all times if other numbers are unavailable~~ contact~~: 0845 051 8486 or dispersants@marinemanagement.org.uk.

(2) ~~9(A)~~ With respect to any condition which requires the licensed activities to be carried out in accordance with the plans, protocols or statements approved under this licence, the plans, protocols or statements so approved are taken to include amendments that may be approved in writing by the MMO subsequent to the first approval of those plans, protocols or statements provided it has been demonstrated to the satisfaction of the MMO that the subject matter of the

relevant amendments do not give rise to any materially new or materially different environmental effects to those assessed in the environmental information.

Pre-construction

~~10.~~7.—(1) No licensed activity must commence until a detailed and up-to-date programme of works has been submitted ~~in writing~~ to and approved ~~in writing~~ by the MMO in writing. The programme of works must include—

(a) a planned timetable for each activity as outlined in paragraphs 4 and 5 of Part 2 of this licence;

(b) timings for mobilisation of construction plant and for delivery of materials by sea;

(c) a plan for notifying the MMO of the commencement and cessation of activities and phases of activities~~,~~; and

(d) a plan for notifying the MMO of changes to the programme.

(2) An updated programme of works must be submitted to the MMO in writing every ~~six~~ 6 months from the date of approval unless otherwise agreed with the MMO.

~~11.~~8.—(1) No licensed activity or phase of activity must be commenced until a detailed method statement (including location of the works) for that activity or phase of works has been submitted ~~in writing to the MMO~~ to and approved by the MMO in writing.

(2) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the detailed method statement to the MMO at least 6 months prior to the proposed commencement of the licensed activity, or each phase of a licensed activity.

(3) The determination date is 6 months from submission of the detailed method statement to the MMO.

(4) The detailed method statements must be implemented as approved unless otherwise agreed with the MMO.

~~12.~~9.—(1) The local MMO office and Trinity House must be notified in writing at least 5 days prior to the commencement of any licensed activity or phase of any licensed activity.

(2) The local MMO office, Trinity House and UK Hydrographic Office must be notified in writing no more than 10 days following completion of any licensed activity or phase of any licensed activity.

(3) The local MMO officer, Trinity House and UK Hydrographic Office must be notified in writing no more than 10 days following the completion of the construction of the Work No.s listed in paragraph 4 of Part 2 of this licence.

~~13.~~10. Local mariners, fishermen's organisations and the UK Hydrographic Office must be notified of any licensed activity or phase of licensed activity through a local Notice to Mariners. A Notice to Mariners must be issued at least 5 days before the commencement of each licensed activity or phase of licensed activity. The MMO and ~~Maritime and Coastguard Agency~~ MCA must be sent a copy of the notification within 24 hours of issue. The Notice to Mariners must include—

(a) the start and end dates for the works;

(b) a summary of the works to be undertaken;

(c) the location of the works area, including coordinates in accordance with WGS84; and

(d) any markings of the works area that will be put in place.

~~14.~~11.—(1) The undertaker must provide the name, address and function of any agent, contractor or subcontractor that will carry out any licenced activity listed in this license on behalf of the undertaker to the MMO in writing no less than 24 hours before the agent, contractor or subcontractor carries out any licensed activity.

(2) Any changes to the name and function of the specified agent, contractor or subcontractor that will carry out the specified licenced activities must be notified to the MMO in writing prior to the agent, contractor or subcontractor carrying out the licensed activity.

(3) The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments has been provided to any agents, contractors or subcontractors that will carry ~~on~~ out the licensed activity on behalf of the undertaker prior to them carrying out any licensed activity.

~~15.~~12.—(1) The undertaker must notify the MMO in writing of any vessel being used to carry ~~on~~ out any licensed activity listed in this licence on behalf of the undertaker. Such notification must be received by the MMO in writing no less than 24 hours before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and registered owner or operating company.

(2) Any changes to the details of any vessel being used to carry ~~on~~ out any licensed activity must be notified to the MMO in writing as soon as reasonably practicable prior to the vessel carrying out the licensed activities.

~~16.~~13. The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments are provided to the masters of any vessel being used to carry ~~on~~ out any licensed activity listed in this licence, and that a copy of this licence is held on board any such vessel. Such documentation must to be provided as soon as reasonably practicable prior to the vessel carrying out any licensed activities.

~~17.~~14.—(1) ~~The construction of Work No. 1A(n) must not~~ No licenced activity may commence until a CPMMP (marine) has been submitted to and approved by the MMO in writing in consultation with the Environment Agency. The CPMMP (marine) must be in general accordance with the Draft Coastal Processes Monitoring and Mitigation Plan and must ~~include~~ include but is not limited to—

(a) ~~Details~~ details of the area to be monitored;

(b) the methods for monitoring;

(c) the duration of monitoring;

(d) the trigger points for mitigation;

(e) a description of ~~any~~ proposed mitigation;

(f) examples of mitigation measures which could be implemented and which would be effective to mitigate particular results of the monitoring and how the appropriateness of each measure will be considered;

(g) details concerning its proposed review; and

~~(g)~~(h) details concerning the appropriate timing for a monitoring and mitigation cessation report to be prepared.

(2) The CPMMP (marine) must be implemented as approved by the MMO.

(3) Monitoring reports, as defined within the CPMMP (marine), must be submitted to the MMO for approval in writing.

~~(3)~~(4) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the CPMMP (marine) to the MMO at least 6 months prior to the proposed commencement of ~~Work No. 1A(n)~~licenced activities.

~~(4)~~(5) The determination date is 6 ~~weeks~~ months from submission of the CPMMP (marine) to the MMO.

~~(5) If requirement 7A of Schedule 2 of the Order is discharged prior to discharge of this condition 17, the undertaker must notify the MMO in writing and this condition 17 will be deemed to be discharged unless the MMO states otherwise to the undertaker in writing within 7 days of such notification.(46)~~

~~18.~~15.—(1) No licensed activity~~,~~ or phase of licensed activity must be commenced until a MEMP ~~in relation to~~ for that licensed activity or phase of licensed activity has been submitted to

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~~46() Changes subject to ongoing discussions with the MMO.~~

and approved by the MMO in writing. The MEMPs must include but are not limited to, the following details—

(a) a review of potential sources and pathways of marine pollution during the carrying ~~on~~ out of the activities;

(b) details of how instances of marine pollution (in particular oil, fuel or chemical spills) will be reported to the MMO;

(c) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;

(d) waste management and disposal arrangements;

(e) references to other project relevant plans and procedures~~,~~; and

(f) ~~contact details~~ the address of persons dealing with marine pollution for or on behalf of the undertaker.

(2) The MEMPs must be implemented as approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit each MEMP, in writing, at least 3 months prior to the proposed commencement of the relevant licensed activity or phase of activity.

(4) The determination date is 3 months from submission of each MEMP.

~~19.~~16.—(1) No licensed activity~~,~~ or phase of licensed activity must commence until a MAWSI for that activity or phase of activity has, after consultation with Historic England, been submitted to and approved by the MMO in writing.

