East Anglia ONE North Offshore Windfarm

Draft Development Consent Order

Applicant: East Anglia ONE North Limited
Document Reference: 3.1
SPR Reference: EA1N-DWF-ENV-REP-IBR-000405 Rev 06
Pursuant to AFPF Regulation: 5(2)(b)

Date: 25th March 2021
Revision: Version 06
Author: Shepherd and Wedderburn LLP

Applicable to
East Anglia ONE North

S T A T U T O R Y I N S T R U M E N T S

202* No. ****

INFRASTRUCTURE PLANNING

The East Anglia ONE North Offshore Wind Farm Order 202*

Made - - - - ***

Coming into force - - ***

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An application under section 37 of the Planning Act 2008 ("the 2008 Act")(**a**) has been made to the Secretary of State for an order granting development consent.

(**a**) 2008 c.29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of, and schedule 13 to, the Localism Act 2011 (c.20) and by sections 22 to 27 of the Growth and Infrastructure Act 2013 (c. 27).

The application was examined by the Examining Authority, which has made a report to the Secretary of State under section 74(2) of the 2008 Act.

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74 of the 2008 Act made a report and recommendation to the Secretary of State.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**a**) and has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an order giving effect to the proposals comprised in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

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

PART 1

Preliminary

Citation and commencement

1.—(1) This Order may be cited as the East Anglia ONE North Offshore Wind Farm Order 202*.

(2) This Order comes into force on [ ] 202*.

Interpretation

2.—(1) In this Order—

"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 1989 Act" means the Electricity Act 1989(**f**);

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

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

"the 2003 Act" means the Communications Act 2003(**i**);

"the 2004 Act" means the Energy Act 2004(**j**);

(**a**) S.I. 2017/572.
(**b**) 1961 c.33.
(**c**) 1965 c.56.
(**d**) 1980 c.66.
(**e**) 1981 c.66.
(**f**) 1989 c.29.
(**g**) 1990 c.8.
(**h**) 1991 c.22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c26). Sections 78(4), 80(4) and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18).
(**i**) 2003 c.21.
(**j**) 2004 c.20. Section 105 was amended by section 69 of the Energy Act 2008 (c.32) .

"the 2008 Act" means the Planning Act 2008;

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

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017(**b**);

"access to works plan" means the plan certified as the access to works plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"activity exclusion zones plan" means the plan certified as the activity exclusion zones plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"AIS" means air insulated switchgear;

"ancillary works" means—

(a) the ancillary works described in Part 2 of Schedule 1 (ancillary works); and

(b) any other works authorised by this Order,

to the extent that such works are not development within the meaning of section 32 of the 2008 Act;

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

"authorised project" means the authorised development and the ancillary works;

"best practice protocol for minimising disturbance to red-throated diver" means the document certified as the best practice protocol for minimising disturbance to red-throated diver by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"book of reference" means the document certified as the book of reference by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

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

"buoy" means any floating device used for navigational purposes or measurement purposes, including LiDAR buoys, wave buoys and guard buoys;

"cable" in respect of any onshore cable includes direct lay cables, cables laid in cable ducts or protective covers and in respect of any cable whether onshore or offshore includes fibre optic cables either within the cable or laid alongside;

"cable crossings" means the crossing of existing sub-sea cables or pipelines or other existing infrastructure by the inter-array, platform link or export cables authorised by this Order together with physical protection measures including cable protection;

"cable ducts" means conduits for the installation of cables;

"cable protection" means measures to protect cables from physical damage and including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel burial;

"cable sealing end compound" means a compound containing electrical equipment (including sealing ends, post insulators and earth switches), access, fencing and other associated equipment, structures or buildings;

"carriageway" has the same meaning as in the 1980 Act(**c**);

"commence" means—

(a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for operations consisting of offshore preparation works or pre–construction monitoring surveys approved under the deemed marine licences; and

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(**a**) 2009 c.23.
(**b**) S.I. 2017/1012.
(**c**) "carriageway" is defined in section 329(1).

(b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project other than onshore preparation works;

and the words "commencement" and "commenced" must be construed accordingly;

"construction consolidation site" means a construction site associated with the onshore works including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, access roads, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

"construction, operation and maintenance platform" means an offshore structure housing or incorporating temporary accommodation, landing ports for vessels and helicopters, standby electricity generation equipment, marking and lighting and other equipment facilities to assist in the co-ordination of marine activities related to the authorised development;

"deemed marine licences" means the marine licences set out in Schedules 13 (deemed licence under the 2009 Act – generation assets) and 14 (deemed licence under the 2009 Act – offshore transmission assets);

"Defence Infrastructure Organisation Safeguarding" means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

"distributed temperature sensing cable" is typically a fibre optic cable which identifies faults in the electrical cables during operation allowing the approximate location of any fault to be identified;

"East Anglia TWO Order" means the East Anglia TWO Offshore Wind Farm Order 20[xx];

"EIA Regulations" means the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017;

"electrical cable" means an assembly of one or more conductors running side by side or bundled, which is used to carry electrical power;

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 36 (certification of plans etc.);

"fibre optic cable" means a cable consisting of one or more thin flexible fibres with a glass core through which signals are sent in the form of light;

"GIS" means gas insulated switchgear;

"gravity base foundation" means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

"grid connection works" means Work Nos. 34 and 38 to 43 and any related associated development;

"highway" and "highway authority" have the same meaning as in the 1980 Act(**a**);

"Historic England" means the Historic Buildings and Monuments Commission for England;

"horizontal directional drilling" is a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

"horizontal directional drilling compound" means a construction site associated with the transmission works where horizontal directional drilling is proposed including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary

(**a**) "highway" is defined in section 328(1), for "highway authority", see section 1.

fencing or other means of enclosure and areas for other facilities required for construction purposes;

"HVAC" means high voltage alternating current;

"important hedgerows and tree preservation order plan" means the document certified as the important hedgerows and tree preservation order plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"in principle monitoring plan" means the document certified as the in principle monitoring plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan" means the document certified as the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"inter-array cable" means the cables linking the wind turbine generators to each other and to the offshore electrical platforms and described in paragraph (c) of Work No. 1;

"intertidal area" means the area between MHWS and MLWS;

"intrusive" means an activity that requires or is facilitated by breaking the surface of the ground or seabed (but does not include the installation of fence or signage posts);

"jacket foundation" means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

"jointing bay" means an excavation formed to enable the jointing of high voltage power cables;

"jointing works" means a process by which two or more cables are connected to each other by means of cable joints within a jointing bay;

"land plans" means the plans certified as the land plans by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"LAT" means lowest astronomical tide;

"layout principles statement" means the document certified as the layout principles statement by the Secretary of State under article 36 (certification of plans etc.);

"licensed marine activities" means the activities specified in Part 1 of the deemed Marine Licences;

"limits of deviation" means the limits for the scheduled works as shown on the works plans;

"local highway authority" has the same meaning as in section 329(1) of the 1980 Act(**a**);

"maintain" includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works) and any component part of any wind turbine generator, offshore electrical platform, construction, operation and maintenance platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and "maintenance" must be construed accordingly;

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

"mean low water springs" or "MLWS" means the average height of all low waters above Chart Datum;

(**a**) Section 329(1) was amended by Schedule 1(1) para. 60(2)(a) to the Infrastructure Act 2015 c.7.

“meteorological mast” means an offshore mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“MMO” means the Marine Management Organisation;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“national grid substation” means a compound containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical protection equipment devices (disconnectors, circuit breakers), harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, access, fencing and other associated equipment, structures or buildings;

“offshore electrical platform” means a platform with one or more decks, whether open or fully clad, accommodating electrical power transformers, low, medium and/or high voltage switch gear, instrumentation, protection and control systems, neutral earthing resistors, reactive compensation, standby electrical generation equipment, fuelling facilities, surface water drainage system, auxiliary and uninterruptible power supply systems and transformers, accommodation, emergency shelter, craneage, metering stations, meteorological equipment, helicopter landing facilities, messing facilities, potable water storage, black water separation equipment, control hub, drainage facilities, access equipment, J-tubes, marking and lighting and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

[“offshore ornithology without prejudice compensation measures” means the document certified as the offshore ornithology without prejudice compensation measures by the Secretary of State under article 36 (certification of plans etc.);]

“offshore platforms” means the construction, operation and maintenance platform and the offshore electrical platforms;

“offshore preparation works” means surveys, monitoring and UXO clearance activities seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

“offshore works” means Work Nos. 1 to 5 and, to the extent that it comprises works that are seaward of MHWS, Work No. 6;

“onshore preparation works” means operations consisting of site clearance, demolition work, early planting of landscaping works, archaeological investigations, environmental surveys, ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of temporary means of enclosure, creation of site accesses, footpath creation, erection of welfare facilities and the temporary display of site notices or advertisements;

“onshore substation” means a compound containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical protection equipment devices (disconnectors, circuit breakers), harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, access, fencing and other associated equipment, structures or buildings;

“onshore works” means the transmission works and the grid connection works;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“Order limits boundary coordinates plan (offshore)” means the document certified as the Order limits boundary coordinates plan (offshore) by the Secretary of State under article 36 (certification of plans etc.);

“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline construction traffic management plan” means the document certified as the outline construction traffic management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline fisheries liaison and coexistence plan” means the document certified as the outline fisheries liaison and coexistence plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline landfall construction method statement” means the document certified as the outline landfall construction method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline landscape and ecological management strategy” means the document certified as the outline landscape and ecological management strategy by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline navigation monitoring strategy” means the document certified as the outline navigation monitoring strategy by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline operational drainage management plan” means the document certified as the outline operational drainage management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline port construction traffic management and travel plan” means the document certified as the outline port construction traffic management and travel plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline pre-commencement archaeology execution plan” means the document certified as the outline pre-commencement archaeology execution plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline public rights of way strategy” means the document certified as the outline public rights of way strategy by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline *Sabellaria* reef management plan” means the document certified as the outline *Sabellaria* reef management plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline Sizewell Gap construction method statement” means the document certified as the outline Sizewell Gap construction method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline SPA crossing method statement” means the document certified as the outline SPA crossing method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline travel plan” means the document certified as the outline travel plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“outline watercourse crossing method statement” means the document certified as the outline watercourse crossing method statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"outline written scheme of investigation (offshore)" means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"outline written scheme of investigation (onshore archaeology)" means the document certified as the outline written scheme of investigation (onshore archaeology) by the Secretary of State for the purposes of this Order under article 36 (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**);

"permanent stopping up of public rights of way plan" means the plan certified as the permanent stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"pin piles" means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

"platform link cables" means the cables linking offshore platforms to one another and described in Work No. 4;

"relevant highway authority" means the highway authority for the area in which the land to which the relevant provision of this Order applies is situated;

"relevant local highway authority" means the local highway authority for the area in which the land to which the relevant provision of this Order applies is situated;

"relevant planning authority" means the district planning authority for the area in which the land to which the relevant provision of this Order applies is situated;

"requirements" means those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

"SAC" means special area of conservation;

"scheduled works" means the numbered works specified in Part 1 of Schedule 1 (authorised development) to this Order, or any part of them;

"Sizewell C order limits interaction – offshore plan" means the plan certified as the Sizewell C order limits interaction – offshore plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"SPA" means special protection area;

"stage" means a section or part of the authorised development as identified as a stage in a written scheme approved under requirement 11 (stages of authorised development onshore);

"statutory nature conservation body" means the appropriate nature conservation body as defined in regulation 5 of the 2017 Regulations;

"statutory undertaker" means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

"street" means a street within the meaning of section 48 of the 1991 Act(**b**), together with land on the verge of a street or between two carriageways, and includes part of a street;

"street authority", in relation to a street, has the same meaning as in Part 3 of the 1991 Act(**c**);

"substations design principles statement" means the document certified as the substations design principles statement by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

"suction caisson" means large diameter steel cylindrical shells which penetrate the seabed assisted by a hydrostatic pressure differential for securing steel jacket foundations;

(**a**) 1981 c.67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). There are other amendments to the 1981 Act which are not relevant to this Order.

(**b**) Section 48 was amended by section 124(2) of the Local Transport Act 2008 (c.26)

(**c**) "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c.7).

“suction caisson foundation” means a tubular steel structure which penetrates the seabed assisted by a hydrostatic pressure differential and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“temporary stopping up of public rights of way plan” means the plan certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.);

“transition bay” means an underground pit where the offshore export cables are jointed to the onshore cables;

“transmission works” means Work Nos. 6 to 37 and any related associated development;

“trenchless technique” means a method of installation that allows ducts and cables to be installed under an obstruction without breaking open the ground and digging a trench (examples of such techniques include horizontal directional drilling, thrust boring, auger boring and pipe ramming);

“trenchless technique compound” means a construction site associated with the transmission works where a trenchless technique is proposed including hard standings, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas for welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

“tribunal” means the Lands Chamber of the Upper Tribunal;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“undertaker” means East Anglia ONE North Limited (company number 11121800);

“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, creeks, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“wind turbine generator” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation; and

“works plans” means the plans certified as the works plans by the Secretary of State for the purposes of this Order under article 36 (certification of plans etc.).

(2) References in this Order to rights over land include references to rights to do or restrain 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 restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate, save in respect of the parameters referred to in—

(a) requirements 2 to 9 in Part 3 of Schedule 1 (requirements);

(b) conditions 1 to 9 in Part 2 of Schedule 13 (conditions); and

(c) conditions 1 to 5 in Part 2 of Schedule 14 (conditions).

(4) Any reference in this Order to a work identified by the number of the work is to be construed as a reference to the work of that number authorised by this Order.

(5) Unless otherwise stated, references in this Order to points identified by letters are to be construed as references to the points so lettered on the works plans.

(6) The expression "includes" is to be construed without limitation unless the contrary intention appears.

PART 2

Principal Powers

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—

(a) development consent for the authorised development; and

(b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Each of the scheduled works must be constructed and maintained within the limits of deviation for that work.

Power to maintain authorised project

4.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

Benefit of the Order

5.—(1) Subject to paragraphs (2) and (3), 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 (including the deemed marine licences) and such related statutory rights as may be agreed between the undertaker and the transferee;

(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 (including the deemed marine licences) and such related statutory rights as may be so agreed.

(2) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of any or all of the benefit of the provisions of any of the deemed marine licences.

(3) Where paragraph (7) applies no consent of the Secretary of State is required.

(4) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (5), (6) or (8), include references to the transferee or lessee.

(5) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) are subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(6) Where an agreement has been made in accordance with paragraph (1)—

(a) the benefit ("the transferred benefit") includes any rights that are conferred, and any obligations that are imposed by virtue of the provisions to which the benefit relates;

(b) the transferred benefit resides exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an

obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee.

(7) This paragraph applies where—

(a) the transferee or lessee is a person who holds a licence under the 1989 Act; or

(b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(i) no such claims have been made,

(ii) any such claim has been made and has been compromised or withdrawn,

(iii) compensation has been paid in final settlement of any such claim,

(iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(8) The provisions of article 8 (street works), article 12 (temporary stopping up of streets), article 18 (compulsory acquisition of land), article 20 (compulsory acquisition of rights), article 26 (temporary use of land for carrying out the authorised project) and article 27 (temporary use of land for maintaining the authorised project) have effect only for the benefit of the named undertaker and a person who is a transferee or lessee and is also—

(a) in respect of Work Nos. 6 to 43 a person who holds a licence under the 1989 Act; or

(b) in respect of functions under article 8 (street works) relating to a street, a street authority.

(9) Prior to any transfer or grant under this article taking effect the undertaker must provide written notification to the Secretary of State and, if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(10) A notice required under paragraph (9) must—

(a) state—

(i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;

(ii) subject to paragraph (11), the date on which the transfer will take effect;

(iii) the provisions to be transferred or granted;

(iv) the restrictions, liabilities and obligations that, in accordance with paragraph (5), will apply to the person exercising the powers transferred or granted; and

(v) where paragraph (7) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land.

(b) be accompanied by—

(i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and

(ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(11) The date specified under paragraph (10)(a)(ii) must not be earlier than the expiry of 14 days from the date of the receipt of the notice.

(12) The notice given under paragraph (10) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

Application and modification of legislative provisions

6.—(1) Regulation 6 of the Hedgerows Regulations 1997(**a**) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j)—

"(k) for carrying out development that has been authorised by an order granting development consent pursuant to the Planning Act 2008."

(2) The provisions of the Neighbourhood Planning Act 2017(**b**) insofar as they relate to temporary possession of land under articles 26 (temporary use of land for carrying out the authorised project) and 27 (temporary use of land for maintaining the authorised project) of this Order do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**c**) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance)(**d**) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site) or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(**e**); or

(ii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in compliance with requirement 27 (control of noise during operational phase); or

(ii) is a consequence of the use of the authorised project and that it cannot reasonably be avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.

(**a**) S.I. 1997/1160.
(**b**) 2017 c.20.
(**c**) 1990 c.43. There are amendments to this Act which are not relevant to the Order.
(**d**) Section 79(1) was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c.16).
(**e**) 1974 c.40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c.55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 and Schedule 24 to the Environment Act 1995. There are other amendments to the 1974 Act which are not relevant to the Order.

PART 3

Streets

Street works

8.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 2 (streets subject to street works) as is within the Order limits and may—

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

(b) tunnel or bore under the street;

(c) place apparatus under the street;

(d) maintain apparatus under 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) The authority given by paragraph (1) 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.

(3) In this article "apparatus" has the same meaning as in Part 3 of the 1991 Act(**a**).

Application of the 1991 Act

9.—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out 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—

(a) the carrying out of works under article 8 (street works); and

(b) the temporary stopping up, temporary alteration or temporary diversion of a street by the undertaker under article 12 (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.

(2) The provisions of the 1991 Act(**b**) are—

(a) subject to paragraph (3), section 55 (notice of starting date of works);

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

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

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

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

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

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

(h) all provisions of that Act that apply for the purposes of the provisions referred to in subparagraphs (a) to (g).

(3) Section 55 of the 1991 Act as applied by paragraph (2) has 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.

(**a**) "apparatus" is defined in section 89(3) and section 105(1).
(**b**) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c.18)

Public rights of way

10.—(1) With effect from the date of certification by the local highway authority that the relevant alternative right of way has been created to the standard defined in the public rights of way strategy, the section of the public right of way (being a footpath) specified in columns (1), (2) and (3) of Schedule 4 (footpaths to be stopped up) is extinguished.

(2) With effect from that same date, the alternative section of the footpath specified in column (4) of Schedule 4 (footpaths to be stopped up) or as otherwise approved by the relevant local highway authority is created.

(3) 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 case of dispute, under Part 1 of the 1961 Act(**a**).

Temporary stopping up of public rights of way

11.—(1) The undertaker may, in connection with the carrying out of the authorised project, temporarily stop up each of the public rights of way specified in column (2) of Schedule 3 (public rights of way to be temporarily stopped up) to the extent specified in column (3), by reference to the letters shown on the temporary stopping up of public rights of way plan.

(2) The public rights of way specified in Schedule 3 (public rights of way to be temporarily stopped up) shall not be temporarily stopped up under this article unless the alternative public right of way described in column (4) of Schedule 3 or as otherwise approved by the relevant local highway authority, is first provided by the undertaker to the standard defined in the public rights of way strategy, to the reasonable satisfaction of the relevant local highway authority.

(3) The relevant diversion route provided under paragraph (2) shall be subsequently maintained by the undertaker until the re-opening of the relevant public right of way specified in paragraph (1).

(4) 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 case of dispute, under Part 1 of the 1961 Act.

Temporary stopping up of streets

12.—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily stop up, alter or divert any street and may for any reasonable time—

(a) divert the traffic or a class of traffic from the street; and

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

(2) Without limiting paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article within the Order limits as a temporary working site.

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

(4) Without limiting paragraph (1), the undertaker may temporarily stop up, alter or divert the streets set out in column (2) of Schedule 5 (streets to be temporarily stopped up) to the extent specified, by reference to the letters and numbers shown on the works plans, in column (3) of that Schedule.

(5) The undertaker must not temporarily stop up, alter, divert or use as a temporary working site—

(a) any street referred to in paragraph (4) without first consulting the street authority;

(**a**) Part 1 was amended by Schedule 1 to the Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009, S.I. 2009/1307.

(b) any street referred to in Schedule 3 (public rights of way to be temporarily stopped up) without first consulting the local highway authority; and

(c) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) 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 case of dispute, under Part 1 of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(c) that street authority is deemed to have granted consent.