(2) Any MAWSIs must be implemented as approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit a MAWSI at least 6 months prior to the proposed commencement of the relevant licensed activity or phase of activity.

(4) The determination date is 6 months from submission of the MAWSI.

~~20.~~17.—(1) No licensed activity must commence until a FLCP has been submitted to and approved by the MMO in writing. The FLCP must ~~include~~ include, but is not limited to—

(a) the appointment and responsibilities of a fisheries liaison officer; and

(b) a description of how the commencement and nature of licensed activities will be communicated with the local fishing industry to address the interaction of the licensed activities with fishing activities.

(2) The FLCP must be implemented as approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the FLCP at least 6 months prior to the proposed commencement of the first licensed activity.

(4) The determination date is 6 months from submission of a FLCP to the MMO.

~~PART 4~~

During construction, operation and maintenance

~~DURING CONSTRUCTION, OPERATION AND MAINTENANCE~~

~~General~~

~~21.~~18.—(1) Unless otherwise agreed in writing by the MMO all chemicals used in the construction and operation of licensable activities must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals

Regulations 2002 ~~(as amended) (SI 2002/1355) or~~ or have undergone an equivalent ecotoxicological assessment.

(2) The undertaker must ensure that any coatings and treatments used are approved by the Health and Safety Executive as suitable for use in the marine environment and are used in accordance with best practice.

~~22.~~19. The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment including bunding of 110% of the total volume of all reservoirs and containers.

~~23. Not used.~~

~~24.~~20.—(1) Drill or vibro piling must be used as standard, with percussive piling only used if it is required to drive a pile to its design depth and drill or vibro piling has been unsuccessful. If percussive piling is necessary, soft-start procedures must be used to ensure incremental increase in pile power over a set time period until full operational power is achieved.

(2) The soft-start duration must be a period of not less than 20 minutes.

(3) Should piling cease for a period greater than 10 minutes~~,~~ then the soft start procedure must be repeated.

~~25.~~21. Except for activities taking place below MHWS, concrete and cement mixing and washing areas must be contained and sited at least 10 metres from any watercourse or surface water drain to minimise the risk of runoff entering a watercourse.

~~26.~~22. If concrete is to be sprayed, suitable protective sheeting must be provided to prevent rebounded or windblown concrete from entering the marine environment. Rebounded material must be cleared away before the sheeting is removed.

~~27.~~23. During licensed activities, all wastes must be stored in designated areas that are isolated from surface water drains, open water and bunded to contain any spillage.

~~28.~~24. The undertaker must ensure that any equipment, temporary structures, waste and/or debris associated with a licensed activity are removed within 6 weeks of completion of the licensed activity or relevant phase of the licensed activity.

~~29.~~25.—(1) No gravel or rock may be placed in the marine environment until detail of its source has been submitted to and approved by the MMO in writing.

(2) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the details at least 3 months prior to the proposed placing of the gravel or rock.

(3) The determination date is 3 months from submission of the details.

~~30.~~26. The undertaker must ensure that any vessels used for rock or shingle transhipment or other delivery operations are suitably constructed and loaded to prevent material falling over the side by accident. Suitable screening must be used to prevent rock or shingle loss through drainage holes.

~~31.~~27. The undertaker must ensure that sea going tugs or tugs capable of towing the barges to be used in a loaded condition can be made available within any given 12 hour period to tow such barges to sheltered waters in adverse weather conditions.

~~32.~~28.~~31a. (1~~—(1) No vessel movements within the Outer Thames Estuary Special Protection Area as shown on Plate 1.1 of the Outline Vessel Management Plan must occur during the winter months, as defined in the Outline Vessel Management Plan, until a VMP~~,~~ has been submitted to and approved by the MMO in writing.

(2) ~~(2) Any~~ The VMP must be in general accordance with the Outline Vessel Management Plan and must include the procedures that will be followed to minimise disturbance to red-throated diver (*Gavia stellate*).

(3) ~~(3) Any~~ The VMP must be implemented as approved by the MMO.

(4) ~~(4)~~ Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the VMP at least 6 months prior to the proposed commencement of the relevant vessel movement.

(5) ~~(5)~~ The determination date is 6 months from submission of the VMP.

~~33.~~29.—(1) The undertaker must report all dropped objects to the MMO using the dropped object procedure form as soon as reasonably practicable and in any event within 24 hours of becoming aware of an incident.

(2) On receipt of the Dropped Object Procedure Form, the MMO may require ~~reasonable~~, acting reasonably, the undertaker to carry out relevant surveys ~~which must then be carried out~~. The undertaker must carry out surveys in accordance with the MMO's reasonable requirements and ~~obstructions must be removed from the seabed at the undertaker's expense if required by the MMO in writing.~~must report the results of such surveys to the MMO.

(3) On receipt of such survey results, the MMO may, acting reasonably, require the undertaker to remove specific obstructions from the seabed. The undertaker must carry out removals of specific obstructions from the seabed in accordance with the MMO's reasonable requirements and at its own expense.

~~34.~~30. In the event that any rock or sediment material used in carrying out any licensed activity is misplaced or lost below MHWS, the undertaker must report the loss to the local MMO ~~Office~~ office within 24 hours of becoming aware of the incident. If the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material), the MMO must notify the undertaker and the undertaker must use reasonable endeavours to locate the material and recover it. In that event, the undertaker must demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

~~35.~~31.—(1) Cooling water abstraction must not commence until a MAP has been submitted to and approved by the MMO in writing. The MAP must ~~include~~ include, but is not limited to—

(a) a list of maintenance activities within the marine environment that are anticipated for the lifetime of the licensed activities;

(b) details of the typical construction plant, machinery and personnel requirements for each maintenance activity and any requirements for detailed method statements;

(c) details of the typical frequency and timing of each maintenance activity; and

(d) details of controls and mitigation that will be in place in order to protect the marine environment.

(2) The MAP must be reviewed every 5 years commencing from the date on which the MAP was approved, unless otherwise ~~approved~~ agreed by the MMO~~–~~, to ensure the details of the maintenance activities remain accurate~~, and the~~. The conclusions of that review must be submitted to and approved by the MMO in writing.

(3) The MAP must be implemented as approved by the MMO.

(4) Unless shorter periods are agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit—

(a) the first MAP at least 6 months prior to the proposed commencement of water abstraction;

(b) the updated MAPs in paragraph (2), at least 6 months before such revised MAP is required to be put in place; and

(c) any updated MAP covering additional activities as soon as possible after the need for such additional activities is identified.

(5) The determination date is 6 months from submission of any MAP to the MMO.