Access to works

13.—(1) The undertaker may, for the purposes of the authorised project—

(a) form and lay out means of access, or improve existing means of access, in the locations specified in columns (1) and (2) of Schedule 6 (access to works); and

(b) with the approval of the relevant highway authority after consultation with the relevant planning authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant highway authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) that relevant highway authority is deemed to have granted approval.

Agreements with street authorities

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

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

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

(c) the carrying out in the street of any of the works referred to in article 8(1) (street works).

(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) include an agreement between the undertaker and street authority specifying a reasonable time for the completion of the works; and

(c) contain such terms as to payment and otherwise as the parties consider appropriate.

Highway alterations

15.—(1) The undertaker may carry out highway alterations comprised within Work Nos. 35, 36 and 37 in the plots numbered 148 to 182 on the land plans.

(2) The highway alterations must be carried out in accordance with plans approved by the highway authority, such approval not to be unreasonably withheld.

(3) If the highway authority fails to notify the undertaker of its decision within 28 days of receiving plans for approval under paragraph (2), the highway authority is deemed to have given approval.

PART 4

Supplemental powers

Discharge of water

16.—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project 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 subject to the obtaining of consent and approval respectively pursuant to sub-paragraphs (3) and (4) below.

(2) 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) is determined as if it were a dispute under section 106 of the Water Industry Act 1991(**a**) (right to communicate with public sewers).

(3) 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.

(4) 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; and

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

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of, or construct any works in, under, over or within eight metres of, any watercourse forming part of a main river, or within 16 metres of a tidally influenced main river without the prior written consent of the Environment Agency.

(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) 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**).

(8) In this article—

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

(b) other expressions, excluding watercourse, used both in this article and in the Environmental Permitting (England and Wales) Regulations 2016 have the same meaning as in those Regulations.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraphs (3) or (5) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

Authority to survey and investigate the land onshore

17.—(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 project and—

(a) survey or investigate the land;

(**a**) 1991 c.56. Section 106 was amended by section 35(8)(a) of the Competition and Service (Utilities) Act 1992 (c.43) and sections 36(2) and 99 of the Water Act 2003 (c.37). There are other amendments to this section which are not relevant to this Order.

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

(b) without prejudice to the generality of 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, subsoil and groundwater and remove soil and groundwater samples;

(c) without prejudice to the generality of sub-paragraph (a), make trial trenches in such positions on the land as the undertaker thinks fit to carry out archaeological and site investigations;

(d) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations or environmental monitoring on such land; and

(e) place on, leave on and remove from the land apparatus and welfare facilities for use in connection with the survey and investigation of land, environmental monitoring and making of trial holes and trial trenches.

(2) No land may be entered or equipment placed or 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 may 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.

(5) Following completion of any survey, monitoring or investigation works the undertaker must remove all equipment, apparatus and welfare facilities placed on the land in connection with such survey, monitoring or investigations.

(6) 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 (determination of questions of disputed compensation) of the 1961 Act.

(7) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

(a) under paragraph (4)(a) in the case of a highway authority; or

(b) under paragraph (4)(b) in the case of a street authority;

that authority is deemed to have granted consent.

PART 5

Powers of acquisition

Compulsory acquisition of land

18.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate, or is incidental to, it.

(2) This article is subject to paragraph (2) of article 20 (compulsory acquisition of rights) and article 26 (temporary use of land for carrying out the authorised project).

Time limit for exercise of authority to acquire land compulsorily

19.—(1) After the end of the period of seven years beginning on the day on which this Order is made—

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

(b) no declaration is to be executed under section 4 of the 1981 Act(**a**) as applied by article 22 (application of the Compulsory Purchase (Vesting Declarations) Act 1981).

(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents 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.

Compulsory acquisition of rights

20.—(1) The undertaker may acquire compulsorily such rights or impose restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (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 (1) of Schedule 7 (land in which only new 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 restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act, as substituted by paragraph 9 of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions), where the undertaker creates a right or acquires an existing right over land or imposes a restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their 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 restrictive covenants.

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

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) 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

21.—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 18 (compulsory acquisition of land)—

(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 of entry)(**a**),

(**a**) Section 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c.22).

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 20 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

(a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or

(b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry) in pursuance of the right,

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, 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 or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act 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 to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 28 (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 or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of the land,

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

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

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

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

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

(a) is made with a person in or to whom the right 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) Reference in this article to private rights over land includes reference to any trusts or incidents to which the land is subject.

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

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

(**a**) Section 11(1) was amended by sections 186 to 188 of the Housing and Planning Act 2016 (c.22), Schedule 4 to the Acquisition of Land Act 1981 (c.67) and Schedule 5 to the Church of England (Miscellaneous Provision) Measure 2006 No 1.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of act), for subsection 2, substitute—

"(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) Section 5 (earliest date for execution of declaration) is omitted.

(5) Section 5A (time limit for general vesting declaration) is omitted.

(6) In section 5B (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 2008 Act (legal challenges relating to applications for orders granting development consent)"; and

(b) for "the three year period mentioned in section 5A" substitute "the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the East Anglia ONE North Offshore Wind Farm Order 202*".

(7) In section 6 (notices after execution of declaration), in subsection (1)(b) for "section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981" substitute "section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008".

(8) In section 7 (constructive notice to treat), in subsection (1)(a), the words "(as modified by section 4 of the Acquisition of Land Act 1981)" are omitted.

(9) In Schedule A1 (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 must be construed as references to that Act as applied by section 125 of the 2008 Act (and as modified by article 23 (application of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

Application of Part 1 of the Compulsory Purchase Act 1965

23.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) 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 4A(1) (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 2008 Act (legal challenges relating to applications for orders granting development consent)"; and

(b) for "the three year period mentioned in section 4" substitute "the seven year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the East Anglia ONE North Offshore Wind Farm Order 202*".

(3) In section 11A (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".

(4) 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 19 (time limit for exercise of authority to acquire land compulsorily) of the East Anglia ONE North Offshore Wind Farm Order 202*".

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) omit paragraphs 1(2) and 14(2); and

(b) at the end insert—

"PART 4
INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 26 (temporary use of land for carrying out the authorised development) or article 27 (temporary use of land for maintaining the authorised development) of the East Anglia ONE North Offshore Wind Farm Order 202*."

Acquisition of subsoil or airspace only

24.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of, or the airspace over, the land referred to in article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole, or an interest in the whole, of the land.

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

(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 1990 Act.

(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.

Rights under or over streets

25.—(1) The undertaker may enter on and appropriate 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 project and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised project.

(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 the authorised project

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

(a) enter on and take temporary possession of—

(i) the land specified in column (2) of Schedule 9 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and

(ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act;

(b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;

(c) construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, structures and buildings on that land;

(d) use the land for the purposes of a working site with access to the working site in connection with the authorised project;

(e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 9 (land of which temporary possession may be taken), or any mitigation works or operations; and

(f) construct such works on that land as are mentioned in Part 1 of Schedule 1 (authorised development).

(2) Not less than 28 days before entering on and taking temporary possession of or using land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 9 (land of which temporary possession may be taken), unless the undertaker has, before 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 remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

(a) replace a building removed under this article; or

(b) restore land on which any works have been constructed under paragraph (1)(e).

(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.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must 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 (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 project, other than loss or damage for which compensation is payable under paragraph (5).

(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 new rights or imposing restrictive covenants over any part of that land under article 20 (compulsory acquisition of rights) to the extent that such land is listed in column (1) of Schedule 7 (land in which only new rights etc. may be acquired); or

(b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 24 (acquisition of subsoil or airspace only).

(9) Where the undertaker takes possession of or uses 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)(**a**) 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).

Temporary use of land for maintaining authorised project

27.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, 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 project; and

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

(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 28 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.

(4) 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 project for which possession of the land was taken.

(5) 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.

(6) 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.

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

(8) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(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) In this article "the maintenance period", in relation to any part of the authorised project, means—

(a) the period of five years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network except where the authorised development consists of the maintenance of any tree or shrub for which a 10 year replacement period is specified pursuant to requirement 15 (implementation and

(**a**) Section 13 was amended by Tribunals Courts and Enforcement Act 2007 (c.15)

maintenance of landscaping), in which case "the maintenance period" means a period of 10 years beginning with the date on which that tree or shrub is first planted; and

(b) any period falling between the date at which temporary possession is no longer permitted under article 26(3) and the date on which the authorised project first exports electricity to the national electricity transmission network.

Statutory undertakers

28. Subject to the provisions of Schedule 10 (protective provisions) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land and described in the book of reference; and

(b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

Recovery of costs of new connections

29.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 28 (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 28 (statutory undertakers), 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 sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 of the 1991 Act applies.

(4) In this paragraph—

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

"public utility undertaker" has the same meaning as in the 1980 Act.

PART 6

Operations

Operation of generating station

30.—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

Deemed marine licences under the 2009 Act

31. The marine licences set out in Schedules 13 (deemed licence under the 2009 Act – generation assets) and 14 (deemed licence under the 2009 Act – offshore transmission assets) are deemed to have been granted under Part 4 of the 2009 Act (marine licensing) for the licensed marine activities set out in Part 1, and subject to the conditions set out in Part 2, of each licence.

PART 7

Miscellaneous and general

Application of landlord and tenant law

32.—(1) This article applies to—

(a) any agreement for leasing to any person the whole or any part of the authorised project 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 project, 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 may 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.

Operational land for purposes of the 1990 Act

33. Development consent granted by this Order is 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 not being operational land).

Felling or lopping of trees and removal of hedgerows

34.—(1) Subject to article 35 (trees subject to tree preservation orders), the undertaker may fell or lop any tree or shrub within or overhanging the Order limits, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) 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.

(4) The undertaker may, for the purposes of the authorised project—

(a) subject to paragraph (2) above, remove any hedgerows within the Order limits that may be required for the purposes of carrying out the authorised project; and

(b) remove the important hedgerows as are within the Order limits and specified in Schedule 11 (hedgerows).

(5) In this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerow Regulations 1997.

Trees subject to tree preservation orders

35.—(1) The undertaker may fell or lop any tree described in Schedule 12 (trees subject to tree preservation orders) or any tree within or overhanging land within the Order limits that is subject to a tree preservation order made after 25 June 2019, or cut back its roots if it reasonably believes it to be necessary in order to do so to prevent the tree—

(a) from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project; or

(b) from constituting an unacceptable source of danger (whether to children or to other persons).

(2) In carrying out any activity authorised by paragraph (1)—

(a) the undertaker must not cause unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) 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.

Certification of plans etc.

36.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the documents listed in Schedule 17 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document 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

(b) identifies that provision by a number, or combination of numbers and letters, which is different from the number, or combination of numbers and 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 provision (if any) corresponding to that provision in the Order as made.

Arbitration

37.—(1) Subject to article 40 (saving provision for Trinity House), any dispute or difference arising out of or in connection with any provision of this Order, unless otherwise provided for, must be referred to and settled in arbitration in accordance with the rules at Schedule 15 (arbitration rules) to this Order by a single arbitrator to be agreed between the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

(2) 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.

(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the International Court of Arbitration of the International Chamber of Commerce for appointment of an arbitrator.

Requirements, appeals, etc.

38. Schedule 16 (procedure for discharge of requirements) has effect in relation to all consents, agreements or approvals required or contemplated by the requirements within Part 3 of Schedule 1 (requirements) to this Order.

Abatement of works abandoned or decayed

39. Where Work No. 1(a), Work No. 1(b), Work No. 2 or Work No. 3 or any part of those works is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense to repair and restore or remove Work No. 1(a), Work No. 1(b), Work No. 2 or Work No. 3 or any relevant part of those works, without prejudice to any notice served under section 105(2) of the 2004 Act(**a**). The notice may also require the restoration of the site of the relevant part(s) of Work No. 1(a), Work No. 1(b), Work No. 2 or Work No. 3 to a safe and proper condition within an area and to such an extent as may be specified in the notice.

Saving provisions for Trinity House

40. Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

Crown rights

41.—(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 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) 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.

Protective provisions

42. Schedule 10 (protective provisions) has effect.

(**a**) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c.32).

Funding

43.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

(a) a guarantee in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or

(b) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

(2) The provisions are—

(a) article 18 (compulsory acquisition of land);

(b) article 20 (compulsory acquisition of rights);

(c) article 21 (private rights);

(d) article 24 (acquisition of subsoil or airspace only);

(e) article 25 (rights under or over streets);

(f) article 26 (temporary use of land for carrying out the authorised project);

(g) article 27 (temporary use of land for maintaining the authorised project); and

(h) article 28 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is enforceable against the guarantor or person providing the alternative form of 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) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

[Offshore ornithology compensation provisions]

44. [Schedule 18 (offshore ornithology compensation measures) has effect.]

Signed by authority of the Secretary of State for Business, Energy and Industrial Strategy

Name
Address — Head of [ ]
Date — Department for Business, Energy and Industrial Strategy

SCHEDULE 1

Article 2

Authorised project

PART 1

Authorised development

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the North Sea approximately 31 kilometres from the Suffolk coast, comprising—

Work No. 1

(a) an offshore wind turbine generating station with a gross electrical output capacity of over 100 MW comprising up to 67 wind turbine generators each fixed to the seabed by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles,

suction caisson or gravity base), fitted with rotating blades and situated within the area shown on the works plans and further comprising (b) to (c) below;

(b) up to one meteorological mast fixed to the seabed within the area shown on the works plans by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles, suction caisson or gravity base); and

(c) a network of subsea inter-array cables within the area shown on the works plans between the wind turbine generators and between the wind turbine generators and Work No. 3 including one or more cable crossings.

and associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2 — up to one construction, operation and maintenance platform fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base);

Work No. 3 — up to four offshore electrical platforms fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base);

Work No. 4 — a network of subsea platform link cables within the area shown on the works plans between the offshore electrical platforms comprising Work No. 3 and between the construction, operation and maintenance platform comprising Work No. 2 and the offshore electrical platforms comprising Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings;

Work No. 5 — up to two subsea export cables between Work No. 3 and Work No. 6 within the area shown on the works plans including one or more cable crossings;

Work No. 6 — landfall connection works consisting of up to two export cables and up to two separate fibre optic cables laid underground within two cable ducts between Work No. 5 and Work No. 8 within the area shown on the works plans;

Work No. 7 — temporary construction consolidation sites and construction access;

Work No. 8 — the onshore transmission works at the landfall consisting of—

(a) up to two transition bays;

(b) up to two export cables and up to two separate fibre optic cables laid underground within two cable ducts from Work No. 6 to the transition bays;

(c) up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from the transition bays to Work No. 9;

(d) a temporary horizontal directional drilling compound;

(e) temporary construction consolidation sites;

(f) construction of a haul road; and

(g) access.

Work No. 9 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 8 to Work No. 11 including construction of a haul road and access.

Work No. 10 — formation of a new access from Sizewell Gap including vegetation clearance to the south of Sizewell Gap;

Work No. 11 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 9 to Work No. 12 together with a temporary trenchless technique compound, temporary construction consolidation sites, construction of a haul road and access.

Work No. 12 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 11 to Work No. 13 including construction of a haul road and access.

Work No. 12A — temporary ecological mitigation works in accordance with the ecological management plan and associated access.

Work No. 13 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 12 to Work No. 16 together with a temporary trenchless technique compound, construction of a haul road and access.

Work No. 14 — temporary ecological mitigation works in accordance with the ecological management plan and associated access.

Work No. 15 — formation of a new access at Sizewell Gap including vegetation clearance and construction of an access track to Work No. 13.

Work No. 16 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 13 to Work No. 17 together with temporary construction consolidation sites, construction of a haul road and access.

Work No. 17 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 16 to Work No. 18 and crossing Thorpe Road (B1353) together with the construction of a haul road and access.

Work No. 18 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 17 to Work No. 19 together with temporary construction consolidation sites, construction of a haul road and access.

Work No. 19 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 18 to Work No. 20 and crossing Aldeburgh Road (B1122) together with the construction of a haul road and access and the formation of a new access at Aldeburgh Road including vegetation clearance.

Work No. 20 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 19 to Work No. 21 together with the construction of a haul road and access and the formation of a new access at Aldeburgh Road including vegetation clearance.

Work No. 21 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 20 to Work No. 22 together with the construction of a haul road and access.

Work No. 22 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 21 to Work No. 23 together with temporary construction consolidation sites, construction of a haul road and access.

Work No. 23 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 22 to Work No. 26 together with the construction of a haul road and access and the formation of a new access at Snape Road (B1069) and a lay down area to the east of Snape Road.

Work No. 24 — permanent ecological mitigation works in accordance with the ecological management plan and associated access.

Work No. 25 — construction of bridleway to the west of Snape Road (B1069) connecting to the existing bridleway to the north including drainage works and fencing.

Work No. 26 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 23 to Work No. 31 and crossing Snape Road (B1069) together with the construction of a haul road and access and the formation of a new access at Snape Road (B1069).

Work No. 27 — temporary construction consolidation sites and construction access;

Work No. 28 — ecological mitigation works in accordance with the ecological management plan and associated access.

Work No. 29 — permanent ecological mitigation works in accordance with the ecological management plan and associated access.

Work No. 30 — a new onshore substation at Grove Wood, Friston.

Work No. 31 — up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 26 to Work No. 30 together with temporary construction consolidation sites, construction of a haul road, access and extension of permanent access comprised within Work No. 34.

Work No. 32 — a connection consisting of up to six electrical cables, up to two fibre optic cables and up to two distributed temperature sensing cables and up to ten cable ducts laid underground from Work No. 30 to Work No. 41 including a connection above ground and electrical engineering works within the national grid substation comprised within Work No. 41;

Work No. 33 — landscaping works including bunding and planting together with drainage works, sustainable drainage system ponds, surface water management systems, formation of footpaths and access.

Work No. 34 — formation of a new permanent access road from the B1121 north of Kiln Lane to the onshore substation and national grid substation including vegetation clearance on the eastern side of the road. Highway modifications and traffic management measures.

Work No. 35 — highway alterations to the junctions between the A1094 and the B1121 and the A1094 and the B1069 including widening of the highway and vegetation clearance.

Work No. 36 — highway alterations to the junction between the A12 and the A1094 including widening of the highway and vegetation clearance.

Work No. 37 — highway alterations comprising reinforcement of bridge together with temporary construction works area and formation of access from the A12.

and in connection with Work Nos. 1 to 6 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as rock placement and the placement of concrete mattresses and frond mattresses;

(c) dredging;

(d) the removal of material from the seabed required for the construction of Work Nos. 1 to 6 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;

and in connection with such Work Nos. 6 to 37 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including—

(a) haul roads, ramps, and other vehicular and pedestrian means of access, including creation of new tracks and footpaths, and widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;

(b) bunds, embankments, swales, landscaping and boundary treatments;

(c) habitat creation;

(d) spoil storage and associated control measures;

(e) jointing bays, link boxes, cable protection, joint protection, manholes, marker posts, tiles and tape, lighting and other works associated with laying cables and pulling cables through cable ducts;

(f) water supply works, foul drainage provision, surface water management systems, temporary drainage during installations of cables and culverting;

(g) works to alter the position of apparatus, including mains, sewers, drains and cables;

(h) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

(i) landscaping and other works to mitigate adverse effects of the construction, maintenance or operation of the authorised project;

(j) works for the benefit or protection of land affected by the authorised project;

(k) working sites in connection with the construction of the authorised project, construction lay down areas and compounds and storage compounds;

(l) works of restoration;

(m) fencing or other means of enclosure; and

(n) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project.

2. A nationally significant infrastructure project as defined in sections 14 and 16 (electric lines) of the 2008 Act comprising—

Work No. 38 — up to three cable sealing end compounds, one of which may include circuit breakers, comprising an electrical compound with electrical equipment and overhead line gantries to allow the connection of Work No. 41 to the overhead lines comprised within Work No. 39 together with cables connecting the national grid substation to the cable sealing ends, extension of the permanent access comprised within Work No. 34 and works to the overhead line pylons.

Work No. 39 — replacement, upgrade and realignment works to the overhead line pylons in the vicinity of Work No. 38 together with up to one new additional overhead line pylon to the north west of the national grid substation comprised within Work No. 41.

Work No. 40 — temporary realignment works to the overhead line pylons in the vicinity of Work No. 38.

and associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 41 — a new national grid substation to the north west of Work No. 30 at Grove Wood, Friston and extension of permanent access comprised within Work No. 34.

Work No. 42 — temporary construction consolidation sites, access and extension of permanent access comprised within Work No. 34.