Dredging

~~36.~~32.—(1) No dredging activity or phase of ~~any~~ dredging activity must commence until the dredging details for that dredging activity or phase of dredging activity have been submitted to and

approved by the MMO in writing. The dredging activity details must ~~include —~~include, but are not limited to—

(a) the location of the dredge area for that phase, which must be located within the areas set out in Part 4 (Tables 2 to ~~8~~9);

(b) the start and end dates of that phase of the dredging activity;

(c) a dredging method statement;

(d) the volume and depth of material to be dredged;

(e) the name and function of any ~~agent~~ agents or contractors to be used; and

(f) the name of the vessel master, the vessel type, the vessel IMO number and the name of the vessel owner or operating company for each vessel to be used~~.~~; and links to the CPMMP (marine)

(2) Dredging must be carried out in accordance with the dredging activity details approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the dredging activity details to the MMO at least 6 months prior to the start of the relevant dredging activity or phase of dredging activity.

(4) The determination date is 6 months from submission of the relevant dredging activity details to the MMO.

~~37.~~33.—(1) ~~For Work Nos. 1A(m), 2K and 2L, 2B, 2D, 2F, 2G and 2H, and 2I and 2J, no~~ No dredging activity or phase of dredging activity must commence ~~pursuant to the relevant Work No.~~ until a SSP and subsequent sediment sample analysis for that ~~Work No. has been~~ dredging activity or phase of dredging activity have been submitted to and approved by the MMO in writing. The SSP must ~~include —~~include, but is not limited to—

(a) ~~Location~~ location of the area to be dredged;

(b) ~~Name~~ name of the disposal site;

(c) ~~Details~~ details of the material type proposed for dredging and disposal;

(d) ~~Volume~~ volume of the material proposed for dredge and disposal;

(e) ~~Type~~ type and dredging methodology (including whether it is a capital dredge or maintenance dredge, dredge depth and proposed programme for the dredge and disposal activities);

(f) ~~The~~ the location and depth of any supporting samples; and

(g) ~~Analysis~~ analysis results which must not exceed 3 years in age.

(2) The ~~sample plan~~ SSP and sediment sample analysis request must be implemented as approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the ~~sample plan~~ SSP and sediment sample analysis to the MMO at least 6 months prior to the proposed commencement of the activity.

(4) The determination date is ~~3~~ 6 months from submission of the relevant ~~sample plan~~ SSP and sediment sample analysis to the MMO.

~~38.~~34.—(1) Within 4 weeks of the completion of any dredging activity or phase of activity a report of the survey results of the pre-dredge and post-dredge bathymetrical surveys must be submitted to the MMO in writing.

(2) The pre-dredge bathymetrical survey must be undertaken within a 3 month period prior to each dredging activity or phase of activity, and the post-dredge bathymetrical survey must be undertaken as soon as reasonable practicable and in any event within 1 week of completion of each dredging activity or phase of dredging.

(3) The report containing the survey results must include—

(a) an interpretation of the difference between the pre-dredge and post dredge survey results and a volume calculation; and

(b) the survey results on a chart showing the licensed dredge area and dredge depth.

(4) The undertaker must inform the MMO twice yearly of the location and quantities of material disposed of each month under this licence for completion of OSPAR reporting. This information must be submitted to the MMO in writing by 15 February each year for the months August to January inclusive and by 15 August each year for the months February to July inclusive.

Aids to navigation

~~39.~~35.—(1) No licensed activity must commence until an ANMP has been submitted to and approved by the MMO in writing, following consultation with Trinity House. The ANMP must ~~include —~~include, but not limited to—

(a) the frequency of reports to be provided to Trinity House on the availability of aids to navigation;

(b) the details any such reports must include (using the reporting system provided by Trinity House); and

(c) how the undertaker will comply with ~~sub-paragraphs~~ (2) ~~—~~to (5) ~~of this condition~~ for the lifetime of the developments seaward of MHWS.

(i) Unless a shorter period is agreed with MMO in writing, the undertaker must use reasonable endeavours to submit the ANMP to the MMO at least 6 month prior to the proposed commencement of the licensed activities.

(ii) The determination date is 6 months from submission of the ANMP to the MMO.

(2) The undertaker must during the period from commencement of any phase of the first licensed activity to the start of the decommissioning of the development seaward of MHWS~~,~~ notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures~~,~~ as soon as reasonably practicable and in any event within 24 hours following the undertaker becoming aware of any such failure.

(3) The undertaker must during the period from commencement of the licensed activities to the start of the decommissioning of the development seaward of MHWS notify Trinity House and the MMO~~,~~ as soon as reasonably practicable and in any event within 3 days of any aids to navigation being established by the undertaker.

(4) The undertaker must during the period from commencement of the licensed activities to the start of the decommissioning of the authorised development seaward of MHWS~~,~~ exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(5) In case of damage to, or destruction or decay of, the authorised development seaward of MHWS or any part thereof the undertaker must, as soon as reasonably practicable and in any event within 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UK Hydrographic Office and must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

~~40. NOT USED~~

Beach Landing Facility and Temporary Marine Bulk Import Facility

~~41.~~36.—(1) The construction of Work No. ~~1A(m~~1A(l) and Work No. ~~1A(bb~~1A(aa) must not commence until the following activity details for that Work No. have been submitted to and approved by the MMO in writing in consultation with the Environment Agency. The activity details must ~~include —~~include, but are not limited to—

(a) the start and end dates for the construction;

(b) a detailed construction method statement;

(c) a description of any proposed mitigation;

(d) navigational lighting to be used; ~~and~~

(e) the type and number of vessels to be used; and

(f) links to the CPMMP (marine).

(2) The removal Work No. 1A(bb) must not commence until the following activity details for that Work No. have been submitted to and approved by the MMO in writing in consultation with the Environment Agency. The activity details must include, but are not limited to—

(a) the start and end dates for the removal which must be carried out prior to full operation of Sizewell C;

(b) a detailed removal method statement;

(c) a description of any proposed mitigation;

(d) navigational lighting to be used;

(e) the type and number of vessels to be used~~.~~; and,

(f) links to the CPMMP (marine).

~~(2)~~(3) ~~Should~~ In the event that impact piling ~~be~~ is required in the construction of Work No. ~~1A(m~~1A(l) and Work No. ~~1A(bb~~1A(aa), the impact piling for that Work No. must not commence between May and July of any year and must not commence until—

(a) the expected location and start and end dates of impact pile driving have been submitted to the United Kingdom Marine Noise Registry to satisfy the Marine Noise Registry's Forward Look requirements. The undertaker must notify the MMO of the successful submission of Forward Look data within 7 days of the submission;

(b) a MMMP in general accordance with the Draft Marine Mammal Mitigation Protocol has been submitted and approved by the MMO in writing; and

(c) a Southern North Sea Special Area of Conservation SIP in general accordance with the Draft Site Integrity Plan has been submitted to and approved by the MMO in writing.

The Southern North Sea Special Area of Conservation SIP must be submitted to the MMO no later than 6 months prior to the commencement of the piling activities.