Work No. 43 — temporary working areas for the purposes of constructing Work Nos. 39 and 40 including access.

Work No. 34 — formation of a new permanent access road from the B1121 north of Kiln Lane to the onshore substation and national grid substation including vegetation clearance on the eastern side of the road, highway modifications and traffic management measures.

and in connection with such Work No. 34 and Work Nos. 38 to 43 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including—

(a) haul roads, ramps, and other vehicular and pedestrian means of access, including creation of new tracks and footpaths, and widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;

(b) bunds, embankments, swales, landscaping and boundary treatments;

(c) habitat creation;

(d) spoil storage and associated control measures;

(e) jointing bays, link boxes, cable protection, joint protection, manholes, marker posts, tiles and tape, lighting and other works associated with laying cables and pulling cables through cable ducts;

(f) water supply works, foul drainage provision, surface water management systems, temporary drainage during installations of cables and culverting;

(g) works to alter the position of apparatus, including mains, sewers, drains and cables;

(h) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

(i) landscaping and other works to mitigate adverse effects of the construction, maintenance or operation of the authorised project;

(j) works for the benefit or protection of land affected by the authorised project;

(k) working sites in connection with the construction of the authorised project, construction lay down areas and compounds and storage compounds;

(l) works of restoration;

(m) fencing or other means of enclosure; and

(n) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project.

3. The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below and more particularly shown on the Order limits boundary coordinates plan (offshore)—

Point	*Latitude*	*Longitude*
1	52° 21 40.240N	02° 18 57.351E
2	52° 22 49.082N	02° 18 20.131E
3	52° 25 41.851N	02° 18 38.726E
4	52° 26 07.817N	02° 19 55.691E
5	52° 25 47.948N	02° 34 14.117E
6	52° 20 33.278N	02° 34 13.789E
7	52° 20 19.052N	02° 28 56.310E
8	52° 18 11.924N	02° 20 49.771E
9	52° 21 07.976N	02° 19 14.783E
10	52° 19 34.060N	02° 11 21.980E
11	52° 19 10.459N	02° 10 57.491E
12	52° 19 10.410N	02° 08 40.019E
13	52° 17 42.613N	02° 08 31.830E
14	52° 18 44.262N	02° 06 49.319E
15	52° 18 39.650N	01° 57 24.848E
16	52° 17 25.858N	01° 54 09.969E
17	52° 17 24.663N	01° 52 03.374E
18	52° 17 24.629N	01° 52 03.277E
19	52° 15 14.373N	01° 45 57.606E
20	52° 14 29.510N	01° 45 06.050E
21	52° 10 51.365N	01° 42 32.460E
22	52° 09 56.713N	01° 39 52.443E
23	52° 09 53.117N	01° 38 40.253E
24	52° 10 06.702N	01° 37 38.597E
25	52° 10 44.466N	01° 37 04.551E
26	52° 11 01.504N	01° 37 17.750E
27	52° 11 02.378N	01° 37 15.833E
28	52° 11 11.451N	01° 37 20.545E
29	52° 11 22.030N	01° 37 22.233E
30	52° 11 30.678N	01° 37 21.417E
31	52° 11 31.210N	01° 37 24.534E
32	52° 11 33.421N	01° 37 24.505E

33	52° 11 53.663N	01° 37 50.246E
34	52° 12 26.106N	01° 40 17.584E
35	52° 13 37.194N	01° 41 04.014E
36	52° 15 54.943N	01° 45 03.442E
37	52° 18 25.193N	01° 52 05.276E
38	52° 20 19.496N	01° 56 37.327E
39	52° 20 25.400N	02° 08 48.429E
40	52° 20 02.196N	02° 08 47.461E
41	52° 20 02.239N	02° 10 44.070E

PART 2

Ancillary works

1. Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

(a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised development;

(b) buoys, beacons, fenders and other navigational warning or ship impact protection works; and

(c) temporary works for the benefit or protection of land or structures affected by the authorised development.

PART 3

Requirements

Time limits

1. The authorised project must commence no later than the expiration of five years beginning with the date this Order comes into force.

Detailed offshore design parameters

2.—(1) Subject to paragraph (2), wind turbine generators forming part of the authorised project must not—

(a) exceed a height of 282 metres when measured from LAT to the tip of the vertical blade;

(b) exceed a height of 175 metres to the height of the centreline of the generator shaft forming part of the hub when measured from LAT;

(c) exceed a rotor diameter of 250 metres;

(d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 1,200 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);

(e) have an air clearance height of less than 24 metres from MHWS.

(2) References to the location of a wind turbine generator are references to the centre point of that turbine.

3.—(1) The total number of offshore electrical platforms forming part of the authorised project must not exceed four.

(2) The total number of construction, operation and maintenance platforms must not exceed one.

(3) The total number of meteorological masts must not exceed one.

(4) The dimensions of any offshore electrical platform forming part of the authorised project (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

(5) The dimensions of any construction, operation and maintenance platform forming part of the authorised project (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

(6) The meteorological mast must not exceed a height of 175 metres above LAT.

4.—(1) The total length of the inter-array cables comprised within Work No. 1(c) must not exceed 200 kilometres.

(2) The total length of the platform link cables comprised within Work No. 4 must not exceed 75 kilometres.

(3) The total length of the export cables comprised within Work Nos. 5 and 6 must not exceed 152 kilometres.

5.—(1) In relation to a wind turbine generator, each gravity base foundation must not have a diameter at the level of the seabed which is more than 60 metres;

(2) In relation to a wind turbine generator, each suction caisson foundation must not have a diameter at the level of the seabed which is more than 35 metres;

(3) In relation to a wind turbine generator, each jacket foundation must not have—

(a) a pile diameter which is more than 4.6 metres in the case of pin piles or a suction caisson diameter which is more than 16 metres;

(b) more than four piles or more than four suction caissons;

(c) more than four legs.

(4) In relation to a wind turbine generator, each monopile foundation must not have a diameter which is more than 15 metres.

6.—(1) In relation to a meteorological mast, each gravity base foundation must not have a footprint at the seabed which is more than 315 m^2.

(2) In relation to a meteorological mast, each suction caisson foundation must not have a footprint at the seabed which is more than 177 m^2.

(3) In relation to a meteorological mast, each jacket foundation must not have a footprint at the seabed which is more than 651 m^2.

(4) In relation to a meteorological mast, each monopile foundation must not have a footprint at the seabed which is more than 51 m^2.

7.—(1) In relation to each offshore electrical platform, the gravity base foundations must not have a total footprint at the seabed which is more than 4,800 m^2.

(2) In relation to each offshore electrical platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m^2.

(3) In relation to each offshore electrical platform, the monopile foundations must not have a total footprint at the seabed which is more than 177 m^2.

8.—(1) In relation to a construction, operation and maintenance platform, the gravity base foundations must not have a total footprint of more than 4,800 m^2.

(2) In relation to a construction, operation and maintenance platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m^2.

(3) In relation to any construction, operation and maintenance platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m^2.

9. The total amount of scour protection for the wind turbine generators, construction, operation and maintenance platform, meteorological mast and offshore electrical platform forming part of the authorised project must not exceed 1,428,854 m^2.

Offshore decommissioning

10. No offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act(**a**) has been submitted to the Secretary of State for approval.

Stages of authorised development onshore

11.—(1) The transmission works may not be commenced until a written scheme setting out the stages of the transmission works has been submitted to, and approved by, the relevant planning authority.

(2) The grid connection works may not be commenced until a written scheme setting out the stages of the grid connection works has been submitted to, and approved by, the relevant planning authority.

(3) Any amendments to the approved written schemes must be submitted to, and approved by, the relevant planning authority.

(4) The written schemes specified in paragraphs (1) and (2) must be implemented as approved. The approved details shall be taken to include any amendments that may subsequently be approved in accordance with paragraph (3).

Detailed design parameters onshore

12.—(1) No stage of Work No. 30 may commence until details of the layout, scale and external appearance of the onshore substation have been submitted to and approved by the relevant planning authority. Work No. 30 must be carried out in accordance with the approved details.

(2) No stage of Work No. 30 may commence until written details of the specification of plant, and any noise mitigation proposed in respect of Work No. 30 together with updated modelling, have been submitted to and approved in writing by the relevant planning authority. Work No. 30 must thereafter be implemented in accordance with the approved details.

(3) No stage of the national grid substation comprised within Work No. 41 may commence until details of the layout, scale and external appearance of the national grid substation have been submitted to and approved by the relevant planning authority. Work No. 41 must be carried out in accordance with the approved details.

(4) No stage of the cable sealing end compounds comprised within Work No. 38 may commence until details of the layout, scale and external appearance of the cable sealing end compounds have been submitted to and approved by the relevant planning authority. Work No. 38 must be carried out in accordance with the approved details.

(5) Any details provided by the undertaker pursuant to paragraphs (1), (2), (3) and (4) must accord with the substations design principles statement and be within the Order limits.

(6) To the extent comprised within the onshore substation—

(a) buildings must not exceed a height of 14 metres above finished ground level;

(b) external electrical equipment, with the exception of lightning protection masts, must not exceed a height of 14 metres above finished ground level;

(c) lightning protection masts must not exceed a height of 20 metres above finished ground level; and

(d) the maximum number of lightning protection masts must not exceed six.

(**a**) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c.32).

(7) Buildings comprised within the national grid substation must not exceed—

(a) where AIS substation arrangement is used, a height of 6 metres above finished ground level; and

(b) where GIS substation arrangement is used, a height of 16 metres above finished ground level.

(8) External electrical equipment comprised within the national grid substation must not exceed a height of 16 metres above finished ground level.

(9) To the extent comprised within the cable sealing end compounds comprised within Work No. 38—

(a) the overhead line gantries must not exceed a height of 16 metres above finished ground level; and

(b) electrical equipment (excluding the overhead line gantries) must not exceed a height of 14.5 metres above finished ground level.

(10) For the purposes of paragraphs (6) to (9), 'finished ground level' will be defined in accordance with the substations design principles statement .

(11) The maximum number of new additional overhead line pylons comprised within Work No. 39 must not exceed one and the maximum number of permanently relocated and/or reconstructed overhead line pylons comprised within Work No. 39 must not exceed three.

(12) The maximum height of any additional, relocated or reconstructed overhead line pylons must not exceed 59.2 metres.

(13) The width of the new permanent access road comprised within Work No. 34 must not exceed 7 metres.

(14) The fenced compound area (excluding its accesses) for the onshore substation must not exceed 32,300 m^2.

(15) The fenced compound area (excluding its accesses) for the national grid substation must not exceed—

(a) where AIS substation arrangement is used, 44,950 m^2; and

(b) where GIS substation arrangement is used, 16,800 m^2.

(16) The fenced compound area (excluding its accesses) for the cable sealing end compounds comprised within Work No. 38 must not exceed—

(a) 5,000m^2 where the cable sealing end compound includes circuit breakers; and

(b) 2,500m^2 where the cable sealing end compound does not include circuit breakers.

(17) The total footprint of the construction consolidation sites comprised within the following works must not exceed the following—

Work	*Total footprint of construction consolidation sites*
Work Nos. 7 and 8 (combined)	7,040 m^2
Work No. 11	7,040 m^2
Work No. 16	7,040 m^2
Work No. 18	3,000 m^2
Work No. 22	3,000 m^2
Work No. 27	16,500 m^2
Work No. 31	17,100 m^2
Work No. 42	23,350 m^2

(18) The working width of the onshore cable route must not exceed 32 metres, save in respect of the following—

(a) where the cables cross the Sandlings SPA the working width of the onshore cable route must not exceed—

(i) 16.1 metres, in the event that open cut trenching is used;

(ii) 90 metres, in the event that a trenchless technique is used;

(b) where the cables cross the Hundred River the working width of the onshore cable route must not exceed 34 metres for a distance of 40 metres from the banks of the river;

(c) where the cables cross the woodland to the west of Aldeburgh Road the working width of the onshore cable route must not exceed 16.1 metres;

(d) where the cables cross an important hedgerow specified in Part 2 of Schedule 11 (important hedgerows that will be crossed using a reduced working width) the working width of the onshore cable route must not exceed 16.1 metres;

(e) where the cables are within 418 metres of a transition bay forming part of Work No. 8, the working width of the onshore cable route must not exceed 190 metres; and

(f) where the cables cross the woodland to the east of Aldeburgh Road the working width of the onshore cable route must not exceed 16.1 metres between Aldeburgh Road and the point 40 metres from the western bank of the Hundred River.

(19) Jointing bays must not be installed within 55 metres of a building used as a dwelling-house.

(20) Where open cut trenching is used to cross the Sandlings SPA, Work Nos. 11 and 13 must not include trenchless technique compounds.

(21) The ducts and cables comprised within Work No. 6 must be installed using horizontal directional drilling.

Landfall construction method statement and monitoring plan

13.—(1) No part of Work Nos. 6 or 8 may commence until the following have been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body and, in respect of sub-paragraph (a) and to the extent that it relates to works seaward of mean high water springs, the marine management organisation—

(a) a landfall construction method statement for the construction of that part of Work No. 6 or Work No. 8 (which accords with the outline landfall construction method statement); and

(b) a landfall monitoring plan (which accords with the outline landfall monitoring plan contained within appendix 2 of the outline landfall construction method statement).

(2) The landfall construction method statement and the landfall monitoring plan must be implemented as approved.

(3) In the event that inspections carried out in accordance with the landfall monitoring plan indicate that, as a result of the rate and extent of landfall erosion, Work Nos. 6 or 8 could become exposed during the operation of the authorised project the undertaker must, as soon as practicable, submit proposals in writing for remedial works or mitigation measures to protect Work Nos. 6 or 8 from coastal retreat, together with a timetable for their implementation, to the relevant planning authority for approval in consultation with the relevant statutory nature conservation body and the remedial works or mitigation measures must be implemented as approved.

Provision of landscaping

14.—(1) No stage of the onshore works may commence until for that stage a written landscape management plan and associated work programme (which accords with the outline landscape and ecological management strategy and includes details of the ongoing maintenance and management of the landscaping works) has been submitted to and approved by the relevant planning authority.

(2) The written landscape management plan(s) and associated work programme(s) must be implemented as approved.

Implementation and maintenance of landscaping

15.—(1) All landscaping works must be carried out and maintained in accordance with the landscape management plan(s) approved under requirement 14 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree or shrub planted as part of an approved landscape management plan that, within a period of five years (save in relation to Work Nos. 19, 24, 29 and 33, for which the relevant period is ten years) after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless alternative timing or a different specimen is otherwise approved by the relevant planning authority.

Highway accesses

16.—(1) Construction of any access must not begin until written details (which accord with the outline access management plan) of the siting, design, layout and any access management measures for any new, permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway used by vehicular traffic, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority.

(2) The highway accesses must be constructed or altered and the works described in paragraph (1) above in relation to access management measures must be carried out, as the case may be, in accordance with the approved details before they are brought into use for the purposes of the authorised project.

Fencing and other means of enclosure

17.—(1) No stage of the onshore works may commence until for that stage written details of all proposed permanent and temporary fences, walls or other means of enclosure of the onshore works have been submitted to and approved by the relevant planning authority.

(2) All fencing and other means of enclosure of the onshore works must be in accordance with the approved details.

(3) Any temporary fencing must be removed on completion of the relevant stage of the onshore works unless otherwise approved by the relevant planning authority.

(4) Any approved permanent fencing in relation to the onshore substation comprised within Work No. 30, the national grid substation comprised within Work No. 41 and the sealing end compounds comprised within Work No. 38 must be completed before the respective substation or sealing end compound is brought into use and must be maintained for the operational lifetime of the work to which it relates.

Contaminated land and groundwater

18.—(1) No stage of the onshore works shall commence until a written scheme applicable to that stage, to mitigate the potential for release of contaminants within the Order limits has, after consultation with the Environment Agency, been submitted to and approved by the relevant planning authority.

(2) The scheme must include an investigation and assessment report, prepared by a specialist consultant approved by the relevant planning authority, to identify the extent of any contamination within the Order limits comprised in that stage and mitigation measures to be undertaken to limit impacts arising from the potential release of contaminants.

(3) The written scheme referred to in paragraph (1) must be implemented as approved.

Pre-commencement archaeology execution plan

19.—(1) No intrusive onshore preparation works (including pre-commencement archaeological surveys, archaeological investigations or site preparation works in respect of such surveys or investigations) may be carried out until a pre-commencement archaeology execution plan (which accords with the outline pre-commencement archaeology execution plan and the outline written scheme of investigation (onshore archaeology)) in respect of those works has been submitted to and approved by Suffolk County Council in consultation with the relevant planning authority.

(2) Intrusive onshore preparation works must be carried out in accordance with the approved plan.

Archaeology

20.—(1) No stage of the onshore works may commence until for that stage a written scheme of archaeological investigation (which accords with the outline written scheme of investigation (onshore archaeology) and is informed by the pre-commencement archaeological surveys) has, after consultation with Historic England, been submitted to and approved by Suffolk County Council in consultation with the relevant planning authority.

(2) In the event that site investigation is required, the scheme must include details of the following—

(a) an assessment of significance and research questions;

(b) the programme and methodology of site investigation and recording;

(c) the programme for post investigation assessment;

(d) provision to be made for analysis of the site investigation and recording;

(e) provision to be made for publication and dissemination of the analysis and records of the site investigation;

(f) provision to be made for archive deposition of the analysis and records of the site investigation; and

(g) nomination of a competent person or persons/organisation to undertake the works set out within the written scheme of investigation.

(3) Any archaeological works or watching brief must be carried out in accordance with the approved written scheme of archaeological investigation for that stage.

(4) In the event that site investigation is required, the site investigation and post investigation assessment must be completed for that stage in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition secured for that stage.

Ecological management plan

21.—(1) No stage of the onshore works may commence until for that stage a written ecological management plan (which accords with the outline landscape and ecological management strategy) reflecting pre-construction survey results, and the ecological mitigation measures included in the environmental statement and including—

(a) a breeding bird protection plan;

(b) an arboricultural method statement;

(c) an invasive species method statement; and

(d) where appropriate, a special protection area crossing method statement (which accords with the outline SPA crossing method statement)

has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(2) Onshore preparation works may not be carried out until a written ecological management plan (which accords with the outline landscape and ecological management strategy) for those

works reflecting survey results and the ecological mitigation measures included in the environmental statement has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(3) The ecological management plan(s) must include an implementation timetable and must be carried out as approved.

Code of construction practice

22.—(1) No stage of the onshore works may commence until for that stage a code of construction practice (which must accord with the outline code of construction practice) has been submitted to and approved by the relevant planning authority.

(2) The code of construction practice must include—

(a) a surface water and drainage management plan;

(b) a flood management plan;

(c) a construction phase noise and vibration management plan;

(d) a site waste management plan;

(e) a soil management plan including method statements for soil handling;

(f) an air quality management plan;

(g) a materials management plan;

(h) a pollution prevention and response plan including a groundwater protection method statement and construction method statements for the protection of onshore water;

(i) a stakeholder communications plan;

(j) an artificial light emissions management plan;

(k) a watercourse crossing method statement (which accords with the outline watercourse crossing method statement); and

(l) a Sizewell Gap construction method statement (which accords with the outline Sizewell Gap construction method statement).

(3) The code of construction practice approved in relation to the relevant stage of the onshore works must be followed in relation to that stage of the onshore works.

Construction hours for the transmission works

23.—(1) Construction work for the transmission works must only take place between 0700 hours and 1900 hours Monday to Friday and 0700 hours and 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in paragraph (2).

(2) Outside the hours specified in paragraph (1), construction work may be undertaken for essential activities including but not limited to—

(a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, dewatering, cable pulling, cable jointing and drilling during the operation of a trenchless technique;

(b) internal fitting out works associated with the onshore substation;

(c) delivery to the transmission works of abnormal loads that may cause congestion on the local road network;

(d) the testing or commissioning of any electrical plant or cables installed as part of the authorised development; and

(e) activity necessary in the instance of an emergency where there is a risk to persons, delivery of electricity or property.

(3) With the exception of activities undertaken in accordance with paragraph (2)(e), the timing and duration of construction work undertaken in accordance with paragraph (2) and, where works do not fall within paragraphs (2)(a) to (2)(e), whether such works are essential,

must be approved by the relevant planning authority in writing in advance, and must be carried out within the approved time.

Construction hours for the grid connection works

24.—(1) Construction work for the grid connection works must only take place between 0700 hours and 1900 hours Monday to Friday and 0700 hours and 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in paragraph (2).

(2) Outside the hours specified in paragraph (1), construction work may be undertaken for essential activities including but not limited to—

(a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring and the installation and removal of conductors, pilot wires and associated protective netting across highways or public footpaths;

(b) internal fitting out works associated with the national grid substation;

(c) the completion of construction activities commenced during the approved working hours which cannot safely be stopped;

(d) the testing or commissioning of any electrical plant installed as part of the authorised development; and

(e) activity necessary in the instance of an emergency where there is a risk to persons or property.

(3) With the exception of activities undertaken in accordance with paragraph (2)(e), the timing and duration of construction work undertaken in accordance with paragraph (2) and, where works do not fall within paragraphs (2)(a) to (2)(e), whether such works are essential, must be approved by the relevant planning authority in writing in advance, and must be carried out within the approved time.

Control of artificial light emissions during operational phase

25.—(1) Work No. 30 must not begin operation until an operational artificial light emissions management plan providing details of artificial light emissions during the operation of Work No. 30, including measures to minimise lighting pollution and the hours of lighting, has been submitted to and approved by the relevant planning authority.

(2) The approved operational artificial light emissions management plan must be implemented upon, and maintained during, the operation of Work No. 30.

(3) Work No. 41 must not begin operation until an operational artificial light emissions management plan providing details of artificial light emissions during the operation of Work No. 41, including measures to minimise lighting pollution and the hours of lighting, has been submitted to and approved by the relevant planning authority.

(4) The approved operational artificial light emissions management plan must be implemented upon, and maintained during, the operation of Work No. 41.

(5) Work No. 38 must not begin operation until an operational artificial light emissions management plan providing details of artificial light emissions during the operation of Work No. 38, including measures to minimise lighting pollution and the hours of lighting, has been submitted to and approved by the relevant planning authority.

(6) The approved operational artificial light emissions management plan must be implemented upon, and maintained during, the operation of Work No. 38.

Onshore preparation works management plan

26.—(1) Prior to carrying out specified onshore preparation works, an onshore preparation works management plan in respect of those works (which accords with appendix 1 of the outline code of construction practice) must be submitted to and approved by the relevant planning authority in consultation with Suffolk County Council.

(2) The specified onshore preparation works must be carried out in accordance with the approved onshore preparation works management plan.

(3) For the purposes of this requirement, "specified onshore preparation works" means operations consisting of site clearance, demolition work, early planting of landscaping works, intrusive ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of temporary means of enclosure, creation of site accesses, footpath creation and erection of welfare facilities.

Control of noise during operational phase

27.—(1) The combined noise rating level for the standard operation of Work No. 30 cumulatively with the standard operation of the new national grid substation and the East Anglia TWO onshore substation must not exceed—

(a) 32dB LAeq (15 min) at any time at a free field location immediately adjacent to the following noise sensitive locations—

(i) 1 Woodside Cottages, Grove Road (641837, 261172);

(ii) Woodside Barn Cottages, Church Road (641237, 260645);

(b) 31dB LAeq (15 min) at any time at a free field location immediately adjacent to the following noise sensitive location—

(i) Little Moor Farm, Knodishall (641228, 261676).

(2) Work No. 30 must not operate at the same time as the new national grid substation or the East Anglia TWO onshore substation until a scheme for monitoring compliance with the noise rating levels set out in paragraph (1) above has been submitted to and approved by the relevant planning authority. The scheme must be based on principles set out in BS 4142:2014+A1:2019. The reference method set out in Annex D to BS 4142:2014+A1:2019 shall be used in the assessment of whether tonal penalties apply. The scheme must identify—

(a) the required meteorological and other conditions under which the measurements will be taken, acknowledging that data obtained during emergency operation or testing of certain plant and equipment is not be taken in to account;

(b) suitable monitoring locations (and alternative surrogate locations if appropriate); and

(c) times when the monitoring is to take place

to demonstrate that the noise levels have been achieved after—

(d) initial commencement of—

(i) Work No. 30, the new national grid substation and the East Anglia TWO onshore substation all operating at the same time; and

(ii) where Work No. 30 begins operation before the East Anglia TWO onshore substation, Work No. 30 and the new national grid substation operating at the same time; and

(e) six months after—

(i) Work No. 30, the new national grid substation and the East Anglia TWO onshore substation have all been operating cumulatively at full capacity; and

(ii) where Work No. 30 begins operation at least six months before the East Anglia TWO onshore substation, both Work No. 30 and the new national grid substation have been operating cumulatively at full capacity.

(3) The monitoring scheme must be implemented as approved.

(4) For the purposes of this requirement—

(a) "East Anglia TWO onshore substation" means the onshore substation comprised within Work No. 30 of the East Anglia TWO Order;

(b) "new national grid substation" means the national grid substation comprised within Work No. 41 of this Order and Work No. 41 of the East Anglia TWO Order; and

(c) "standard operation" means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.

Traffic

28.—(1) No stage of the onshore works may commence until for that stage the following have been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority—

(a) a construction traffic management plan which must be in accordance with the outline construction traffic management plan; and

(b) a travel plan which must be in accordance with the outline travel plan.

(2) The plans approved under paragraph (1) must be implemented upon commencement of the relevant stage of the onshore works.

Restoration of land used temporarily for construction

29. Any land landward of mean low water within the Order limits which is used temporarily for construction of the onshore works and not ultimately incorporated in permanent works or approved landscaping must be reinstated, in accordance with such details as the relevant planning authority in consultation with the relevant highway authority may approve, within twelve months of completion of the relevant stage of the onshore works or such other period as the relevant planning authority may approve.

Onshore decommissioning

30.—(1) The undertaker must notify the relevant planning authority of the permanent cessation of commercial operation of the transmission works within 14 days following the date of permanent cessation.

(2) Within six months following the permanent cessation of commercial operation of the transmission works an onshore decommissioning plan in respect of the transmission works must be submitted to and approved by the relevant planning authority in consultation with the relevant highway authority and the relevant statutory nature conservation body.

(3) The undertaker must notify the relevant planning authority of the permanent cessation of commercial operation of the grid connection works within 14 days following the date of permanent cessation.

(4) Within six months following the permanent cessation of commercial operation of the grid connection works an onshore decommissioning plan in respect of the grid connection works must be submitted to and approved by the relevant planning authority in consultation with the relevant highway authority and the relevant statutory nature conservation body.

(5) The decommissioning plans must be implemented as approved.

Aviation Lighting

31.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by Air Navigation Order 2016(**a**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) Such lights will be operated at the lowest permissible lighting intensity level.

(**a**) S.I. 2016/765.

Public rights of way

32.—(1) No stage of the authorised development or onshore preparation works that would affect a public right of way specified in Schedule 3 (public rights of way to be temporarily stopped up) or Schedule 4 (footpaths to be stopped up) is to be undertaken until a public rights of way strategy in respect of that stage and in accordance with the outline public rights of way strategy, including the specification for the making up of an alternative right of way (where appropriate) has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority.

(2) Any alternative public rights of way must be implemented in accordance with the approved public rights of way strategy.

Emergency planning arrangements

33.—(1) No part of the relevant works shall commence until the Suffolk Resilience Forum Radiation Emergency Plan has been reviewed to account for the relevant works or part thereof and reissued in accordance with the relevant Radiation Emergency Preparedness Regulations.

(2) Emergency planning arrangements specified within the Suffolk Resilience Forum Radiation Emergency Plan in respect of the relevant works shall be implemented in relation to the relevant part of the relevant works, unless otherwise agreed with Suffolk County Council after consultation with the Sizewell Emergency Planning Consultative Committee or Suffolk Resilience Forum as appropriate.

(3) For the purposes of this requirement—

(a) "the relevant works" means—

(i) the onshore preparation works;

(ii) the onshore works; and

(iii) to the extent that they are within the Sizewell B Detailed Emergency Planning Zone, the offshore works.

(b) "the relevant Radiation Emergency Preparedness Regulations" means the Radiation (Emergency Preparedness and Public Information) Regulations 2019 as amended from time to time; and

(c) "the relevant Sizewell B Detailed Emergency Planning Zone" means the Sizewell Detailed Emergency Planning Zone detailed within the Suffolk Resilience Forum Radiation Emergency Plan.

Ministry of Defence surveillance operations

34.—(1) No wind turbine generator forming part of the authorised development is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State, having consulted with the Ministry of Defence, confirms satisfaction in writing that appropriate mitigation will be implemented and maintained for the life of the authorised development and that arrangements have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

(a) "appropriate mitigation" means measures to prevent or remove any adverse effects which the authorised development will have on the air defence radar at Remote Radar Head Trimingham and the Ministry of Defence's air surveillance and control operations;

(b) "approved mitigation" means the detailed Radar Mitigation Scheme that will set out the appropriate measures and timescales for implementation as agreed with the Ministry of Defence at the time the Secretary of State confirms satisfaction in writing in accordance with paragraph (1);

(c) "Ministry of Defence" means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, Kingston Road, Sutton Coldfield, B75 7RL or any successor body.

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the authorised development.

Cromer Primary Surveillance Radar

35.—(1) No construction of any wind turbine generator forming part of the authorised development may commence until the Secretary of State, having consulted with NATS, confirms satisfaction in writing that appropriate mitigation is available and that arrangements have been put in place with NATS to ensure that the such appropriate mitigation is implemented for the required period.

(2) The undertaker must comply with the obligations contained within the appropriate mitigation for the required period.

(3) For the purposes of this requirement—

(a) "appropriate mitigation" means measures to mitigate any adverse effects which the operation of the authorised development will have on the primary surveillance radar at Cromer and NATS' air surveillance and control operations.

(b) "NATS" means NATS (En-Route) Plc (company number 04129273) or any successor body;

(c) "the required period" means the shorter of—

(i) the operational life of the authorised development; and

(ii) the period ending on the date notified to the Secretary of State by the undertaker and confirmed in writing by NATS being the date on which NATS no longer require the appropriate mitigation to be in place.

Port traffic

36.—(1) No part of Work No. 1 may commence until —

(a) a port construction traffic management plan (which accords with the outline port construction traffic management and travel plan) for the onshore port-related traffic to and from the construction port or ports and relating to that part of the authorised development, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority; or

(b) the relevant highway authority has confirmed, after consultation with the relevant planning authority, that no port construction traffic management plan is required for that part of the authorised development.

(2) No part of Work No. 1 may begin operating until—

(a) a port travel plan (which accords with the outline port construction traffic management and travel plan) for the onshore port-related traffic to and from the operation port or ports and relating to that part of the authorised development, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority; or

(b) the relevant highway authority has confirmed, after consultation with the relevant planning authority, that no port travel plan is required for that part of the authorised development.

(3) The port construction traffic management plan must be implemented as approved at all times specified within the port construction traffic management plan during the construction of the authorised project.

(4) The port travel plan must be implemented as approved at all times specified within the port travel plan during the operation of the authorised project.

(5) For the purposes of this requirement—

"relevant planning authority" and "relevant highway authority" mean—

(a) in respect of paragraph (1), the planning or highway authority or authorities in whose area the relevant construction port is located; and

(b) in respect of paragraph (2), the planning or highway authority or authorities in whose area the relevant operation port is located;

"construction port" or "ports" means a port or ports situated in England and/or Wales and used for construction of the authorised project; and

"operation port" or "ports" means a port or ports situated in England and/or Wales and used by management personnel for the ongoing operational management of the authorised project.

Decommissioning of relevant landfall works

37.—(1) After a period of 24 years but before the expiration of a period of 25 years following completion of construction of the relevant landfall works, the undertaker must submit a report to the relevant planning authority detailing the following—

(a) the extent of coastal retreat experienced following completion of construction;

(b) whether any remedial works or mitigation measures to protect the relevant landfall works from coastal retreat have been required during this period, what these works comprised and an assessment of their impacts on coastal processes;

(c) the length of the anticipated remaining operational lifespan of the authorised project;

(d) the extent of the likely coastal retreat during the timeframe of the anticipated remaining operational lifespan of the authorised project and the likely need for, and nature of, any proposed remedial works or mitigation measures to protect the relevant landfall works from coastal retreat and an analysis of their predicted impact on coastal processes; and

(e) any proposed remedial works or mitigation measures identified under paragraph (d).

(2) If it cannot be demonstrated to the reasonable satisfaction of the relevant planning authority that, taking into account any proposals for such remedial works or mitigation measures, the relevant landfall works will not have a significant impact on coastal processes then the relevant landfall works must be decommissioned in accordance with Requirement 30 (onshore decommissioning).

(3) For the purposes of this requirement—

(a) "the relevant landfall works" means Work No. 6, to the extent that the works are landward of mean low water springs, and Work No. 8.

Restriction on carrying out grid connection works where consented in another order

38.—(1) Where any part of the grid connection works are being or have been constructed under another development consent order, that part of the grid connection works must not be constructed under this Order.

(2) Work No. 34 must not—

(a) be constructed more than once under this Order;

(b) be constructed under this Order if it is being or has been constructed under another development consent order.

Requirement for written approval

39. Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

Amendments to approved details

40.—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person, the approved details must be carried out as approved unless an amendment or variation is previously approved in writing by the relevant planning authority or that other person in accordance with paragraph (2).

(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other person that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person.

Operational drainage management plan

41.—(1) No part of Work Nos. 30, 34, 38 or 41 may commence until an operational drainage management plan in respect of that part (which accords with the outline operational drainage management plan) and includes provision for the maintenance of any measures identified, has been submitted to and approved by the relevant planning authority, in consultation with Suffolk County Council and the Environment Agency.

(2) The operational drainage management plan must be implemented as approved.

Installation of cable ducts

42.—(1) In the event that the cables comprised within the East Anglia TWO cable works are installed prior to the cables comprised within the East Anglia ONE North cable works, the East Anglia ONE North cable works may not subsequently be installed unless the cable ducts forming part of the East Anglia ONE North cable works are installed concurrently with the installation of the cables comprised within the East Anglia TWO cable works.

(2) For the purposes of this requirement—

(a) "the East Anglia TWO cable works" mean Work Nos. 6, 8, 9, 11, 12, 13, 16 to 23 and 26 of the East Anglia TWO Order; and

(b) "the East Anglia ONE North cable works" mean Work Nos. 6, 8, 9, 11, 12, 13, 16 to 23 and 26 of this Order.

Restriction on carrying out grid connection works

43. No part of the grid connection works may commence under this Order until either—

(a) the offshore works have commenced; or

(b) the undertaker has provided appropriate evidence to the Secretary of State demonstrating its commitment to commence the authorised development described within paragraph 1 of Schedule 1, Part 1 and the Secretary of State has confirmed that the grid connection works may commence.

SCHEDULE 2

Article 8

Streets subject to street works

(1)	*(2)*
Area	*Street subject to street works*
District of East Suffolk	Public right of way footpath E-106/020/0

	between reference points 1a and 1b on sheet 1 of 12 of the works plans.
District of East Suffolk	Private track / public right of way footpath E-106/025/0 between reference points 2a and 2b on sheet 2 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP between reference points 3a and 3b on sheet 3 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP between reference points 3c and 3d on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-363/026/0 between reference points 3e and 3f and between points 3g and 3h on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/029/0 between reference points 3i and 3j on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/024/0 between reference points 3k and 3l on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/023/0 between reference points 3m and 3n on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-363/022/0 between reference points 3o and 3p on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-363/027/0 between reference points 3q and 3r on sheet 3 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-363/015/0 between reference points 4a and 4b on sheet 4 of 12 of the works plans.
District of East Suffolk	Public rights of way footpath E-363/014/0 between reference points 4a and 4c on sheet 4 of 12 of the works plans.
District of East Suffolk	Public rights of way footpath E-363/014/A between reference points 4d and 4e on sheet 4 of 12 of the works plans.
District of East Suffolk	THORPE ROAD between reference points 5a and 5b on sheet 5 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-106/065/0 between reference points 5c and 5d on sheet 5 of 12 of the works plans.
District of East Suffolk	ALDEBURGH ROAD between reference points 5e and 5f on sheet 5 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-260/030/0 between reference points 5g and 5h on sheet 5 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-260/007/0 between reference points 5i and 5j on sheet 5 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-260/009/0 between reference points 5k and 5l on sheet 5 of 12 of the works plans.
District of East Suffolk	SLOE LANE between reference points 6a and

	6b on sheet 6 of 12 of the works plans.
District of East Suffolk	B1069 (SNAPE ROAD) between reference points 6c and 6d on sheet 6 of 12 on the works plans.
District of East Suffolk	Public right of way bridleway E-354/020/0 between reference points 6e and 6f on sheet 6 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-354/036/0 between reference points 6g and 6h on sheet 6 of 12 of the works plans.
District of East Suffolk	Public right of way bridleway E-354/001/0 between reference points 6i and 6j on sheet 6 of 12 of the works plans; and between reference points 8g and 8h on sheet 8 of 12 of the works plans.
District of East Suffolk	Public right of way footpath E-354/003/0 between reference points 6k and 6l on sheet 6 of 12 of the works plans.
District of East Suffolk	GROVE ROAD between reference points 7a and 7b on sheet 7 of 12 on the works plans.
District of East Suffolk	CHURCH ROAD between reference points 7f and 7j on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-354/007/0 between reference points 7c and 7d on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-354/006/0 between reference points 7e and 8a on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-260/017/0 between reference points 7f and 7g on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-260/017/0 between reference points 7h and 7i on sheet 7 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-354/008/0 between reference points 8a and 8b on sheet 8 of 12 on the works plans.
District of East Suffolk	GROVE ROAD between reference points 8c and 8d on sheet 8 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-354/007/A between reference points 8e and 8f on sheet 8 of 12 on the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM ROAD) between reference points 9a and 9b on sheet 9 of 12 on the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM ROAD) between reference points 9b and 9c on sheet 9 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-260/016/0 between reference points 9d and 9e on sheet 9 of 12 on the works plans.
District of East Suffolk	A1094 (FARNHAM ROAD) between reference points 10a and 10d on sheet 10 of 12 on the works plans.
District of East Suffolk	A1094 (ALDEBURGH ROAD) between

	reference points 10b and 10d on sheet 10 of 12 on the works plans.
District of East Suffolk	B1121 (ALDEBURGH ROAD) between reference points 10c and 10d on sheet 10 of 12 on the works plans.
District of East Suffolk	B1069 (SNAPE ROAD) between reference points 10e and 10f on sheet 10 of 12 on the works plans.
District of East Suffolk	A12 (MAIN ROAD) between reference points 11a and 11b on sheet 11 of 12 on the works plans.
District of East Suffolk	A1094 (FRIDAY STREET) between reference points 11c and 11d on sheet 11 of 12 on the works plans.
District of East Suffolk	A12 (MAIN ROAD) between reference points 12a and 12b on sheet 12 of 12 on the works plans.
District of East Suffolk	Public right of way footpath E-387/009/0 between reference points 12c and 12d on sheet 12 of 12 on the works plans.