~~(3)~~(4) The undertaker must submit the exact locations and start and end dates of impact pile driving to the Marine Noise Registry on every 6 month anniversary of the start of that impact pile driving and within 12 weeks of completion of the impact pile driving to satisfy the Close Out requirements. The undertaker must notify the MMO of the successful submission of the Close Out data within 7 days of the submission.

~~(4)~~(5) The construction of Work No. ~~1A(m~~1A(l) and Work No. ~~1A(bb~~1A(aa) must be carried out in accordance with the activity details approved by the MMO in writing.

~~(5)~~(6) The SIP and the MMMP must be implemented as approved by the MMO.

~~(6)~~(7) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the activity details~~,~~ to the MMO at least 6 months prior to the proposed commencement of the relevant Work No. and the MMMP and the SIP at least 6 months prior to the commencing of the proposed impact piling.

~~(7)~~(8) The determination date is 6 months from submission of the activity details, the MMMP or the SIP to the MMO.

Soft Coastal Defence Feature (SCDF)

~~42.~~37.—(1) The construction of Work No. ~~1A(n~~1A(m) must not commence until the following activity details have~~,~~ been submitted to and approved by the MMO in writing in consultation with the Environment Agency. The details must ~~include~~ include, but are not limited to—

(a) the start and end dates for the construction;

(b) a detailed construction method statement;

(c) the source, type and grain size of the material to be deposited;

(d) a description of any proposed mitigation;~~and~~

(e) the type and number of vehicles to be used~~.~~; and

(f) links to the CPMMP (marine).

(2) The construction of Work No. ~~1A(n~~1A(m) must be carried out in accordance with the activity details approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the activity details to the MMO at least 6 months prior to the proposed commencement of Work No. ~~1(A)(n~~1(A)(m).

(4) The determination date is 6 months from submission of the activity details to the MMO.

~~**43.** NOT USED~~

~~**44.** NOT USED~~

Combined Drainage Outfall (CDO)

~~**45.**~~**38.**—(1) The construction of Work Nos. 2K and 2L must not commence until the following activity details for that Work No. have been submitted to and approved by the MMO in writing. The activity details must ~~include —~~include, but are not limited to—

(a) the location and design (size and shape) of the ~~combined drainage outfall~~ CDO head and vertical shaft;

(b) the alignment (horizontal and vertical) of the ~~combined drainage outfall~~ CDO tunnel;

(c) the start and end dates for the construction;

(d) a detailed construction method statement;

(e) a description of any proposed mitigation;

(f) navigational lighting to be used;~~and~~

(g) the type and number of vessels to be used~~.~~; and

(h) link to the CPMMP (marine).

(2) The construction of Work Nos. 2K and 2L must be carried out in accordance with the activity details approved by the MMO in writing.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the activity details to the MMO at least 6 months prior to the proposed commencement of the relevant Work No.

(4) The determination date is 6 months from submission of the activity details to the MMO.

Cooling Water Intake and Outfall Heads, Shafts and Tunnels

~~**46.**~~**39.**—(1) The construction of Work No~~.~~ 2B must not commence until a SRMMP has~~,~~ been submitted to the MMO in ~~wring~~ writing and approved by the MMO in writing. The SRMMP must be in general accordance with the Draft *Sabellaria* Reef Management and Monitoring Plan and must ~~include —~~include, but is not limited to—

(a) the geographic extent of the monitoring;

(b) the monitoring methodology, frequency and duration of monitoring, and the format of the monitoring report; and

(c) explanation of how the project design reduces the loss of reef, and surrounding area available for reef to develop into, as far as practicable.

(2) The construction of Work No~~.~~ 2B must be carried out in accordance with the SRMMP as approved by the MMO.

(3) Monitoring reports, as defined within the SRMMP, must be submitted to the MMO for approval in writing.

~~(3)~~(4) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the SRMMP at least 6 months prior to the proposed commencement of Work No. 2B.

~~(4)~~(5) The determination date is 6 months from submission of the SRMMP to the MMO.

~~47.~~40.—(1) The construction of Work Nos. 2A, 2C and 2E must not commence until the TBM disposal activity details have been submitted to and approved by the MMO in writing. The activity details must ~~include —~~include, but are not limited to—

(a) the anticipated dates of disposal;

(b) the anticipated locations of the disposal, including depth beneath the seabed; and

(c) the anticipated composition and quantity of TBM equipment to be disposed of, including any oil, fuel or chemicals.

(2) The disposal of the TBM must be carried ~~on~~ out only in general accordance with the activity details approved in writing by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the activity details at least 6 months prior to the proposed commencement of Work Nos 2A, 2C and 2E.

(4) The determination date is 6 months from submission of the activity details to the MMO.

~~(3)~~(5) Confirmation of exact details as set out at (a), (b) and (c) of ~~paragraph~~ (1) must be submitted to the MMO in writing within two weeks of the completion of the tunnel boring activities.

~~48.~~41.—(1) The construction of Work Nos. 2A to 2J must not commence until the following activity details for that Work No. have~~,~~ been submitted to and approved by the MMO in writing. The activity details must ~~include —~~include, but are not limited to—

(a) the location and design (size and shape) of the cooling water intake and outfall heads;

(b) the alignment (horizontal and vertical) of the cooling water intake and outfall tunnels;

(c) a description of any proposed mitigation;

(d) the location and design of the FRR which must be in accordance with the Environment Agency reports referenced in the Environmental Statement (Volume 2, Chapter 2, Section 2.4(d)) unless otherwise agreed in writing by the MMO; and

(e) any lessons learned from the performance of the FRR at Hinkley Point C if Hinkley Point C is operational.

(2) Work Nos. 2A to 2J must be constructed in accordance with the activity details approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the activity details at least 6 months prior to the proposed commencement of the relevant Work No.

(4) The determination date is 6 months from submission of the activity details to the MMO.

~~49.~~42.—(1) The construction of Work Nos. 2A to 2J must not commence until the following activity details for that Work No. have been submitted to and approved by the MMO in writing. The activity details must ~~include —~~include, but are not limited to—

(a) the start and end dates for construction;

(b) the location of the relevant phase of the construction and drilling activities;

(c) a detailed construction method statement;

(d) the navigational lighting to be used; ~~and~~

(e) links to the CPMMP (marine); and

~~(e)~~(f) the vessels to be used.

(2) Work Nos. 2A to 2J must be constructed in accordance with the activity details approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the activity details for the relevant Work No. at least 6 months prior to the proposed commencement of the relevant Work No.

(4) The determination date is 6 months from submission of the details to the MMO.

~~50.~~43. ~~If drill~~ Drill arisings from Work Nos. 2B, 2D and 2F ~~are to be deposited within the UK marine licensing area they~~ must only be deposited within the ~~sites~~ "Sizewell C" disposal site set out in Part 4 (Table ~~9~~10).