SCHEDULE 3

Article 11

Public rights of way to be temporarily stopped up

(1)	*(2)*	*(3)*	*(4)*
Area	*Public right of way to be temporarily stopped up*	*Extent of temporary stopping up*	*Temporary public right of way to be substituted*
District of East Suffolk	Byway open to all traffic reference 1 (E-106/020/0)	Approximately 120m of the existing byway open to all traffic reference 1 (E-106/020/0) between the points marked L-1 and L-2 on sheet 1 of 12 of the temporary stopping up of public rights of way plan shown with a dashed pink line.	Approximately 646m of proposed byway open to all traffic reference TEMP1 between the points marked L-1 and L-2 on sheet 1 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Byway open to all traffic reference 2 (E-106/025/0)	Approximately 66m of the existing byway open to all traffic reference 2 (E-106/025/0) between the points marked CS1-1 and CS1-2 on sheet 2 of 12 of the temporary stopping up of public rights of way plan shown with a	Approximately 299m of proposed byway open to all traffic reference TEMP2a, or approximately 360m of proposed byway open to all traffic reference TEMP2b between the points CS1-1 and CS1-2 on sheet 2 of 12 of the

		dashed pink line.	temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 3 (E-363/026/0)	Approximately 73m of the existing bridleway reference 3 (E-363/026/0) between the points marked CS1-3 and CS1-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 339m of proposed bridleway reference TEMP3 between the points marked CS1-3 and CS1-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 4 (E-363/026/0)	Approximately 345m of the existing bridleway reference 4 (E-363/026/0) between the points marked CS2-1 and CS2-2 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed blue line.	Approximately 578m of proposed bridleway reference TEMP4a between the points marked CS2-1 and CS2-2 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority. Approximately 780m of proposed bridleway reference TEMP4b between the points marked CS2-1 to CS2-7 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 5 (E-363/024/0)	Approximately 739m of the existing footpath reference 5 (E-363/024/0)	Approximately 806m of proposed footpath reference TEMP5 between the points

		between the points marked CS2-3 and CS2-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	marked CS2-3 and CS2-4 or approximately 1146m of proposed footpath reference TEMP6b, TEMP6a, TEMP8 and TEMP7 between the points marked CS2-3 and CS2-4 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 6 (E-363/029/0)	Approximately 88m of the existing footpath reference 6 (E-363/029/0) between the points marked CS2-5 and CS2-6 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 531m of proposed footpath reference TEMP4b and TEMP6b between the points marked CS2-5 and CS2-6 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 7 (E-363/023/0)	Approximately 298m of the existing footpath reference 7 (E-363/023/0) between the points marked CS2-7 and CS2-8 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 497m of proposed footpath reference TEMP7 between the points marked CS2-7 and CS2-8 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 8 (E-363/022/0)	Approximately 684m of the existing footpath reference 8 (E-363/022/0) between the points marked CS2-9 and CS2-12 on sheet 3 of 12 of the temporary stopping up of public	Approximately 537m of proposed footpath reference TEMP8 and TEMP7 between the points marked CS2-9 and CS2-12 on sheet 3 of 12 of the temporary stopping up of public rights of way plan

		rights of way plan shown with a dashed yellow line.	shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 9 (E-363/027/0)	Approximately 31m of the existing bridleway reference 9 (E-363/027/0) between the points marked CS2-10 and CS2-11 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 98m of proposed footpath reference TEMP9 between the points marked CS2-10 and CS2-11 on sheet 3 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 10 (E-363/015/0)	Approximately 199m of the existing bridleway reference 10 (E-363/015/0) between the points marked CS2-13 and CS2-14 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 216m of proposed bridleway reference TEMP10a or approximately 359m of proposed bridleway reference TEMP10b between the points marked CS2-13 and CS2-14 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 11 (E-363/014/0)	Approximately 66m of the existing footpath reference 11 (E-363/014/0) between the points marked CS2-15 and CS2-16 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 288m of proposed footpath reference TEMP11 between the points marked CS2-15 and CS2-16 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 12 (E-363/014/A)	Approximately 106m of the existing footpath reference 12	Approximately 347m of proposed footpath reference TEMP12a

		(E-363/014/A) between the points marked CS2-17 and CS2-18 on sheet 4 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	or approximately 409m of proposed footpath reference TEMP12b between the points marked CS2-17 and CS2-18 on sheet 4 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 13 (E-106/065/0)	Approximately 70m of the existing footpath reference 13 (E-106/065/0) between the points marked CS2-19 and CS2-20 on sheet 5 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	Approximately 270m of proposed footpath reference TEMP13a or approximately 266m of proposed footpath reference TEMP13b between the points marked CS2-19 and CS2-20 on sheet 5 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 14 (E-260/030/0)	Approximately 61m of the existing footpath reference 14 (E-260/030/0) between the points marked CS3-1 and CS3-2 on sheet 5 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	Approximately 321m of proposed footpath reference TEMP14 between the points marked CS3-1 and CS3-2 on sheet 5 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 15 (E-260/007/0)	Approximately 239m of the existing footpath reference 15 (E-260/007/0) between the points marked CS3-3 and CS3-4 on sheet 5 of 12 of the temporary stopping up of public	Approximately 654m of proposed footpath reference TEMP15 between the points marked CS3-3 and CS3-4 on sheet 5 of 12 of the temporary stopping up of public rights of way plan

		rights of way plan. shown with a dashed yellow line.	shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 16 (E-260/009/0)	Approximately 156m of the existing footpath reference 16 (E-260/009/0) between the points marked CS3-5 and CS3-6 on sheet 5 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed yellow line.	Approximately 577m of proposed footpath reference TEMP16a or approximately 418m of proposed footpath reference TEMP16b between the points marked CS3-5 and CS3-6 on sheet 5 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 17 (E-354/020/0)	Approximately 220m of the existing bridleway reference 17 (E-354/020/0) between the points marked CS4-1 and CS4-2 on sheet 6 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed green line.	Approximately 637m of proposed bridleway reference TEMP17/18 between the points marked CS4-5 and CS4-2 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 18 (E-354/036/0)	Approximately 225m of the existing bridleway reference 18 (E-354/036/0) between the points marked CS4-3 and CS4-4 on sheet 6 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed green line.	Approximately 637m of proposed bridleway reference TEMP17/18 between the points marked CS4-5 and CS4-4 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 19 (E-354/001/0)	Approximately 270m of the existing bridleway reference	Approximately 538m of proposed bridleway reference TEMP19a

		19 (E-354/001/0) between the points marked CS4-6 and CS4-7 on sheet 6 of 12 of the temporary stopping up of public rights of way plan. shown with a dashed green line.	between the points marked CS4-6 and CS4-3 or approximately 337m of proposed bridleway reference TEMP19b between the points marked CS4-7 and CS4-10 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 20 (E-354/003/0)	Approximately 96m of the existing footpath reference 20 (E-354/003/0) between the points marked CS4-8 and CS4-9 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 363m of proposed footpath reference TEMP20a or approximately 347m of proposed footpath reference TEMP20b between the points marked CS4-8 and CS4-9 on sheet 6 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 21 (E-354/007/0)	Approximately 316m of the existing footpath reference 21 (E-354/007/0) between the points marked S-1 and S-2 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 395m of proposed footpath reference TEMP21 between the points marked S-1 and S-2 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 22 (E-354/006/0)	Approximately 283m of the existing footpath reference 22 (E-354/006/0) between the points marked S-4 and S-22 on sheet 7 of 12 of the	Approximately 337m of proposed footpath reference TEMP22 between the points marked S-22 and S-14 and approximately 559m of proposed

		temporary stopping up of public rights of way plan shown with a dashed yellow line.	footpath reference TEMP22 between the points marked S-15 and S-5 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 23 (E-354/006/0)	Approximately 206m of the existing footpath reference 23 (E-354/006/0) between the points marked S-4 and S-5 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 421m of proposed footpath reference TEMP23a or approximately 691m of proposed footpath reference TEMP23b between points marked S-4 and S-5 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 24 (E-354/006/0)	Approximately 208m of the existing footpath reference 24 (E-354/006/0) between the points marked S-22 and S-24 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 324m of proposed footpath reference TEMP22 between the points marked S-22 and S-14 and approximately 157m of proposed footpath reference TEMP24 between points marked S-24 and S-25 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 25 (E-354/006/0)	Approximately 294m of the existing footpath reference 25 (E-354/006/0) between the points marked S-24 and S-3	Approximately 442m of proposed footpath reference TEMP25 and TEMP21 between the points S-24 and S-3 on sheet 7 of the

		on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 26 (E-354/007/A)	Approximately 465m of the existing footpath reference 26 (E-354/007/A) between the points marked S-10 and S-11 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 571m of proposed footpath reference TEMP26 between the points marked S-10 and S-11 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Bridleway reference 27 (E-354/001/0)	Approximately 207m of the existing bridleway reference 27 (E-354/001/0) between the points marked S-12 and S-13 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a dashed green line.	Approximately 491m of proposed bridleway reference TEMP27 between the points marked S-12 and S-13 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 28 (E-260/017/0)	Approximately 169m of the existing footpath reference 28 (E-260/017/0) between the points marked S-20 and S-21 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 524m of proposed footpath reference TEMP28a between the points S-20 and S-21 or approximately 413m of proposed footpath reference TEMP28b between points S-20 and S-21 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 29 (E-260/017/0)	Approximately 769m of the existing	Approximately 1136m of proposed footpath

		footpath reference 29 (E-260/017/0) between the points marked S-14 and S-15 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	reference TEMP22, TEMP28b and TEMP22/34 between the points marked S-14 and S-15 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 30 (E-354/008/0)	Approximately 429m of the existing footpath reference 30 (E-354/008/0) between the points marked S-6 and S-7 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 393m of proposed footpath reference TEMP30 between the points marked S-6 and S-7 on sheet 8 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 31 (E-260/016/0)	Approximately 53m of the existing footpath reference 31 (E-260/016/0) between the points marked S-16 and S-17 on sheet 9 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 265m of proposed footpath reference TEMP31a or approximately 273m of proposed footpath reference TEMP31b between the points marked S-16 and S-17 on sheet 9 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 32 (E-260/017/0)	Approximately 548m of the existing footpath reference 32 (E-260/017/0) between the points marked S-8 and S-14 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 937m of proposed footpath reference TEMP35 and TEMP22 between the points marked S-8 and S-14 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line

			or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 33 (E-387/009/0)	Approximately 45m of the existing footpath reference 33 (E-387/009/0) between the points marked HW-1 and HW-2 on sheet 12 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 56m of proposed footpath reference TEMP33 between the points marked HW-1 and HW-2 on sheet 12 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 34 (E/260/017/0)	Approximately 294m of the existing footpath reference 34 (E-260/017/0) between the points marked S-15 and S-21 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a dashed yellow line.	Temporary diversion of approximately 295m of proposed footpath reference TEMP34 between the points marked S-15 and S-21 on sheet 7 of 12 of the temporary stopping up of public rights of way plan shown with a black and white dashed line or as otherwise agreed with the relevant highway authority.

SCHEDULE 4

Article 10

Footpaths to be stopped up

(1)	*(2)*	*(3)*	*(4)*
Area	*Footpath to be stopped up*	*Extent of stopping up*	*New footpath to be substituted*
District of East Suffolk	Footpath reference 35 (E-354/007/0)	Approximately 87m of the existing footpath reference 35 (E-354/007/0) between the points marked S-1 and S-3; and approximately 38m of the existing footpath reference 35 (E-354/007/0) between the points marked S-4 and S-5 on sheet 7 of 12 of the permanent stopping	Approximately 89m of proposed footpath reference PERM35a between the points marked S-1 and S-3 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.

		up of public rights of way plan shown with a dashed yellow line.	Approximately 24m of proposed footpath reference PERM35b between the points marked S-4 and S-5 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.
District of East Suffolk	Footpath reference 36 (E-354/006/0)	Approximately 693m of the existing footpath reference 36 (E-354/006/0) between points marked S-6 and S-8 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 584m of proposed footpath reference PERM36a between the points marked S-1 and S-13 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority. Approximately 761m of proposed footpath reference PERM36b between the points marked S-13 and S-8 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority. Approximately 569m of proposed footpath reference PERM36c between the points marked S-8 and S-2 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority. Approximately 157m

			of proposed footpath reference PERM36d between the points marked S-6 and S-7 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority. Approximately 188m of proposed footpath reference PERM36e between the points marked S-9 and S-10 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise agreed with the relevant highway authority.
District of East Suffolk	Footpath reference 37 (E-260/017/0)	Approximately 194m of the existing footpath reference 37 (E-260/017/0) between points marked S-11 and S-2 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a dashed yellow line.	Approximately 198m of proposed footpath reference PERM37 between the points marked S-11 and S-12 on sheet 7 of 12 of the permanent stopping up of public rights of way plan shown with a black and white dashed line or as otherwise approved by the relevant highway authority.

SCHEDULE 5

Article 12

Streets to be temporarily stopped up

(1)	*(2)*	*(3)*
Area	*Street to be temporarily stopped up*	*Extent of temporary stopping up, alteration or diversion*
District of East Suffolk	Private track	Approximately 66m of private track as is within Work No.9 as shown between reference points 2a and 2b on sheet 2 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP	Approximately 480m of Sizewell Gap as is within

		Work No.10 as shown between reference points 3a and 3b on sheet 3 of 12 of the works plans.
District of East Suffolk	SIZEWELL GAP	Approximately 307m of Sizewell Gap as is within Work No.15 as shown between reference points 3c and 3d on sheet 3 of 12 of the works plans.
District of East Suffolk	THORPE ROAD	Approximately 164m of Thorpe Road as is within Work No.17 as shown between reference points 5a and 5b on sheet 5 of 12 of the works plans.
District of East Suffolk	ALDEBURGH ROAD	Approximately 93m of Aldeburgh Road as is within Work No.19 as shown between reference points 5e and 5f on sheet 5 of 12 of the works plans.
District of East Suffolk	SLOE LANE	Approximately 73m of Sloe Lane as is within Work No.23 as shown between reference points 6a and 6b on sheet 6 of 12 of the works plans.
District of East Suffolk	B1069 (SNAPE ROAD)	Approximately 88m of the B1069 (Snape Road) as is within Work No.26 as shown between reference points 6c and 6d on sheet 6 of 12 of the works plans.
District of East Suffolk	GROVE ROAD	Approximately 88m of Grove Road as is within Work No.26 as shown between reference points 7a and 7b on sheet 7 of 12 of the works plans.
District of East Suffolk	CHURCH ROAD	Approximately 105m of Church Road as is within Work No.33 as shown between reference points 7f and 7j on sheet 7 of 12 of the works plans.
District of East Suffolk	GROVE ROAD	Approximately 573m of Grove Road as is within Work No.43 as shown between reference points 8c and 8d on sheet 8 of 12 of the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM ROAD)	Approximately 269m of the B1121 (Saxmundham Road) as is within Work No.43 as shown between reference points 9a and 9b on sheet 9 of 12 of the works plans.
District of East Suffolk	B1121 (SAXMUNDHAM	Approximately 621m of the

	ROAD)	B1121 (Saxmundham Road) as is within Work No.34 as shown between reference points 9b and 9c on sheet 9 of 12 of the works plans.
District of East Suffolk	A1094 (FARNHAM ROAD)	Approximately 226m of the A1094 (Farnham Road) as is within Work No.35 as shown between reference points 10a and 10d on sheet 10 of 12 of the works plans.
District of East Suffolk	A1094 (ALDEBURGH ROAD)	Approximately 525m of the A1094 (Aldeburgh Road) as is within Work No.35 as shown between reference points 10b and 10d on sheet 10 of 12 of the works plans.
District of East Suffolk	B1121 (ALDEBURGH ROAD)	Approximately 84m of the B1121 (Aldeburgh Road) as is within Work No.35 as shown between reference points 10c and 10d on sheet 10 of 12 of the works plans.
District of East Suffolk	B1069 (SNAPE ROAD)	Approximately 197m of the B1069 (Snape Road) as is within Work No.35 as shown between reference points 10e and 10f on sheet 10 of 12 of the works plans.
District of East Suffolk	A12 (MAIN ROAD)	Approximately 680m of the A12 (Main Road) as is within Work No.36 as shown between reference points 11a and 11b on sheet 11 of 12 of the works plans.
District of East Suffolk	A1094 (FRIDAY STREET)	Approximately 469m of the A1094 (Friday Street) as is within Work No.36 as shown between reference points 11c and 11d on sheet 11 of 12 of the works plans.
District of East Suffolk	A12 (MAIN ROAD)	Approximately 84m of the A12 (Main Road) as is within Work No.37 as shown between reference points 12a and 12b on sheet 12 of 12 of the works plans.

SCHEDULE 6

Article 13

Access to works

(1)	*(2)*
Area	*Description of Access*
District of East Suffolk	Vehicular access to the south from Sizewell

	Gap and marked at point AC1 on sheet 3 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the south from Sizewell Gap and marked at point AC2 on sheet 3 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the east and west from Aldeburgh Road and marked at point AC3 on sheet 5 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the west from Snape Road and marked at point AC4 on sheet 6 of 12 of the access to works plan.
District of East Suffolk	Vehicular access to the northeast from Saxmundham Road and marked at point AC5 on sheet 9 of 12 of the access to works plan.

SCHEDULE 7

Article 20

Land in which only new rights etc. may be acquired

(1)	*(2)*
Number of land shown on land plan	*Purpose for which rights may be acquired*
1, 2	1) the right to install the cables by the use of directional drilling or other trenchless techniques only; 2) the right to retain and use the cables and for the purposes of the transmission of electricity and telecommunications; 3) the right to benefit from continuous vertical and lateral support for the cables and jointing installations; 4) a restrictive covenant over the land for the benefit of the remainder of the Order land— • to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); • to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or

	expensive to maintain the authorised project); • to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; and • to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables.
4, 5, 6	1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment; 2) the right to carry out terrestrial work activities; 3) the right to install the cables by the use of directional drilling or other trenchless techniques only; 4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove pipes, cables, conduits, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers); 5) the right to remove and discharge water from the land; 6) the right to retain and use the cables, for the purposes of the transmission of electricity and telecommunications; 7) the right to benefit from continuous

		vertical and lateral support for the cables, transition bays and jointing installations; 8) a restrictive covenant over the land for the benefit of the remainder of the Order land— • to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); • to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); • to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; and • to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables, transition bays and jointing installations.
7		1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures

and equipment;

2) the right to carry out terrestrial work activities;

3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques;

4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—

- public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;
- temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);
- cable marker posts to identify the location of the cables as required for routine integrity testing;
- pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);
- hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;
- temporary paths and bridleways for public use;
- temporary access roads;
- temporary haul roads;
- temporary noise alleviation measures;

- temporary barriers for the protection of fauna;
- supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);
- temporary fencing, gates, walls, barriers or other means of enclosure.

5) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;

6) the right to remove and discharge water from the land;

7) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;

8) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;

9) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;

10) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;

11) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers;

12) the right to remove, store and stockpile materials (including excavated material) within the land;

13) the right to remove archaeological artefacts where they would prevent or cause it to be materially more difficult

to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;

14) the right to retain and use the cables, transition bays and jointing installations for the purposes of the transmission of electricity and telecommunications;

15) the right to benefit from continuous vertical and lateral support for the cables, transition bays and jointing installations;

16) a restrictive covenant over the land for the benefit of the remainder of the Order land—

- to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);
- to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land;
- to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the

	undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and • to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables, transition bays and jointing installations.
10, 11, 12, 13, 14, 15, 16, 25, 27, 28 , 30 , 39, 40, 41, 42, 47, 49, 50, 54, 55, 56, 58, 59, 60, 61, 63, 64, 65, 66, 67, 69, 70, 74, 80, 82, 83, 85, 92, 93	1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment; 2) the right to carry out terrestrial work activities; 3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques; 4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove— • public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping; • temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment); • cable marker posts to identify the location of the cables as required for routine integrity testing;

- pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);
- hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;
- temporary paths and bridleways for public use;
- temporary access roads;
- temporary haul roads;
- temporary noise alleviation measures;
- temporary barriers for the protection of fauna;
- supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);
- temporary fencing, gates, walls, barriers or other means of enclosure.

5) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;

6) the right to remove and discharge water from the land;

7) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;

8) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;

9) the right to erect temporary signage

and provide measures for the benefit of public and personnel safety;

10) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;

11) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers;

12) the right to remove, store and stockpile materials (including excavated material) within the land;

13) the right to remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;

14) the right to retain and use the cables and jointing installations for the purposes of the transmission of electricity and telecommunications;

15) the right to benefit from continuous vertical and lateral support for the cables and jointing installations;

16) a restrictive covenant over the land for the benefit of the remainder of the Order land—

- to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);
- to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of

	the authorised project nor make it materially more difficult or expensive to maintain the authorised project); • to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; • to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and • to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables and jointing installations.
67, 69, 70, 80, 82, 83, 85, 86, 88, 93	1) the right to pass and repass with or without plant, vehicles, machinery, materials, drilling fluids, apparatus and equipment to access adjoining land and highway; 2) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway; 3) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purposes of enabling rights to pass and repass; 4) the right to remove and discharge water from the land;

		5) the right to erect temporary signage and provide measures for the benefit of public and personnel safety; 6) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities are being undertaken (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers.
87		1) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove— • temporary barriers for the protection of fauna; • temporary paths and bridleways for public use; • temporary access roads; • temporary fencing, gates, walls, barriers or other means of enclosure. 2) the right to pass and repass with or without plant, vehicles, machinery, materials, apparatus and equipment to access adjoining land and highway; 3) the right to place and use plant, vehicles, machinery, materials, apparatus, equipment and temporary structures on and within the land; 4) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges; 5) the right to remove and discharge water from the land; 6) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works; 7) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant trees, shrubs and landscaping;

	8) the right to erect temporary signage and provide measures for the benefit of public and personnel safety; 9) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities in respect of the authorised project is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers; 10) the right to remove, store and stockpile materials (including excavated material) within the land; 11) a restrictive covenant over the land for the benefit of the remainder of the Order land— • to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); and • to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project).
115	all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment, and to— 1) lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—

- electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus (including but not limited to the use of scaffolding) and any other works as necessary;
- public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;
- temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);
- pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);
- temporary noise alleviation measures;
- temporary barriers for the protection of fauna;
- supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);
- hard standing and other material (including but not limited to matting, aggregate, trackway, stone, tarmacadam, terram);
- temporary access roads;
- temporary haul roads;
- temporary paths and bridleways for public use;
- fencing, gates, walls, barriers or other means of enclosure.