~~51.~~44.—(1) Water abstraction must not commence until a FIEMP has been submitted to and approved by the MMO in writing in consultation with the Environment Agency. The FIEMP must be in general accordance with the Draft Fish Impingement and Entrainment Monitoring Plan and must ~~include~~ include, but is not limited to—

(a) the monitoring arrangements for assessing the efficacy of the FRR during the commissioning of Unit 1 and Unit 2;

(b) the undertaker's duty to consider future additional adaptive measures arising from (a) that may be required during operation of Unit 1 and Unit 2;

(c) the monitoring methodology, frequency of monitoring and format of monitoring reports; and

(d) examples of mitigation measures which could be implemented and which would be effective to mitigate particular results of the monitoring and how the appropriateness of each measure will be considered.

(2) The FIEMP must be implemented as approved in writing by the MMO.

(3) Monitoring reports, as defined within the FIEMP, must be submitted to the MMO for approval in writing.

~~(3)~~(4) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the FIEMP at least 6 months prior to the proposed commencement of water abstraction.

~~(4)~~(5) The determination date is 6 months from submission of the FIEMP to the MMO.

~~52.~~45.—(1) Water abstraction must not commence until a SMP has been submitted to and approved by the MMO in writing in consultation with the Environment Agency. The SMP must ~~include~~ include, but is not limited to—

(a) a monitoring method statement;

(b) the frequency of monitoring; and

(c) the format of monitoring reports.

(2) The SMP must be implemented as approved by the MMO in writing.

(3) Monitoring reports, as defined within the SMP, must be submitted to the MMO for approval in writing.

~~(3)~~(4) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the SMP at least 6 months prior to the proposed commencement of water abstraction.

~~(4)~~(5) The determination date is 6 months from submission of the SMP to the MMO.

~~53.~~46.—(1) Work Nos. 2M, 2N, 2O and 2P ~~shall~~ must not commence until the following activity details have been submitted to and approved by the MMO in writing in consultation with the Environment Agency. The details must include, but are not limited to:

(a) the location, design, size and shape of the temporary desalination plant intake head (including the ~~Passive Wedge Wire Cylinder (PWWC)~~PWWC, outfall head and associated vertical shafts);

(b) the alignment (horizontal and vertical) of temporary desalination plant intake and outfall tunnels;

(c) start and end dates for the installation;

(d) installation methodology and detailed method statement;

(e) removal methodology and detailed method statement, to include headworks, anti-scour mats and depth to which the tunnels must be removed to avoid legacy impacts on coastal processes. Removal must be carried out prior to commencement of hot functional commissioning testing;

~~(e)~~(f) any proposed mitigation;

~~(f)~~(g) navigational lighting to be used on plant;

~~(g)~~(h) vessels to be used; and

~~(h)~~(i) links to the ~~coastal processes monitoring and mitigation plan~~CPMMP (marine).

(2) The construction and removal of Work Nos. 2M, 2N, 2O and 2P shall be carried out in accordance with the details approved by the MMO.

(3) Unless a shorter period is agreed with the MMO in writing, the undertaker must use reasonable endeavours to submit the activity details to the MMO at least 6 months prior to the proposed commencement of the relevant Work No.

(4) The determination date is 6 months from submission of the activity details to the MMO.

PART 4

CO-ORDINATES

Table 1: Licensable area for construction works

Latitude	*Longitude*
52.2230	1.6251
52.2248	1.6278
52.2239	1.6745
52.2195	1.6870
52.2058	1.6720
52.2130	1.6263
52.2141	1.6239
52.2140	1.6232
52.2141	1.6222
52.2152	1.6219
52.2163	1.6220
52.2171	1.6225
52.2218	1.6222
52.2221	1.6226
52.2222	1.6200
52.2224	1.6200
52.2230	1.6208
52.2231	1.6225
52.2230	1.6242
52.2229	1.6242
52.2228	1.6251

Table 2: Dredge area for Work No 1A(~~PBLF~~ (permanent BLF)

Latitude	*Longitude*
52.2227	1.6254
52.2228	1.6273
52.2228	1.6289
52.2212	1.6288
52.2213	1.6274

52.2220	1.6253	

Table 3: Dredge areas for Work No 2B (Intake Heads for Unit 1) (2 ~~Locations~~ locations to be chosen from 3)

	Latitude	*Longitude*
Location 1	52.2118	1.6652
	52.2118	1.6662
	52.2111	1.6661
	52.2111	1.6652
Location 2	52.2116	1.6666
	52.2115	1.6676
	52.2108	1.6675
	52.2109	1.6666
Location 3	52.2113	1.6681
	52.2113	1.6690
	52.2106	1.6689
	52.2106	1.6680

Table 4: Dredge areas for Work No 2D (Intake Heads for Unit 2) (2 locations to be chosen from 3)

	Latitude	*Longitude*
Location 1	52.2198	1.6688
	52.2198	1.6698
	52.2191	1.6697
	52.2191	1.6688
Location 2	52.2198	1.6703
	52.2197	1.6712
	52.2190	1.6712
	52.2191	1.6702
Location 3	52.2197	1.6717
	52.2197	1.6727
	52.2190	1.6726
	52.2190	1.6717

Table 5: Dredge areas for Work No 2F (Outfall Heads)

	Latitude	*Longitude*
Location 1	52.2183	1.6739
	52.2183	1.6748
	52.2178	1.6748
	52.2178	1.6739
Location 2	52.2183	1.6750
	52.2183	1.6759
	52.2178	1.6758
	52.2178	1.6749

Table 6: Dredge area for Work No 2H (FRR Outfall Head for Unit 1)

Latitude	*Longitude*
52.2185	1.6288
52.2185	1.6292
52.2181	1.6292
52.2181	1.6287

Table 7: Dredge area for Work No 2J (FRR Outfall Head for Unit 2)

Latitude	*Longitude*
52.2212	1.6290
52.2212	1.6294
52.2208	1.6294
52.2208	1.6289

Table 8: Dredge area for Work No 2L (CDO Outfall Head)

Latitude	*Longitude*
52.2216	1.6290
52.2216	1.6294
52.2212	1.6294
52.2212	1.6290

Table 9: Dredge area for Work Nos. 2N and 2P (Temporary desalination plant intake head and outfall tunnel diffusers and shaft)

Latitude	*Longitude*
52.2195	1.6281
52.2193	1.6317
52.2182	1.6316
52.2183	1.6280

Table 10: Temporary disposal site: Site Name: "Sizewell C"

Latitude	*Longitude*
52.2259	1.6261
52.2242	1.6832
52.2060	1.6817
52.2078	1.6246

SCHEDULE ~~20A~~22

Appeals procedure in relation to deemed marine licence

1. Where the MMO refuses an application for approval under a condition of the deemed marine licence and notifies the undertaker accordingly~~,~~ or fails to determine the application for approval by the determination date (as defined in Schedule ~~20~~21 (Deemed Marine Licence under Part 4 (Marine Licensing) of the Marine and Coastal Access Act 2009)) for the relevant condition the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations apply subject to the modifications set out in paragraph 2 below.

2. The 2011 Regulations are modified so as to read for the purposes of this Order only as follows—

(1) For regulation 4(1) (Appeal against marine licensing decisions) substitute—

> "A person who has applied for approval under a condition ~~[x]~~ of the deemed marine licence as defined by the Sizewell C (Nuclear Generating Station) Order ~~202[x]~~2022 may by notice appeal against a decision to refuse such an application or a failure to determine such an application."

(2) For regulation 6(1) (Time limit for the notice of appeal) substitute—

> "Notice of an appeal must be received by the Secretary of State within the period of four months beginning with the date of the decision to which the application relates or, in the case of non-determination, the date by which the application should have been determined."

(3) For regulation 7(2)(a) (Contents of the notice of appeal) substitute—

> "a copy of the decision to which the appeal relates or, in the case of non-determination, the date by which the application should have been determined; and"

(4) In regulation 8(1) (Decision as to appeal procedure and start date) the words "as soon as practicable after" are substituted with the words "within the period of 2 weeks beginning on the date of".

(5) In regulation 10(3) (Representations and further comments) the word "At" is substituted with the words "By no later than".

(6) In regulation 10(5) (Representations and further comments) the words "as soon as is reasonably practicable after" are substituted with the words "by no later than the end of".

(7) In regulation 12(1) (Establishing the hearing or inquiry) after the words "("the relevant date")" the words "which must be within 14 weeks of the start date" are inserted.

(8) In regulation 13(2) (Pre-inquiry meeting) the words "4 weeks" are substituted with the words "2 weeks".

(9) In regulation 22(1) (Determining the appeal – general) after the words "against a decision" the words "or a non-determination" are inserted and for regulation 22(1)(b) and (c) substitute—

> ~~(a)~~"(b) allow the appeal, and where the appeal is against a decision, quash the decision in whole or in part;
>
> ~~(b)~~(c) where the appointed person allows the appeal, and in the case of an appeal against a decision quashes that decision in whole or in part, direct the Authority to approve the application for approval to which the appeal relates."

(10) In regulation 22(2) (Determining the appeal – general) after the words "in writing of the determination" insert the words "within the period of 12 weeks beginning with the start date where the appeal is to be determined by written representations or within the period of 12 weeks beginning on the day of the close of the hearing or inquiry where the appeal is to be determined by way of a hearing or inquiry.

SCHEDULE ~~21~~23

Article 79

Removal of important hedgerows

(1) Relevant site	*(2) Important hedgerow reference*	*(3) Reference*
Main development site and rail	IH01	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH02 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH03	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH04 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH05 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH06 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH08 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH09 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH10 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH11 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH12 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH14	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH15 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH18 (in part) – 25m, the location of which is shown indicatively only	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH20 (in part)	SZC-SZ0-XX-000-DRW-100158
Main development site and rail	IH21 (in part)	SZC-SZ0-XX-000-DRW-100158
Main development site and rail	IH23 (in part)	SZC-SZ0-XX-000-DRW-100158
Main development site and rail	IH24 (in part)	SZC-SZ0-XX-000-DRW-100158
Main development site and rail	IH25 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH26 (in part)	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH27	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH29	SZC-SZ0-XX-000-DRW-100156

Main development site and rail	IH31	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH32 (in part) – 25m, the location of which is shown indicatively only	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH33	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH34	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH35	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH36	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH37	SZC-SZ0-XX-000-DRW-100156
Main development site and rail	IH38	SZC-SZ0-XX-000-DRW-100157
Main development site and rail	IH39 (in part)	SZC-SZ0-XX-000-DRW-100158
Main development site and rail	IH40 (in part)	SZC-SZ0-XX-000-DRW-100158
Main development site and rail	IH41 (in part)	SZC-SZ0-XX-000-DRW-100159

SCHEDULE ~~22~~24

Article 80

Certified Documents

(1) Document title	*~~(2) Revision~~*	*~~(3~~(2) Document reference*
Access Road Plan	~~01~~	2.14
Approved Plans	~~As set out in Schedule 7 (Approved Plans)~~	2.5 – 2.12
Associated Development Design Principles	~~01~~	~~8.3 including 8.3A and 8.3B~~10.1
Book of Reference	~~01~~	4.3~~and 4.3Ad~~
Code of Construction Practice	~~02~~	~~8.11(A)~~10.2
Construction Method Statement	~~02~~	~~Appendix 3D to Volume 2, Chapter 3 of the Environmental Statement~~10.3
Deed of Obligation	~~01~~	~~[TBC]~~10.4
Draft Coastal Processes Monitoring and Mitigation Plan		10.5
Draft Fen Meadow Plan		10.6
Draft Fish ~~Entrapment and~~ Impingement and Entrainment Monitoring Plan		10.7
Draft Marine Mammal Mitigation Protocol		10.8
~~Draft Outline Vessel Management Plan~~		
Draft Rail Noise Mitigation ~~Strategy~~Plan		10.9
Draft *Sabellaria* Reef Management and Monitoring Plan		10.10
Draft Site Integrity Plan		10.11
Draft Water Monitoring and Management Plan		10.12
Draft Wet Woodland Plan		10.13
Drainage Strategy	~~01~~	~~Volume 2, Chapter 2, Appendix 2A of 6.3 of the Environmental Statement~~10.14
EA1N Order Limits Interaction – Offshore Plan		2.14
EA1N Sizewell Gap Transport Interaction Plan		2.15
EA2 Order Limits Interaction – Offshore Plan		2.16
EA2 Sizewell Gap Transport Interaction Plan		2.17
Environmental Statement	~~01~~	6.1 – ~~6.14~~6.18
Estate Wide Management Plan		10.15
Fen Meadow Strategy	~~01~~	~~Volume 1, Chapter 2, Appendix 2A.9D of 6.14 of the Environmental Statement~~ 10.16
Land Plans	~~As set out in Schedule 3 (Land Plans)~~	2.1

Lighting Management Plan	~~01~~	~~Volume 2, Chapter 2, Appendix 2B of 6.3 of the Environmental Statement~~10.17
Main Development Site Design and Access Statement	~~02~~	~~8.1 Chapter 5 and Table A.1~~10.18
Main Development Site Operational Siting and Height Parameters	~~02~~	~~Volume 1, Chapter 2, Appendix 2.2A of 6.14 of the Environmental Statement~~10.19
Main Development Site Water Monitoring and Response Strategy	~~02~~	~~Volume 1, Chapter 2, Appendix 2.14A of 6.14 of the Environmental Statement~~ 10.20
On-site Marsh Harrier Compensatory Habitat ~~Report~~Strategy		10.21
~~Marsh Harrier Habitat Report~~		
Outline Landscape and Ecology Management Plan	~~01~~	~~8.2~~10.22
Outline Vessel Management Plan		10.23
Overarching Archaeological Written Scheme of Investigation	~~02~~	~~Volume 1, Chapter 2, Appendix 2.11A of 6.14 of the Environmental Statement~~10.24
Parameter Plans	~~As set out in Schedule 6 (Parameter Plans)~~	2.5 – 2.12
Peat Strategy	~~01~~	~~Volume 2, Chapter 16, Appendix 16G of 6.3 of the Environmental Statement~~10.25
~~Public~~ Rights of Way and Access Strategy	~~01~~	~~Volume 2, Chapter 15, Appendix 15I of 6.3 of the Environmental Statement~~10.26
Rights of Way Plans	~~As set out in Schedule 5 (Rights of Way Plans)~~	2.4
Sizewell Link Road Landscape and Ecology Management Plan		10.27
Terrestrial Ecology Monitoring and Mitigation Plan		10.28
Two Village Bypass Landscape and Ecology Management Plan		10.29
Westleton Marsh Harrier Compensatory Habitat Strategy		10.30
Wet Woodland Strategy	~~01~~	10.31
Works Plans	~~As set out in Schedule 4 (Works Plans)~~	2.3