2) retain and use electricity poles, electricity pylons, electricity masts, overhead electricity lines,

		telecommunications cables and all ancillary equipment and apparatus for the purposes of the transmission of electricity and telecommunications and for any other purpose ancillary to the authorised project;
		3) pass and repass with or without plant, vehicles, machinery, materials, drilling fluids, apparatus and equipment to access adjoining land and highway;
		4) place and use plant, vehicles, machinery, materials, drilling fluids, apparatus, equipment and temporary structures on and within the land;
		5) fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass;
		6) fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges and remove roots of trees, shrubs and hedges which may obstruct or interfere with electricity poles, electricity pylons, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus (including but not limited to scaffolding);
		7) carry out surveys including for site investigation and environmental surveys (including without prejudice to the generality of the foregoing, topographic, drainage, archaeological, geotechnical, geoenvironmental, ecological and ground stability site investigations and surveys), making of boreholes, trial pits and archaeological trenches and field stripping, auger hole sampling and the taking of soil and other samples;
		8) remove and discharge water from the land;
		9) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;
		10) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;

11) benefit from continuous vertical and lateral support for the electricity poles, electricity pylons, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus (including but not limited to scaffolding);

12) erect temporary signage and provide measures for the benefit of public and personnel safety;

13) retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;

14) remove fences, hedges, gates or other barriers during any period during which terrestrial work activities in respect of the authorised project is to occur (subject to the prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers;

15) remove, store and stockpile materials (including excavated material) within the land;

16) remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;

17) a restrictive covenant over the land for the benefit of the remainder of the Order land to—

- to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);
- to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not

	cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); • to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; • to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and • to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables, transition bays and jointing installations.
100, 101, 102, 103, 104, 104A, 104B, 104C	1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment and to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove— • public and private drains, watercourses, sewers, ponds or culverts, and to drain into and

	manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping; • temporary welfare facilities (including but not limited to portakabins, portaloos and welfare equipment); • pipes, cables, conduits, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers); 2) the right to remove, store and stockpile materials (including excavated material) within the land; 3) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges; 4) the right to benefit from continuous vertical and lateral support for the pipes, cables, conduits, service media and apparatus installed in, under, or over the land.
43, 46, 57, 72, 77, 95, 96, 97	1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment; 2) the right to carry out terrestrial work activities; 3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques; 4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove—

- public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping;
- pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage (including the pipes, cables, conduits, service media or apparatus of statutory undertakers);
- hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;
- temporary noise alleviation measures;
- temporary barriers for the protection of fauna;
- supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);
- temporary fencing, gates, walls, barriers or other means of enclosure.

5) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;

6) the right to remove and discharge water from the land;

7) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;

8) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;

9) the right to remove archaeological

	artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities; 10) the right to retain and use the cables, and jointing installations, for the purposes of the transmission of electricity and telecommunications; 11) the right to benefit from continuous vertical and lateral support for the cables and jointing installations.
22, 23, 24	1) all rights and restrictions necessary for the undertaker and/or those authorised by the undertaker to enter onto, pass and repass and remain on the land with or without all necessary plant, vehicles, machinery, materials, drilling fluids, apparatus, temporary structures and equipment; 2) the right to carry out terrestrial work activities; 3) the right to install the cables by way of (but not limited to) digging trenches, the use of directional drilling, auger boring, thrust boring, micro tunnelling or pipe ramming or other similar trenchless techniques; 4) the right to lay down, construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, re-lay, connect into, divert, protect, make safe, make incapable of operation, replace and remove— • public and private drains, watercourses, sewers, ponds or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers, ponds or culverts including (but not limited to) by way of damming and overpumping; • cable marker posts to identify the location of the cables as required for routine integrity testing; • pipes, cables, conduit, service media or apparatus that are used for the purposes of transmitting or distributing electricity, communications, gas, oil, water supply, sewerage and drainage

(including the pipes, cables, conduits, service media or apparatus of statutory undertakers);

- temporary paths and bridleways for public use;
- temporary access roads;
- temporary haul roads;
- temporary noise alleviation measures;
- temporary barriers for the protection of fauna;
- supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);
- temporary fencing, gates, walls, barriers or other means of enclosure.

5) the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges for the purpose of enabling rights to pass and repass and for the purposes of terrestrial work activities;

6) the right to remove and discharge water from the land;

7) the right to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation and/or enhancement works;

8) the right to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;

9) the right to erect temporary signage and provide measures for the benefit of public and personnel safety;

10) the right to retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;

11) the right to remove fences, hedges, gates or other barriers during any period during which terrestrial work activities is to occur (subject to the

prior erection of any temporary stock proof fencing as is reasonably required) and the replacement, replanting or re-instatement of fences, hedges or other barriers;

12) the right to remove, store and stockpile materials (including excavated material) within the land;

13) the right to remove archaeological artefacts where they would prevent or cause it to be materially more difficult to undertake terrestrial work activities or where leaving such archaeological artefacts in situ would materially increase the cost of the terrestrial work activities;

14) the right to retain and use the cables for the purposes of the transmission of electricity and telecommunications;

15) the right to benefit from continuous vertical and lateral support for the cables;

16) a restrictive covenant over the land for the benefit of the remainder of the Order land—

- to prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto);
- to prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- to prevent anything to be done by way of excavation of any kind in the land nor any activities which increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for

	agricultural activities or are required to be carried out by National Grid in order to exercise their rights in relation to their apparatus (if any) within the land; • to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); and • to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the cables.

SCHEDULE 8

Article 20

Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions

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 prejudice to the generality of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

(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 is exercisable or the restrictive covenant enforceable".

(3) In section 58(1) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5—

(a) for "part" in paragraphs (a) and (b) substitute "a right over or restrictive covenant affecting land consisting";

(**a**) 1973 c.26.

(b) for “severance” substitute “right or restrictive covenant over or affecting the whole of the house, building or manufactory or of the house and the park or garden”;

(c) for “part proposed” substitute “right or restrictive covenant proposed”; and

(d) for “part is” substitute “right or restrictive covenant is”.

Application of the 1965 Act

3.—(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 are 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

(b) the land over which the right is or is to be exercisable.

(2) Without prejudice to the generality 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 with the modifications specified in the following provisions of this Schedule.

4. For section 7 of the 1965 Act (measure of compensation in case of severance) substitute the following section—

“**7.** 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.”

5. 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 (conveyance of the land or interest);

(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 so modified as 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.

6. Section 11 of the 1965 Act (powers of entry) is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 20 (compulsory acquisition of rights)), 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 is modified correspondingly.

7. 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.

8. Section 22 of the 1965 Act (interests omitted from purchase) is so modified 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 or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

9. For Schedule 2A to 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 22 (application of the Compulsory Purchase (Vesting Declarations) Act 1981) of the East Anglia ONE North Offshore Wind Farm Order 202* in respect of the land to which the notice to treat relates.

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 acquiring 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 acquiring 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 acquiring authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the acquiring authority do 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 acquiring authority serve 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 the 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 acquiring 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 acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring 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 9

Article 26

Land of which temporary possession may be taken

(1)	*(2)*	*(3)*	*(4)*
Area	*Number of land shown on land plan*	*Purpose for which temporary possession may be taken*	*Relevant part of the authorised project*
District of East Suffolk	1, 2, 4 to 131, 133 to 136, 144, 146 to 160, 163 to 182	Construction and carrying out of the authorised project	Work Nos. 6 to 43
District of East Suffolk	7, 10 to 13, 15, 16, 25, 27, 28, 30, 31, 39 to 43, 47, 49, 50, 54 to 56, 65 to 67, 69, 70, 74, 80, 82, 83, 85, 92, 93, 99, 104, 104A, 104B, 104C, 107 to 116, 119 to 121, 127 to 131, 133 to 135,	Worksites for construction and the carrying out of the authorised project	Work Nos. 8, 9, 11, 13, 15 to 19, 22, 23, 26, 30 to 35 and 37 to 43

	144, 146, 147, 152, 153 and 182		
District of East Suffolk	8, 9, 16, 29, 31, 34 to 38, 42 to 45, 47, 48, 51 to 54, 56, 58 to 60, 62, 69 to 71, 73, 74, 80, 89 to 93, 95, 96, 108 and 127	Access for carrying out the authorised project	Work Nos. 7, 11, 15, 17, 18, 19, 20, 23, 26 and 34
District of East Suffolk	7, 8, 16, 39, 47, 65, 66, 84, 108 to 113	Construction consolidation sites	Work Nos. 7, 8, 11, 16, 18, 22, 27, 31 and 42
District of East Suffolk	7, 8, 10 to 16, 22 to 25, 27, 28, 30, 31, 39 to 43, 46, 47, 49, 50, 54 to 61, 63 to 67, 69, 70, 72, 74, 75, 77, 80, 82, 83, 85, 92, 93, 95, 96, 97 107 to 116, 117, 123, 127 to 131, 133, 135, 136, 144, 146, 147, 152, 153, 177 to 180 and 182	Laying of temporary vehicular access tracks, haul roads, hard standings and improvements to tracks	Work Nos. 7, 8, 9, 11, 12, 13, 14, 15 to 23, 26, 30, 31 32, 34, 35 and 37 to 43
District of East Suffolk	7, 8, 10 to 16, 22 to 27, 28, 30, 39 to 43, 47, 49, 50, 58 to 61, 63 to 67, 69, 78, 79, 80 to 84, 85, 92, 98, 99, 104, 104C, 105 to 116, 127 to 131, 133, 135, 144, 146, 147 and 182	Temporary diversion of public rights of way	Work Nos. 7, 8, 9, 11, 12, 13, 16 to 23, 25, 26, 27, 33 and 37 to 43
District of East Suffolk	26	Creation of habitat for flora and fauna and other ecological measures	Work No. 14
District of East Suffolk	50, 54 and 55	Temporary bridge arrangements over the Hundred River	Work No. 19
District of East Suffolk	17 to 21, 32, 33, 76, 117, 122 to 126, 148 to 160, 163 to 180	Clear vegetation to increase the visibility swathes	Work Nos. 10, 15, 23 and 34 to 37
District of East Suffolk	8, 8A	Temporary water supply	Work No. 7

SCHEDULE 10

Article 42

Protective Provisions

PART 1

Protection for electricity, gas, water and sewerage undertakers

1. For the protection of the affected undertakers referred to in this part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and the affected undertaker concerned.

2. In this part of this Schedule—

"affected undertaker" means

(a) any licence holder within the meaning of Part 1 of the 1989 Act;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(**a**);

(c) a water undertaker within the meaning of Part 1 of the Water Industry Act 1991(**b**); and

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the authorised development but, for the avoidance of doubt, does not include the undertakers specified in Part 3, Part 4, Part 5, Part 6, Part 7 or Part 8 of this Schedule, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained;

"alternative apparatus" means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(e) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by that affected undertaker;

(f) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(g) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and

(h) in the case of a sewerage undertaker—

(i) any drain or works vested in the affected 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 includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties; and

"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.

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 of the 1991 Act.

(**a**) 1986 c.44.
(**b**) 1991 c.56.

4. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

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 an affected undertaker 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 the affected undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question 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 an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected 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 elsewhere than in other land of the undertaker, or the undertaker is unable to afford such 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, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use all reasonable endeavours to obtain the necessary facilities and rights in the 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 affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 37 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 37 (arbitration), and after the grant to the affected undertaker 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.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected 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 in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (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.

6.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the 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 the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 37 (arbitration).

(2) 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 affected 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 must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to the affected 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 sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (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 an affected undertaker in accordance with sub-paragraph (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, paragraphs 1 to 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(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 sub-paragraph (1) in a case of emergency but in that case it must give to the affected 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 sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) There must 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, 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,

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 37 (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 the affected undertaker in question by virtue of sub-paragraph (1) must 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 an affected undertaker in respect of works by virtue of sub-paragraph (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 affected undertaker 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.

9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such 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 an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

10. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected 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 code networks

1.—(1) For the protection of any operator, the following provisions have effect unless otherwise agreed in writing between the undertaker and the operator.

(2) In this part of this Schedule—

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or infrastructure 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;

"infrastructure system" has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7 of that code; and

"operator" means the operator of an electronic communications code network.

2. The exercise of the powers of article 28 (statutory undertakers) are subject to Part 10 of Schedule 3A to the Communications Act 2003.

3.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works—

(a) 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 other property of an operator); or

(b) there is any interruption in the supply of the service provided by an operator, the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—

(i) make reasonable compensation to an operator for loss sustained by it; and

(ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this paragraph must be referred to and settled by arbitration under article 37 (arbitration).

4. This part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of 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.

5. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator 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

Protection for Anglian Water Services Limited

1. For the protection of Anglian Water, the following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and Anglian Water.

2. In this part of this schedule—

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

"Anglian Water" means Anglian Water Services Limited (company number 02366656);

"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.

"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; and

"plan" includes sections, drawings, specifications and method statements.

3. This Part does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

4. 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 which are the strips of land falling, the following distances to either side of the medial line of any 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;

(d) 6 metres where the diameter of the pipe exceeds 750 millimetres;

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

5. The alteration, extension, removal or re-location of any Apparatus may not be implemented until—

(a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislations and any other associated consents 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 or agreement 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 description 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 and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water without delay for the alteration or otherwise for the protection of the Apparatus, or for securing access to it.

6. 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 may take place until Anglian Water 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. Anglian Water must use reasonable endeavours to establish contingency arrangements in a timely manner.

7. 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 must, 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 37 (arbitration).

8. If the undertaker is unable to create the new rights referred to in paragraph 7, Anglian Water 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 rights.

9. If in consequence of the exercise of the powers conferred by the Order the access to any Apparatus is materially obstructed the undertaker must provide such alternative means of access to such Apparatus as enables Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

10. 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 Anglian Water and afforded the same protection as other Anglian Water assets.

11. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 5 to 7 and 10 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 must,

(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 properly and reasonably incurred by Anglian Water

by reason or in consequence of any such damage or interruption.

12. Nothing in paragraph 11 above imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents.

13. Anglian Water must give the undertaker reasonable notice of any claim or demand pursuant to paragraph 11 and must consider its representations before proceeding further in respect of the claim or demand.

14. Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any claim, costs, expenses, loss, demands and penalties pursuant to paragraph 11. If requested to do so by the undertaker, Anglian Water shall provide an explanation of how the claim has been minimised

15. Any difference or dispute arising between the undertaker and Anglian Water under this Schedule must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 37 (arbitration).

PART 4

Protection for National Grid as electricity undertaker

Application

1.—(1) For the protection of National Grid, the statutory undertaker referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and the statutory undertakers, where the benefit of this Order is transferred or granted to another person under article 5 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between the statutory undertaker and the transferee or grantee (as the case may be) in all cases where the transfer of the benefit relates to any specified works; and

(b) written notice of the transfer or grant must be given to the statutory undertaker on or before the date of that transfer or grant.

(3) Without prejudice to paragraph 10(3)(b) below, sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to the statutory undertaker.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of the statutory undertaker to enable the statutory undertaker 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 the statutory undertaker together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of the statutory undertaker 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 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 Schedule;

"commence" and "commencement" in paragraph 8 of this Part of this Schedule shall, to the extent that at the relevant time there is subterranean apparatus, include any below ground surveys or 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;

"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 the statutory undertaker including construct, use, repair, alter, inspect, renew 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;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by the statutory undertaker acting reasonably;

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

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which 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) or otherwise; and/or may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise "undertaker" means the undertaker as defined in article 2 of this Order.

3. Except for paragraphs 4 (apparatus of statutory undertakers in stopped up streets), 8 (retained apparatus: protection of National Grid as electricity undertaker), 9 (expenses) and 10 (indemnity) of this Schedule which apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of the statutory undertaker, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of statutory undertakers in stopped up streets

4. Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where any street is stopped up under article 10 (public rights of way), if the statutory undertaker has any apparatus in the street or accessed via that street the statutory undertaker 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 the statutory undertaker, or will procure the granting to the statutory undertaker of, legal easements reasonably satisfactory to the specified statutory undertaker in respect of such apparatus and access to it prior to the stopping up of any such street but nothing in this paragraph affects any right of the undertaker or the statutory undertaker to require the removal of that apparatus under paragraph 7. Notwithstanding the temporary stopping up or diversion of any streets under the powers of 11 (temporary stopping up of public rights of way) and 12 (temporary stopping up of streets), the statutory undertaker will be at liberty at all times to take all necessary access across any such stopped up street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.

Acquisition of land

5.—(1) 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 land interest or apparatus or override any easement and/or other interest of the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in paragraph 5(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the statutory undertaker and/or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure and/or 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 the statutory undertaker 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 the statutory undertaker and/or other enactments relied upon by the statutory undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by the statutory undertaker under paragraph 8 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph 5(1).

Removal of apparatus

6.—(1) If, in the exercise of the agreement reached in accordance with paragraph 5 or in any other authorised manner, 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 the statutory undertaker 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 the statutory undertaker 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 the statutory undertaker 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 the statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to its satisfaction (taking into account paragraph 7(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(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 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, the statutory undertaker 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 not extend to the requirement for the statutory undertaker 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 the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker 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

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for the statutory undertaker 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 the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by the statutory undertaker.

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under paragraph 7(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 less favourable on the whole to the statutory undertaker 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 in the matter will be referred to arbitration in accordance with paragraph 14 (Arbitration) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to the statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: Protection of National Grid as electricity undertaker

8.—(1) Not less than 56 days before the commencement of any authorised 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 6(2) or otherwise, the undertaker must submit to the statutory undertaker a plan of the works to be executed and seek from the statutory undertaker 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 the statutory undertaker 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 the statutory undertaker’s engineers;

(h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until the statutory undertaker has given written approval of the plan so submitted.

(5) Any approval of the statutory undertaker required under sub-paragraphs (2) or (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,

(b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, the statutory undertaker 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 or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) 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 will be entitled to watch and inspect the execution of those works.

(8) Where the statutory undertaker 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 the statutory undertakers' satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If the statutory undertaker in accordance with sub-paragraphs (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 and 5 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 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 shall apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must

(a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with the statutory undertaker's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

9.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker 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 the statutory undertaker in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by the statutory undertaker as a consequence of the statutory undertaker;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3); and/or

(ii) exercising any compulsory acquisition powers in the Order transferred to or benefitting the statutory undertaker;

(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.

(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 37 (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 the statutory undertaker by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where 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 the statutory undertaker 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 the statutory undertaker 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.

Indemnity

10.—(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 the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and

(b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless the statutory undertaker 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 sub-paragraph (1) imposes any liability on the undertaker in respect of-

(a) any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, 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 the statutory undertaker as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (benefit of 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-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 10.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

Enactments and agreements

11. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between the statutory undertaker and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and the 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.

Co-operation

12.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 6(2) or

the statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker shall use reasonable 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 the statutory undertaker's undertaking and the statutory undertaker shall use reasonable endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever the statutory undertaker'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 the undertaker, it must not be unreasonably withheld or delayed.

Access

13. If in consequence of the agreement reached in accordance with paragraph 5(1) or 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 the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Save for differences or disputes arising under paragraph 6(2), 6(4), 7(1), and 8 any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 37 (arbitration).