SCHEDULE ~~23~~25

Article 83

Procedure for approvals, consents and appeals

Applications made under requirement

1.—(1) Where an application has been made to a discharging authority for any agreement, endorsement or approval required by a requirement included in this Order~~–~~, the discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period. For the purpose of this paragraph (1), the provision of details by East Suffolk Council to Suffolk County Council for endorsement pursuant to ~~Requirement~~ requirement 5(2) shall be treated as the making of an application by the undertaker for approval by Suffolk County Council.

(2) For the purposes of sub-paragraph (1), the decision period is—

(a) in the case of requirements in respect of which the discharging authority has a duty under Schedule 2 of this Order to consult with any other body—

(i) where no further information is requested under paragraph 2, 8 weeks from the day immediately following that on which the application is received by the discharging authority;

(ii) where further information is requested under paragraph 2, 8 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or

(iii) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (i) or (ii); and

(b) in the case of requirements in respect of which the discharging authority has no duty under Schedule 2 of this Order to consult with any other body—

(i) where no further information is requested under paragraph 2, 6 weeks from the day immediately following that on which the application is received by the discharging authority;

(ii) where further information is requested under paragraph 2, 6 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or

(iii) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (i) or (ii).

(3) In the case of requirements in respect of which the discharging authority has a duty under Schedule 2 of this Order to consult with any other body, the discharging authority must have regard to comments received from any of those bodies.

(4) In the case of requirements in respect of which East Suffolk Council is the discharging authority under Schedule 2 of this Order, East Suffolk Council must consult with Suffolk County Council. In the case of requirements in respect of which Suffolk County Council is the discharging authority under Schedule 2 of this Order, Suffolk County Council must consult with East Suffolk Council.

Further information

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary and the requirement does not specify that consultation with a requirement consultee is required, the

discharging authority must, within 10 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement specifies that consultation with a requirement consultee is required, the undertaker must issue the consultation to the requirement consultee within 3 working days of submitting the application, and must notify the discharging authority in writing.

(4) If the discharging authority does not give notification as specified in sub-paragraph (2) or (3), or otherwise fails to request any further information within the timescales provided for in this paragraph it will be deemed to have sufficient information to consider the application and will not thereafter be entitled to request further information without the prior agreement of the undertaker.

Fees

3.—(1) Where an application is made to the discharging authority for agreement~~-~~, endorsement or approval in respect of a requirement, a fee shall be paid to that discharging authority as follows—

Requirement	*Fee*
Category 1: reserved matters (major) Requirement ~~12~~17: Main development site~~-~~: reserved matters	In accordance with ~~sub-paragraph~~ sub-paragraphs (2), (3) and (4)
Category 2: minor reserved matter and other details Requirement 5: Project wide: surface and foul water drainage Requirement 15: Main development site: outage car park Requirement 18: Sports facilities: reserved matters Requirement 19: Main development site: marine infrastructure Requirement 20: Main development site: SSSI Crossing Requirement 22: Main development site: ancillary structures, other buildings and plant Requirement 23: Main development site: highway works ~~10~~Requirement 24: Main development site: ~~outage car park~~landscape works Requirement 30: Accommodation campus: buildings and structures Requirement ~~12A~~33: ~~Sports facilities~~Associated development sites: ~~reserved matters~~buildings and structures and landscape Requirement ~~12B: Main development site: marine infrastructureRequirement 12C: Main development site: SSSI Crossing~~ ~~Requirement 13A: Main development site: highway works~~ ~~Requirement 14: Main development site: landscape works~~ ~~Requirement 22~~35: Highway works Requirement ~~22A~~36: Associated development: highway landscape works	£2,028
Category 3: re-approvals and 'unless other agreed' (i) In respect of any Category 1 or Category 2 requirement where an application is made for discharge in respect of which an application has been made previously; and (ii) Approval of variations pursuant to the 'unless otherwise agreed' provisions of the following requirements Requirement 2: ~~project~~ Project wide: code of construction practice Requirement 4: ~~project~~ Project wide: terrestrial ecology monitoring and	£462

mitigation plan Requirement ~~5C~~8: ~~project~~ Project wide: estate management Requirement ~~6~~9: ~~project wide~~Main development site: site clearance Requirement ~~8~~13: ~~main~~ Main development site: temporary construction-related development Requirement ~~9~~14: ~~main~~ Main development site: construction lighting Requirement ~~11~~16: ~~main~~ Main development site: approved buildings, ~~structure~~ structures and plant Requirement ~~13~~28: ~~main development site: ancillary structures, other buildings and plantRequirement 15: main~~ Main development site: permanent operational lighting Requirement ~~18~~31: ~~rail~~ Rail infrastructure Requirement ~~19~~32: ~~associated~~ Associated development sites: site clearance	
Category 4: ~~discharge of condition~~Other Requirement 3: Project wide: archaeology and peat Requirement ~~5A~~6: Project wide: emergency planning Requirement ~~5B~~7: Project wide: navigation lighting Requirement ~~6A~~10: ~~Main development site~~Project wide: public rights of way Requirement ~~7~~11: main development site: water ~~,~~monitoring and ~~response strategy~~management plan Requirement ~~7A~~12: main development site: coastal processes monitoring and mitigation plan Requirement ~~14A~~25: main development site: fen meadow Requirement ~~14B~~26: main development site: wet woodland Requirement ~~14C~~27: main development site: marsh harrier Requirement ~~17~~38: ~~accommodation campus: buildings and structuresRequirement 20: associated development site: buildings and structures and landscape Requirement 24~~associated development sites: removal and reinstatement Requirement ~~25~~39: rail noise	£116

Calculation of Category 1 fees

(2) Subject to sub-paragraph (3) and (4) below, applications for discharge of requirement ~~12~~ 17 shall be calculated as follows—

(a) where the area of gross floor space to be created by the development does not exceed 40 metres, £234;

(b) where the area of the gross floor space to be created by the development exceeds 40 square metres, but does not exceed 75 square metres, £462;

(c) where the area of the gross floor space to be created by the development exceeds 75 square metres, but does not exceed 3750 square metres, £462 for each 75 square metres of that area;

(d) where the area of gross floor space to be created by the development exceeds 3750 square metres, £19,049; and an additional £115 for each 75 square metres.