Notices

15. The plans submitted to the statutory undertaker by the undertaker pursuant to paragraph 8(1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as the statutory undertaker may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 5

Protection for East Anglia TWO Limited

1. For the protection of the statutory undertaker, the following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

2. In this part of this schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of the statutory undertaker to enable the statutory undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means, electric lines or electrical plant as defined in the 1989 Act, belonging to, maintained by, or to be constructed by the statutory undertaker;

"cable route disposal area(s)" means disposal site reference [ ] whose coordinates are specified in Schedule 14 (deemed licence under the 2009 Act – offshore transmission assets) to this Order and in the deemed marine licence in Schedule 14 (deemed licence under the 2009 Act – offshore transmission assets) to the East Anglia TWO Order;

"construction" includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and "construct" and "constructed" must be construed accordingly;

"East Anglia TWO" means the offshore wind farm to be constructed pursuant to the East Anglia TWO Order including, whether pursuant to the East Anglia TWO Order or otherwise, all elements of the connection of the wind farm to the National Grid at Friston;

"East Anglia TWO Order land" means the land within the Order limits defined in the East Anglia TWO Order;

"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, across, along or upon such land;

"maintain" and "maintenance" include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the statutory undertaker including construct, use, repair, alter, inspect, renew 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 the specified works to be executed;

"proposed East Anglia TWO cable route" means the proposed route for any cables to serve East Anglia TWO as shown on plans produced to the undertaker by the statutory undertaker pursuant to paragraph 11;

"specified works" means so much of any works or operations authorised by this Order (or authorised by any planning permission or marine licence intended to operate in conjunction with this Order)—

(a) as is within the East Anglia TWO Order land; or

(b) is in, on, under, over or within 750 metres of a proposed East Anglia TWO cable route or existing apparatus seaward of MHWS;

"statutory undertaker" means, in respect of the order land, and in relation to any apparatus, the statutory undertaker who owns and/or operates or has the power to construct the transmission assets under the East Anglia TWO Order.

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. The consent of the statutory undertaker under this Part is not required where the East Anglia TWO Order has expired without the authorised development having been commenced pursuant to requirement 1 of Part 3 of Schedule 1 (requirements) to the East Anglia TWO Order.

Apparatus of undertakers in stopped up streets

5. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 12 (temporary stopping up of streets), a statutory undertaker may 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 may be reasonably necessary or desirable to enable it to construct any apparatus within that highway or maintain any apparatus which at the time of the stopping up or diversion was in that highway subject always to the undertaking of works by the undertaker authorised by the Order.

Acquisition of land

6. Regardless of any provision in the Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of the statutory undertaker otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed and any right of a statutory undertaker 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 the statutory undertaker 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 the Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the statutory undertaker 56 days' advance written notice of that requirement (or such lesser period of notice agreed by the statutory undertaker, acting reasonably), 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 the Order a statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to their reasonable satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights —

(a) for the construction of alternative apparatus in other land of the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) 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 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, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible 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 except that this obligation does not extend to the requirement for the statutory undertaker 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 the undertaker must be constructed in such manner and in such line or situation as may be reasonably agreed between the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker 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 hereof.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions hereof, the undertaker affords to a statutory undertaker facilities and rights for the 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 reasonably agreed between the undertaker and the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by the statutory undertaker (acting reasonably).

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory 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 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 must 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

9.—(1) Not less than 56 days (or such lesser period agreed by the statutory undertaker, acting reasonably) before commencing the execution of any specified works authorised by the Order

which do not require the removal of apparatus in accordance with paragraph 7(2), the undertaker must submit to the statutory undertaker a plan.

(2) In relation to specified works which will or may be situated on, over, under or within five metres measured in any direction of any apparatus, or involve embankment works within 5 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) must be detailed including a material statement and describing—

(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 and positioning of plant;

(d) the position of all apparatus; and

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.

(3) The undertaker must not commence the construction or renewal of any specified works to which sub-paragraph (1) or (2) applies until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5), (7) or (8);

(b) must not be unreasonably withheld or delayed.

(5) In relation to a specified work to which sub-paragraph (1) or (2) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are made within a period of 56 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it (or such lesser period agreed by the statutory undertaker, acting reasonably). For the avoidance of doubt, provided that any further iterations of the plan submitted to the statutory undertaker for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by the statutory undertaker, any further required modifications will be made by the statutory undertaker as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(6) Specified works executed under the Order must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (2), as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) 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.

(7) Where the statutory undertaker requires any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to the statutory undertaker's satisfaction prior to the carrying out of any specified works authorised by the Order or any relevant part thereof (unless otherwise agreed by the statutory undertaker, acting reasonably) and the statutory undertaker must give notice of such works as soon as reasonably practicable and in any event within 56 days from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) In relation to a specified work to which sub-paragraph (1) or (2) applies, it is reasonable for a statutory undertaker to require as a condition of granting approval that the undertaker enter into a cable proximity agreement on reasonable terms reflecting industry good practice.

(9) If a statutory undertaker in accordance with sub-paragraph (5) or (7) 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 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works (unless otherwise agreed by the statutory undertaker, acting reasonably), a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

Offshore disposals

10.—(1) The undertaker must—

(a) consult the statutory undertaker in relation to any draft disposal plan or similar which proposes to deposit material within the cable route disposal area(s) at least 56 days prior to the submission of the draft plan or similar to the MMO; and

(b) make such amendments as are reasonably requested by the statutory undertaker within 30 days following receipt of the draft plan by the statutory undertaker prior to submission of the draft disposal plan or similar to the MMO for approval.

(2) Subject to complying with all relevant health and safety considerations, the undertaker must permit representatives of the statutory undertaker on any vessel carrying out dredging or disposal activities related to the cable route disposal area(s) to monitor and verify the dredging and disposal carried out in terms of location, method, timing, quantity, nature of materials and other relevant matters.

(3) Unless otherwise agreed, the undertaker must give at least 21 days' notice in writing to the statutory undertaker of the intended departure of all vessels referred to in sub-paragraph (2) together with written information concerning the proposed dredging and disposal activities and must comply with all reasonable requests from the statutory undertaker to enable the verification referred to in that sub-paragraph to be carried out effectively and efficiently.

(4) The undertaker must provide to the statutory undertaker a copy of each disposal return required to be submitted to the MMO pursuant to the approved disposal plan or similar under this Order relevant to the cable route disposal area(s) within ten days of submission to the MMO, such returns to include, without limitation, the actual volumes of materials disposed of, the disposal locations, the approved monitoring plan and the results of monitoring conducted.

Provision of information

11.—(1) To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order request up-to-date written confirmation from the statutory undertaker of the precise route of any existing installed apparatus and any proposed East Anglia TWO cable route or other apparatus to be installed by the statutory undertaker.

(2) Within 56 days following receipt of a request under sub-paragraph (1), the statutory undertaker must provide the requested information to the extent that such information is available.

Expenses

12.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by that statutory undertaker in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to herein including without limitation—

(a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the statutory undertaker elects to use powers of compulsory acquisition to acquire any necessary rights under paragraph 7(3) all costs incurred as a result of such action;

(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 herein.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions hereof 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 hereof —

(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 settled by arbitration in accordance with article 37 (arbitration) of the Order to be necessary, then, if such placing involves cost in the construction of works under the provisions hereof 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 sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs must 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 must 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 must 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 the statutory undertaker in respect of works by virtue of sub-paragraph (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 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

13.—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the construction of any such works authorised herein or in consequence of the construction, use,

maintenance or failure of any of the authorised development 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 the provisions herein 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 those works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and

(b) compensate the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party in accordance with the provisions of this part.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

(3) Nothing in sub-paragraph (1) imposes 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 the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

Enactments and agreements

14. Nothing herein affects the provisions of any enactment or agreement regulating the relations between the undertaker and the statutory undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which the Order is made.

Co-operation

15. Where in consequence of the proposed construction of any of the authorised development, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 7(2) or a statutory undertaker 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 the statutory undertaker's undertaking and the statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

Access

16. If in consequence of the agreement reached in accordance with paragraph 6 or the powers granted under the Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as enables the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

17. Any difference or dispute arising between the undertaker and the statutory undertaker must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

PART 6

Protection for East Anglia ONE Offshore Wind Farm and East Anglia THREE Offshore Wind Farm

1. For the protection of the statutory undertakers referred to in this part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned.

2. In this part of this schedule—

"apparatus" means electric lines or electrical plant (as defined in the 1989 Act) belonging to or maintained by the statutory undertaker;

"plan" or "plans" includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

"specified works" means works authorised by this Order (or authorised by any marine licence intended to operate in conjunction with this Order) that are to be carried out within 750 metres of apparatus belonging to a statutory undertaker; and

"statutory undertaker" means, as appropriate—

(a) the statutory undertaker who owns and/or operates the transmission assets under the East Anglia ONE Offshore Wind Farm Order 2014;

(b) the statutory undertaker who owns and/or operates the transmission assets under the East Anglia THREE Offshore Wind Farm Order 2017.

3.—(1) Not less than 56 days (or such lesser period agreed by the statutory undertaker, acting reasonably) before commencing the execution of any specified works, the undertaker must submit to the statutory undertaker a plan.

(2) The undertaker must not commence the construction or renewal of any works to which sub-paragraph (1) applies until the statutory undertaker has given written approval of the plan so submitted.

(3) Any approval of the statutory undertaker required under sub-paragraph (2)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (4), (6) or (7);

(b) must not be unreasonably withheld or delayed.

(4) In relation to a work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus provided that such modifications are made within a period of 56 days beginning with the date on which the plan under sub-paragraph (1) is submitted to it (or such lesser period agreed by the statutory undertaker, acting reasonably). For the avoidance of doubt, provided that any further iterations of the plan submitted to the statutory undertaker for approval as a result of modifications required under this paragraph are not materially different to the modifications previously made by the statutory undertaker, any further required modifications will be made by the statutory undertaker as soon as reasonably practicable thereafter and in any event within 21 days of receipt of any further plans.

(5) Specified works executed under this Order must be executed only in accordance with the plan, submitted under sub-paragraph (1), as amended from time to time by agreement between

the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (4) or (6) 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.

(6) Where the statutory undertaker requires any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to the statutory undertaker's satisfaction prior to the carrying out of any specified works authorised by this Order or any relevant part thereof (unless otherwise agreed by the statutory undertaker, acting reasonably) and the statutory undertaker must give notice of such works as soon as reasonably practicable and in any event within 56 days from the date of submission of a plan in line with sub-paragraph (1) (except in an emergency).

(7) In relation to a specified work to which sub-paragraph (1) applies, it is reasonable for a statutory undertaker to require as a condition of granting approval that the undertaker enter into a cable proximity agreement on reasonable terms reflecting industry good practice.

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works (unless otherwise agreed by the statutory undertaker, acting reasonably), a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(9) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (4) and (6) insofar as is reasonably practicable in the circumstances.

Expenses

4. Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by that statutory undertaker in, or in connection with, the inspection, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to herein including without limitation—

(a) the approval of plans;

(b) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(c) the survey of 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 herein.

Compensation

5.—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the construction of any such works authorised herein or in consequence of the construction, use, maintenance or failure of any of the authorised development 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 the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under the provisions herein or any subsidence resulting from any of these works), any damage is caused to any apparatus of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and

(b) compensate the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker,

by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party in accordance with the provisions of this part.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

(3) Nothing in sub-paragraph (1) imposes 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 the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

Co-operation

6. Where in consequence of the proposed construction of any of the authorised development, a statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 3 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 the statutory undertaker's undertaking and the statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

Arbitration

7. Any difference or dispute arising between the undertaker and the statutory undertaker must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

PART 7

Protection for EDF Energy

Application

1. For the protection of EDF Energy the following provisions of this Schedule shall have effect unless otherwise agreed in writing between the undertaker and EDF Energy.

Interpretation

2. In this Part of this Schedule—

"EDF Energy" means EDF Energy Nuclear Generation Limited (company number 03076445);

"HDD punch out" means the location where the drilling bit associated with the HDD exits out of the pilot hole on the seabed;

"utility apparatus" includes water mains, pipes, electricity or telecommunication cables, or other apparatus belonging to or maintained by a statutory undertaker.

Interaction at Sizewell Gap

3.—(1) The undertaker shall consult with EDF Energy in the preparation of the Sizewell Gap construction method statement prior to submission of the Sizewell Gap construction method statement to the relevant planning authority for approval in accordance with requirement 22.

(2) The undertaker shall consult with EDF Energy in the preparation of—

(a) the access management plan, to the extent that it relates to Work Nos. 10, 11 or 15; and

(b) the construction traffic management plan, to the extent that it relates to Work Nos. 10 or 15,

prior to the submission of each plan to the relevant highway authority for approval in accordance with requirements 16 and 28 respectively.

(3) Prior to carrying out any of Work Nos. 10, 11 and or 15, the undertaker shall carry out surveys to establish the location of all utility apparatus within these areas which has the potential to provide services to EDF Energy.

(4) In the event of any damage to any utility apparatus which provides services to EDF Energy within the area of Work Nos. 10, 11 and 15, the undertaker shall immediately inform EDF Energy and shall use best endeavours to secure the repair of any damage within 24 hours.

Quality of Sizewell B cooling water intake

4.—(1) Save for urgent reasons of vessel safety which mean there is insufficient time to comply with this sub-paragraph, in which case the undertaker shall use its reasonable endeavours to contact EDF Energy immediately to inform of non-compliance by a mechanism previously agreed in writing with EDF Energy, all operations carried out by the undertaker must avoid the area labelled “Sizewell B Tidally Restricted Shallow Water Area / Vessel Transit and Loafing Exclusion Zone” and coloured purple on the Activity Exclusion Zones plan (Drawing No. EA1N-DEV-DRG-IBR-001260).

(2) Sub-paragraph (1) applies unless EDF Energy otherwise agrees in writing either a modification of the procedure described above or an alternative protective measure and that alternative method is shown to be of no greater risk to the Sizewell B intake and its function (such agreement not to be unreasonably withheld or delayed).

Coralline Crag

5.—(1) The undertaker shall consult with EDF Energy in the preparation of the landfall construction method statement prior to submission of the landfall construction method statement to the relevant planning authority for approval in accordance with requirement 13.

(2) Prior to carrying out Work No. 6, the undertaker shall carry out geophysical surveys to confirm the visible extent of the Coralline Crag formation and shall provide the results of such surveys to the extent that they demonstrate the visible extent of the Coralline Crag to EDF Energy on completion.

(3) The undertaker must not undertake cable trenching activities or locate the HDD punch out within—

(a) the Punch Out and Trenching Restriction Area shown on the Activity Exclusion Zones plan (Drawing No. EA1N-DEV-DRG-IBR-001260); or

(b) the visible extent of the Coralline Crag as confirmed by the surveys undertaken under sub-paragraph (2),

unless otherwise agreed with EDF Energy (such agreement not to be unreasonably withheld or delayed).

Arbitration

6. Any difference or dispute arising between EDF Energy and the undertaker must, unless otherwise agreed in writing between EDF Energy and the undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

PART 8

Protection of NNB Generation Company (SZC) Limited

Application

1. For the protection of SZC Co. the following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and SZC Co.

Interpretation

2. In this Part of this Schedule—

"SZC Co." means NNB Generation Company (SZC) Limited (company number 09284825).

Interaction at Sizewell Gap

3. The undertaker shall consult with SZC Co. in the preparation of the Sizewell Gap construction method statement, to the extent that it relates to Work No. 15, prior to submission of the Sizewell Gap construction method statement to the relevant planning authority for approval in accordance with requirement 22.

Interaction at Snape Road

4. The undertaker shall consult with SZC Co. in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 35, prior to Work No. 35 commencing.

Interaction at Friday Street

5. The undertaker shall consult with SZC Co. in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 36, prior to Work No.36 commencing.

Sizewell C proposed intake infrastructure

6.—(1) Save for urgent reasons of vessel safety and subject to sub-paragraph (2), the undertaker shall not carry out any of the authorised project (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 Sizewell C Order Limits Interaction – Offshore Plan (Drawing No. EA1N-DEV-DRG-IBR-001283) without having first submitted to and secured approval from SZC Co. 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 SZC Co. at any time.

Acquisition of land

7. 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, to the extent that the exercise of such powers relates to the carrying out of Work Nos. 15, 35 or 36, acquire any land interest or rights or impose restrictive covenants over land belonging to SZC Co. and may not override or extinguish any easement and/or other rights or interests of SZC Co. otherwise than by agreement.

Arbitration

8. Any difference or dispute arising between SZC Co. and the undertaker must, unless otherwise agreed in writing between SZC Co. and the undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

SCHEDULE 11

Article 34

Hedgerows

PART 1

Removal of important hedgerows

(1)	*(2)*
Area	*Reference of hedgerow*
District of East Suffolk	The important hedgerow marked 3 on sheet 1 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 4 on sheet 2 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 10 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 11 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 12 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 15 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 17 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 19 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 21 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 26 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 27 on sheet 6

	of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 28 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 29 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 30 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 35 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 36 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 37 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 38 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 39 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 40 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 41 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 42 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 43 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 44 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 45 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 46 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 47 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 48 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 49 on sheet 7 of 12 of the important hedgerows and tree

	preservation order plan.
District of East Suffolk	The important hedgerow marked 50 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 51 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 52 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 54 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 56 on sheet 8 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 57 on sheet 8 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 58 on sheet 8 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 60 on sheet 7 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 61 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 62 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 63 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 64 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 65 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 66 on sheet 9 of 12 of the important hedgerows and tree preservation order plan.

PART 2

Important hedgerows that will be crossed using a reduced working width

(1)	*(2)*
Area	*Reference of hedgerow*
District of East Suffolk	The important hedgerow marked 1 on sheet 1 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 2 on sheet 1 of 12 of the important hedgerows and tree

	preservation order plan.
District of East Suffolk	The important hedgerow marked 5 on sheet 2 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 6 on sheet 2 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 7 on sheet 2 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 8 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 9 on sheet 3 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 14 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 16 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 18 on sheet 4 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 20 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 22 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 23 on sheet 5 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 24 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 31 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.
District of East Suffolk	The important hedgerow marked 32 on sheet 6 of 12 of the important hedgerows and tree preservation order plan.

SCHEDULE 12

Article 35

Trees subject to tree preservation orders

(1)	*(2)*	*(3)*	*(4)*
Area	*Type of tree*	*Reference of trees*	*Work to be carried out*
District of East Suffolk	Several mixed deciduous and coniferous species consisting mainly of	Tree Preservation Order 1987, Area Number A1, TPO Number	Removal, trimming, lopping and coppicing of trees within Tree Preservation Order

	Silver Birch, Oak, Beech, Sycamore, Horse Chestnut, Cherry, Scots Pine, Corsican Pine, mixed Ornamental Conifers and Evergreen Oak.	SCDC/87/00030 marked on sheet 5 of 12 of the important hedgerows and tree preservation order plan.	1987, Area Number A1, TPO Number SCDC/87/00030 to be carried out to facilitate the construction of the authorised development and to ensure its future operation.

SCHEDULE 13

Article 31

Deemed licence under the 2009 Act - generation assets

PART 1

Licensed marine activities

1.—(1) In this licence—

"the 2004 Act" means the Energy Act 2004;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Offshore Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017(**a**);

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017(**b**);

"air clearance height" means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means Work Nos. 1 to 4 described in paragraph 3 of Part 1 of this licence or any part of that work;

"best practice protocol for minimising disturbance to red-throated diver" means the document certified as the best practice protocol for minimising disturbance to red-throated diver by the Secretary of State for the purposes of the Order;

"buoy" means any floating device used for navigational purposes or measurement purposes, including LiDAR buoys, wave buoys and guard buoys;

"cable crossings" means the crossing of existing sub-sea cables or pipelines or other existing infrastructure by the platform link or export cables authorised by the Order together with physical protection measures including cable protection;

"cable protection" means measures to protect cables from physical damage and including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel burial;

"Cefas" means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works or pre–construction monitoring surveys approved under this licence and the words "commencement" and "commenced" must be construed accordingly;

(**a**) S.I. 2017/1013.
(**b**) S.I. 2017/1012.