(3) For the purpose of the calculation of fees pursuant to paragraph 3(2)—

(a) the area shall be taken as consisting of the area of land to which the application relates;

(b) the area of gross floor space created by the development shall be ascertained by external measurement of the floor space, whether or not it is bounded (wholly or partly) by external walls of a building;

(c) the gross floor space to be created by the development exceeds 75 square metres and is not an exact multiple of 75 square metres, the area remaining after division of the total number of square metres of gross floor space by the figure of 75 shall be treated as being 75 metres.

(4) The maximum total fee payable for discharge of requirement ~~12~~ 17 shall be £300,000.

Refund of fees

(5) Any fee paid under this Schedule shall be refunded to the undertaker within 8 weeks of—

(a) the application being rejected as invalidly made; or

(b) the discharging authority failing to determine the application within the decision period as determined under paragraph 1, unless within that period the undertaker agrees, in writing, that the fee shall be retained by the discharging authority and credited in respect of a future application.

Appeals

4.—(1) ~~The~~ Subject to sub-paragraph (14), the undertaker may appeal in the event that—

(a) the discharging authority refuses an application for any agreement~~–~~, endorsement or approval required by a requirement included in this Order or grants it subject to conditions;

(b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined under paragraph 1;

(c) on receipt of a request for further information pursuant to paragraph 2 the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or

(d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The process for appeals is as follows—

(a) any appeal by the undertaker must be made within 6 weeks of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;

(b) any appeal by the undertaker must be made within 6 weeks of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;

(c) the undertaker shall submit to the Secretary of State a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide ("the appeal documentation");

(d) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the requirement consultee (if applicable);

(e) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal ("the appointed person") and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person's attention should be sent;

(f) the discharging authority and the requirement consultee (if applicable) must submit any written representations in respect of the appeal to the appointed person in respect of the appeal within 20 working days of the date on which the appeal parties are notified of the appointment of a person under sub-paragraph (~~e~~e) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(g) the appeal parties may make any counter-submissions to the appointed person within 20 working days beginning with the first working day immediately following the date of receipt of written representations pursuant to sub-paragraph (~~d~~f); and

(h) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(3) If the appointed person considers that further information is necessary to enable the appointed person to consider the appeal, the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person.

(5) Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 10 working days of the date mentioned in sub-paragraph (3).

(6) On an appeal under this paragraph ~~3 of this Schedule~~4, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed, or set by the appointed person, under this paragraph.

(8) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of Schedule 2 as if it had been given by the discharging authority.

(11) The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) will not affect or invalidate the effect of the appointed person's determination.

(12) Save where a direction is given pursuant to sub-paragraph ~~(14~~(13) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(13) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it must be made, the appointed person must have regard to the Planning Practice Guidance: appeals (March 2014)or any circular or guidance which may from time to time replace it.

(14) The appeal procedure set out in this paragraph 4 does not apply to requirement 6 (Project wide: emergency planning).

Definitions

5.—(1) In this Schedule—

"appeal parties" means the discharging authority, the requirement consultee and the undertaker; and

“requirement consultee” means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging the requirement.

SCHEDULE ~~24~~26

Article 84

Miscellaneous Controls

Introduction

1. This Part 1 of this Schedule applies, modifies and excludes statutory provisions which relate to matters for which provision may be made in this Order.

Highways Act 1980

2. Section 141 of the 1980 Act (Restriction on planting trees etc. in or near carriageway) does not apply to any tree or shrub planted with the agreement of the highway authority in the course of the authorised development before completion of construction.

Community Infrastructure Levy Regulations 2010

3.—(1) Notwithstanding the provisions of section 208 of the 2008 Act, for the purposes of regulation 6 of the Community Infrastructure Levy Regulations 2010(~~47~~a) any building comprised in the authorised development is deemed to be—

(a) a building into which people do not normally go; or

(b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

~~**New Roads and Street Works Act 1991**~~

~~**4.** Not used~~

Town and Country Planning Act 1990

~~**5.**~~**4.**—(1) Section 57(2) of the 1990 Act (Planning permission required for development) will apply to specific associated development works as if the development consent granted for those works under this Order were a planning permission granted for a limited period.

~~(2) Not used.~~

~~(3)~~(2) Section 239 of the 1990 Act (Burial grounds) will apply—

(a) In relation to land, other than a right over land, acquired for the purposes of the authorised development (whether or not by agreement), so as to permit the construction, operation and maintenance by the undertaker in accordance with the provisions of this Order; and

(b) In relation to a right over land so acquired for the purposes of the authorised development (whether or not by agreement), or the temporary use of land pursuant to articles ~~35~~ 40 (Temporary use of land for carrying out ~~the~~ authorised development) and ~~36~~ 41 (Temporary use of land for maintaining ~~the~~ authorised development), so as to permit the exercise of that right or the temporary use by the undertaker in accordance with the provisions of this Order, without prejudice to the status of the land over which the right is exercised.

(~~47~~a) S.I. 2010/948. Regulation 6 was amended by S.I. 2011/987

~~**Control of Pollution Act 1974**~~

~~**6.** Where a local planning authority is acting in accordance with section 60(4) (Control of noise on construction sites) and section 61(4) (Prior consent for work on construction sites) of the Control of Pollution Act 1974(**48**) in relation to the construction of the authorised development then that local planning authority will also have regard to the noise levels referred to in the Code of Construction Practice.~~

~~(1) Underground tunnelling works will be regulated by sections 60 and 61 of the Control of Pollution Act 1974.~~

Local Government (Miscellaneous Provisions) Act 1976

~~**7.**~~**5.** Section 42 of the Local Government (Miscellaneous Provisions) Act 1976 (certain future local Acts, etc., to be subject to the planning enactments, etc., except as otherwise provided)(~~**49**~~**a**) will not apply to the extent that it would make provisions of this Order authorising the construction, operation and maintenance of the authorised development subject to other provisions.

~~**48**() 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to the Order.~~

(~~**49**~~**a**) 1976 c.57.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises NNB Generation Company (SZC) Limited (referred to in this Order as the undertaker) to construct, operate and maintain a nuclear powered generating station at Sizewell, Suffolk, to be known as Sizewell C and comprising two nuclear reactors, as well as associated development. The Order imposes requirements in connection with the nuclear power station and the associated development, together the authorised development.

The Order permits the undertaker to acquire or create and acquire, compulsorily or by agreement, rights in land, and to use land for this purpose.

A copy of the plans~~-~~, documents and Book of Reference referred to in this Order and certified in accordance with article 80 (~~certification~~ Certification of plans, etc) of this Order may be inspected free of charge at ~~[*].~~Sizewell C Information Office, 48-50 High Street, Leiston IP16 4EW.