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

“European offshore marine site” has the meaning given in regulation 18 of the 2017 Offshore Regulations;

“European site” has the meaning given in regulation 27 of the 2017 Offshore Regulations;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“Historic England” means the Historic Buildings and Monuments Commission for England;

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State for the purposes of the Order;

“in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan” means the document certified as the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order;

“inter-array cable” means the cables linking the wind turbine generators to each other and to the offshore electrical platforms and described in paragraph (c) of Work No. 1;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“LAT” means lowest astronomical tide;

“layout principles statement” means the document certified as the layout principles statement by the Secretary of State for the purposes of the Order;

“licence 2 (transmission)” means the licence set out in Schedule 14 (deemed licence under the 2009 Act – offshore transmission assets);

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works) to the Order and any component part of any wind turbine generator, offshore electrical platform, construction, operation and maintenance platform or meteorological mast described in Part 1 of Schedule 1 (authorised development) to the Order not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

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

“meteorological mast” means a mast housing equipment to measure wind speed and other wind characteristics, including a topside housing electrical, communication and associated equipment and marking and lighting;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore electrical platform” means a platform with one or more decks, whether open or fully clad, accommodating electrical power transformers, low, medium and/or high voltage switch gear, instrumentation, protection and control systems, neutral earthing resistors, reactive compensation, standby electrical generation equipment, fuelling facilities, auxiliary and uninterruptible power supply systems and transformers, accommodation, emergency shelter, craneage, metering stations, meteorological equipment, helicopter landing facilities, messing facilities, potable water storage, black water separation equipment, control hub, drainage facilities, access equipment, J-tubes, marking and lighting and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore Order limits” means the limits shown on the works plans within which the authorised scheme may be carried out;

“offshore platforms” means the construction, operation and maintenance platform and the offshore electrical platforms;

“offshore preparation works” means surveys, monitoring and UXO clearance activities seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

“the Order” means the East Anglia ONE North Offshore Wind Farm Order 202*;

“outline fisheries liaison and coexistence plan” means the document certified as the outline fisheries liaison and coexistence plan by the Secretary of State for the purposes of the Order;

“outline navigation monitoring strategy” means the document certified as the outline navigation monitoring strategy by the Secretary of State for the purposes of the Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

“outline *Sabellaria* reef management plan” means the document certified as the outline *Sabellaria* reef management plan by the Secretary of State for the purposes of the Order;

“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of the Order;

“pin piles” means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

“platform link cables” means the cables linking offshore platforms to one another and described in Work No. 4;

“relevant site” means a European offshore marine site or a European site;

“SAC” means special area of conservation;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means the appropriate nature conservation body as defined in regulation 5 of the 2017 Regulations;

“suction caisson” means large diameter steel cylindrical shells which penetrate the seabed assisted by a hydrostatic pressure differential for securing steel jacket foundations;

"suction caisson foundation" means a tubular steel structure which penetrates the seabed assisted by a hydrostatic pressure differential and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

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

"undertaker" means East Anglia ONE North Limited (company number 11121800);

"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;

"UK Hydrographic Office" means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"UXO" means unexploded ordnance;

"wind turbine generator" means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation; and

"works plans" means the plans certified as the works plans by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT);

(b) all coordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle Business Park
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)
Marine Environment Team
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 0208 026 6094;

(c) Trinity House
Tower Hill

London
EC3N 4DH
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency
Navigation Safety Branch
Bay 2/20, Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426;

(f) Natural England
Area 1C, Nobel House
17 Smith Square
London
SW1P 2AL
Tel: 0300 060 4911;

(g) Historic England
Brooklands
24 Brooklands Avenue
Cambridge
CB2 8BU.
Tel: 01223 582749.

Details of licensed marine activities

2.—(1) Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

(a) the deposit at sea of the substances and articles specified in paragraph 4 below;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for foundation works and cable laying preparation works;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) UXO clearance works;

(g) the removal of out of service cables;

(h) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and

(i) the disposal of up to 2,832,568 m^3 of inert material of natural origin and/or dredged material within the offshore Order limits produced during construction drilling or seabed preparation for foundation works, sandwave clearance and boulder clearance works at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS comprising—

(i) 1,590,036 m^3 in respect of the wind turbine generators;

(ii) 400,000 m^3 in respect of the inter-array cables;

(iii) 23,732 m^3 in respect of the meteorological mast;

(iv) 668,800 m^3 in respect of the construction, operation and maintenance platform and the offshore electrical platforms (some of which may alternatively be disposed under licence 2 (transmission)); and

(v) 150,000 m^3 in respect of the platform link cables (some of which may alternatively be disposed under licence 2 (transmission)).

3. Such activities are authorised in relation to the construction, maintenance and operation of—

(1) Work No. 1—

(a) an offshore wind turbine generating station with a gross electrical output capacity of over 100 MW comprising up to 67 wind turbine generators each fixed to the seabed by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles, suction caisson or gravity base), fitted with rotating blades and situated within the area shown on the works plans and further comprising (b) to (c) below;

(b) up to one meteorological mast fixed to the seabed within the area shown on the works plans by one of five foundation types (namely monopile, jacket on suction caissons, jacket on piles, suction caisson or gravity base); and

(c) a network of subsea inter-array cables within the area shown on the works plans between the wind turbine generators and between the wind turbine generators and Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings.

(2) Work No. 2—

(a) up to one construction, operation and maintenance platform fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 2 (transmission));

(3) Work No. 3—

(a) up to four offshore electrical platforms fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 2 (transmission));

(4) Work No. 4—

(a) a network of subsea platform link cables within the area shown on the works plans between the offshore electrical platforms comprising Work No. 3 and between the construction, operation and maintenance platform comprising Work No. 2 and the offshore electrical platforms comprising Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings (which may alternatively be constructed under licence 2 (transmission));

(5) In connection with such Work Nos. 1 to 4 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as rock placement and the placement of concrete mattresses and frond mattresses;

(c) dredging;

(d) the removal of material from the seabed required for the construction of Work Nos. 1 to 4 and the disposal of seabed sediments produced during construction drilling and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;

(6) In connection with such Work Nos. 1 to 4, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

(a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and

(b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

4. The substances or articles authorised for deposit at sea are—

(a) iron and steel, copper and aluminium;

(b) stone and rock;

(c) concrete;

(d) sand and gravel;

(e) plastic and synthetic;

(f) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and sandwave clearance works; and

(g) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
1	52° 21 40.240N	02° 18 57.351E
2	52° 22 49.082N	02° 18 20.131E
3	52° 25 41.851N	02° 18 38.726E
4	52° 26 07.817N	02° 19 55.691E
5	52° 25 47.948N	02° 34 14.117E
6	52° 20 33.278N	02° 34 13.789E
7	52° 20 19.052N	02° 28 56.310E
8	52° 18 11.924N	02° 20 49.771E
9	52° 21 07.976N	02° 19 14.783E

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

8. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this licence, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to the details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment may be given

only where it has been demonstrated to the satisfaction of the MMO that the amendment is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Design parameters

1.—(1) Subject to paragraph (2), wind turbine generators forming part of the authorised scheme must not—

(a) exceed a height of 282 metres when measured from LAT to the tip of the vertical blade;

(b) exceed a height of 175 metres to the height of the centreline of the generator shaft forming part of the hub when measured from LAT;

(c) exceed a rotor diameter of 250 metres;

(d) be less than 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 1,200 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);

(e) have an air clearance height of less than 24 metres from MHWS.

(2) References to the location of a wind turbine generator are references to the centre point of that turbine.

2.—(1) The total number of meteorological masts forming part of the authorised scheme must not exceed one.

(2) The meteorological mast must not exceed a height of 175 metres above LAT.

3.—(1) The total number of construction, operation and maintenance platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) taken together must not exceed one (whether constructed under this licence or licence 2 (transmission)).

(2) The dimensions of the construction, operation and maintenance platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

4.—(1) The total number of offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) taken together must not exceed four (whether constructed under this licence or licence 2 (transmission)).

(2) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

5.—(1) The total length of the cables forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) and the volume and area of their cable protection must not exceed the following (whether installed under this licence or licence 2 (transmission))—

Work	*Length*	*Area of cable protection*	*Volume of cable protection*
Work No. 1(c) (inter-array cables)	200 kilometres	210,800 m^2	237,008 m^3
Work No. 4 (platform link cables)	75 kilometres	130,390 m^2	146,650 m_3

6.—(1) In relation to a wind turbine generator, each gravity base foundation must not have a diameter at the level of the seabed which is more than 60 metres;

(2) In relation to a wind turbine generator, each suction caisson foundation must not have a diameter at the level of the seabed which is more than 35 metres;

(3) In relation to a wind turbine generator, each jacket foundation must not have—

(a) a pile diameter which is more than 4.6 metres in the case of pin piles or a suction caisson diameter which is more than 16 metres;

(b) more than four piles or more than four suction caissons;

(c) more than four legs.

(4) In relation to a wind turbine generator, each monopile foundation must not have a diameter which is more than 15 metres.

(5) The total amount of scour protection for the wind turbine generators must not exceed 1,348,686 m^2.

(6) The total volume of scour protection for the wind turbine generators must not exceed 2,023,029 m^3.

7.—(1) In relation to a meteorological mast, each gravity base foundation must not have a footprint at the seabed which is more than 315 m^2.

(2) In relation to a meteorological mast, each suction caisson foundation must not have a footprint at seabed which is more than 177 m^2.

(3) In relation to a meteorological mast, each jacket foundation must not have a footprint at the seabed which is more than 651 m^2.

(4) In relation to a meteorological mast, each monopile foundation must not have a footprint at the seabed which is more than 51 m^2.

(5) The total amount of scour protection for the meteorological mast must not exceed 2,828 m^2.

(6) The total volume of scour protection for the meteorological mast must not exceed 4,241 m^3.

8.—(1) In relation to any construction, operation and maintenance platform, the gravity base foundations must not have a total footprint of more than 4,800 m^2.

(2) In relation to any construction, operation and maintenance platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m^2.

(3) In relation to any construction, operation and maintenance platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m^2.

(4) The total amount of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 15,276 m^2 (whether installed under this licence or licence 2 (transmission)).

(5) The total volume of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 22,914 m^3 (whether installed under this licence or licence 2 (transmission)).

9.—(1) In relation to each offshore electrical platform, the gravity base foundations must not have a total footprint at the seabed which is more than 4,800 m^2.

(2) In relation to each offshore electrical platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m^2.

(3) In relation to each offshore electrical platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m^2.

(4) The total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 62,064 m^2 (whether installed under this licence or licence 2 (transmission)).

(5) The total volume of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 2 (transmission) must not exceed 91,656 m^3 (whether installed under this licence or licence 2 (transmission)).

Notifications and inspections

10.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 19 and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 19;

(b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must confirm receipt of this licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 19 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to UXO clearance activities and at least five days prior to commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

(a) at least 14 days prior to UXO clearance activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(c) as soon as reasonably practicable and no later than 24 hours after completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least 14 days prior to UXO clearance activities and at least 14 days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1, and to the extent that they are constructed under this licence, Work Nos. 2, 3, and 4, and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at regular intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with

the construction programme approved under condition 17(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office of UXO clearance activities (14 days prior) and of the commencement (14 days prior), progress and completion of construction (within 14 days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, Kingfisher Information Service and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must, within three days following identification of a cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House and UKHO within five days.

Aids to navigation

11.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning 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.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme including the following—

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan approved pursuant to condition 17(1)(i) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning 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 possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 10(11) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

12.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the remainder of the structures are painted submarine grey (colour code RAL 7035).

Aviation safety

13.—(1) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are brought into use;

(c) the maximum height of any construction equipment to be used;

(d) the maximum heights of any wind turbine generator, meteorological mast and platform to be constructed;

(e) the latitude and longitude of each wind turbine generator, meteorological mast and platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within five working days of the notification to the Defence Infrastructure Organisation Safeguarding.

Chemicals, drilling and debris

14.—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised scheme must comply with the International Convention for the Prevention of Pollution from Ships.

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) 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.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months July to December inclusive, and by 31 July each year for the months January to June inclusive.

(5) The undertaker must ensure that only inert material of natural origin, drilling mud and dredged material, produced during the drilling installation of or seabed preparation for foundations, and sandwave clearance works is disposed of within site disposal reference [ ] within the extent of the Order limits seaward of MHWS. Any material of anthropogenic origin will be screened out and disposed of at an appropriate waste facility onshore.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan approved under condition 17(1)(e)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within five days of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

15.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

UXO clearance

16.—(1) No removal or detonation of UXO can take place until the following have been submitted to and approved in writing by the MMO in consultation with the relevant statutory nature conservation body and, in respect of the method statement, the MCA—

(a) a method statement for UXO clearance which must include—

(i) methodologies for—

(aa) identification and investigation of potential UXO targets;

(bb) clearance of UXO;

(cc) removal and disposal of large debris;

(ii) a plan showing the area in which clearance activities are proposed to take place;

(iii) a programme of works; and

(iv) any exclusion zones/environmental micrositing requirements;

(b) a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.

(2) The method statement (excluding the information required under sub-paragraphs (1)(a)(ii) and (1)(a)(iv)) and the marine mammal mitigation protocol must be submitted to the MMO for approval at least six months prior to the date on which it is intended for UXO clearance activities to begin.

(3) The information to be included within the method statement in accordance with sub-paragraphs (1)(a)(ii) and (1)(a)(iv) must be submitted to the MMO for approval at least three months prior to the date on which it is intended for UXO clearance activities to begin.

(4) Any UXO clearance activities must be undertaken in accordance with the method statement and marine mammal mitigation protocol approved under paragraph (1).

(5) Subject to paragraph (6), a UXO clearance close out report must be submitted to the MMO and the relevant statutory nature conservation body within three months following the end of the UXO clearance activity and must include the following for each detonation undertaken—

(a) co-ordinates, depth, current speed, charge utilised and the date and time of each detonation; and

(b) whether any mitigation was deployed, including feedback on practicalities of deployment of equipment and efficacy of the mitigation where reasonably practicable, or justification if this information is not available.

(6) Should there be more than one UXO clearance activity, the report required under paragraph (5) will be provided at intervals agreed with the MMO.

Pre-construction plans and documentation

17.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

(a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be approved in writing by the MMO in consultation with Trinity House and the MCA which shows—

(i) the proposed location and choice of foundation of all wind turbine generators, offshore electrical platforms, the construction, operation and maintenance platform and meteorological mast;

(ii) the height to the tip of the vertical blade; height to the centreline of the generator shaft forming part of the hub;

(iii) rotor diameter and spacing of all wind turbine generators;

(iv) the height of all lattice towers forming part of the meteorological mast;

(v) the length and arrangement of all cables comprising Work Nos. 1 and 4;

(vi) the dimensions of all gravity base foundations;

(vii) the dimensions of all jacket foundations;

(viii) the dimensions of all suction caisson foundations;

(ix) the dimensions of all monopile foundations;

(x) the proposed layout of all wind turbine generators (to be in accordance with the layout principles statement and which must accord with the recommendations for layout contained in MGN543 and its annexes), offshore electrical platforms, the construction, operation and maintenance platform and meteorological mast including any exclusion zones identified under condition 17(1)(g)(iv);

(xi) a plan showing the indicative layout of all wind turbine generators, offshore electrical platforms, the construction, operation and maintenance platform and meteorological mast including all exclusion zones (insofar as not shown in (x) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under condition 17(1)(b)(iii); and

(xii) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 1 to 4 and compliance with conditions 1 to 9 above.

(b) A construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) an indicative written construction programme for all wind turbine generators offshore electrical platforms, the construction, operation and maintenance platform, meteorological mast and cable comprised in the works at paragraph 3 of Part 1 (licenced marine activities) of this licence (insofar as not shown in paragraph (ii) above);

(c) A monitoring plan (which accords with the in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 20, 21 and 22 to be submitted to the MMO in accordance with the following—

(i) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed monitoring;

(ii) at least six months prior to construction, detail on construction monitoring;

(iii) at least six months prior to completion of construction, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

(d) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—

(i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works;

(ii) cable specification, installation and monitoring, to include—

(aa) technical specification of offshore cables below MHWS;

(bb) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) proposals for monitoring offshore cables and the status of cable protection during the operational lifetime of the authorised scheme which include a risk based approach to the management of unburied or shallow buried cables.

(iii) scour protection management and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iv) main contractors;

(v) vessels and vessels transit corridors; and

(vi) associated and ancillary works.

(e) A project environmental management plan covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;

(ii) 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;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan, in accordance with the outline fisheries liaison and coexistence plan, to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 10 and to address the interaction of the licensed activities with fishing activities;

(vi) procedures which must be adopted within vessels transit corridors to minimise disturbance to red-throated diver during the period 1 November to 1 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver.

(f) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.

(g) A written scheme of archaeological investigation in relation to the offshore Order limits seaward of mean high water, which must be submitted to the statutory historic body at least six months prior to commencement of the licensed activities and to the MMO at least four months prior to commencement of the licensed activities and which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction, where required;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS (Online AccesS to the Index of archaeological investigationS') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(h) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.

(i) An aids to navigation management plan to be approved in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 11 for the lifetime of the authorised scheme.

(j) A *Sabellaria* reef management plan, in accordance with the outline *Sabellaria* reef management plan, to be submitted to the MMO at least six months prior to undertaking any pre-construction geophysical survey detailed in the monitoring plan to be submitted under condition 17(1)(c)(i).

(2) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

(a) 4,000kJ in respect of monopile foundations; and

(b) 2,400kJ in respect of pin piles.

(3) Pre-construction archaeological investigations, UXO clearance and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of archaeological investigation which is itself in accordance with the details set out in the outline written scheme of investigation (offshore), and which has been submitted to and approved by the MMO in consultation with the statutory historic body.

18.—(1) Any archaeological reports produced in accordance with condition 17(1)(g)(iii) are to be approved by the statutory historic body.

(2) Each programme, statement, plan, protocol or scheme required to be approved under condition 17 must be submitted for approval at least six months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(3) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 17.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 17, unless otherwise agreed in writing by the MMO.

(5) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" and its annexes.

Reporting of engaged agents, contractors and vessels

19.—(1) The undertaker must provide the following information to the MMO—

(a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Pre-construction monitoring and surveys

20.—(1) The undertaker must, in discharging condition 17(1)(c), submit details (which accord with the in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format and content for a pre-construction baseline report; and

(a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and

(b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

(a) a survey to determine the location and extent of any *Sabellaria spinulosa* reef inside the area(s) within the Order limits in which it is proposed to carry out construction works;

(b) a full sea floor coverage swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN543 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer area around the site of each work, inclusive of seabed anomalies or sites of historic or archaeological interest that lie within the buffer;

(c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition 17(1)(c); and

(d) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 17(1)(c).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

Construction monitoring

21.—(1) The undertaker must, in discharging condition 17(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In any event, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA.

Post construction

22.—(1) The undertaker must, in discharging condition 17(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

(a) appropriate surveys to determine any change in the location, extent and composition of any *Sabellaria spinulosa* reef identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction survey;

(b) within twelve months of completion of the licensed activities, one swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN543 and its annexes of the part(s) of the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables have been buried or protected;

(c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition 17(1)(c);

(d) post-construction traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA; and

(e) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 17(1)(c).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable monitoring plan required under condition 17(1)(d)(ii)(cc) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the project and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

Reporting of impact pile driving/detonation of explosives

23.—(1) Only when driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

(a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Forward Look requirements;

(b) within 12 weeks of completion of impact pile driving/detonation of explosives, information on the locations and dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

(a) *"Marine Noise Registry"* means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

(b) *"Forward Look"* and *"Close Out"* requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

Scour protection and cable protection during operation

24.—(1) During the period of five years following the completion of construction the undertaker must not install scour protection in locations where scour protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

(a) the need for and location of the scour protection;

(b) the type and sources of scour protection proposed to be used;

(c) the volume and area of scour protection proposed, together with details of the total volume and area of scour protection installed under this licence;

(d) installation methods for the scour protection; and

(e) a report to confirm the Environmental Statement predictions in relation to the potential impact of scour protection and that the data used is appropriate.

(2) The information required under paragraph (1) must be submitted to the MMO for approval at least four months prior to the date on which scour protection is intended for installation, unless otherwise agreed with the MMO.

(3) The installation of such scour protection must be undertaken in accordance with the details approved under paragraph (1).

(4) A close out report following each instance of installation of scour protection approved under paragraph (1) must be submitted to the MMO within three months of completion of the activity.

(5) Following the date of completion of construction, the undertaker must not install scour protection in locations where scour protection was not installed during construction unless approved under paragraph (1).

(6) During the period of five years following the completion of construction the undertaker must not install cable protection in locations where cable protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

(a) the need for and location of the cable protection;

(b) the type and sources of cable protection proposed to be used;

(c) the volume and area of cable protection proposed, together with details of the total volume and area of cable protection installed under this licence;

(d) installation methods for the cable protection; and

(e) a report to confirm the Environmental Statement predictions in relation to the potential impact of cable protection and that the data used is appropriate.

(7) The information required under paragraph (6) must be submitted to the MMO for approval at least four months prior to the date on which cable protection is intended for installation, unless otherwise agreed with the MMO.

(8) The installation of such cable protection must be undertaken in accordance with the details approved under paragraph (6).

(9) A close out report following each instance of installation of cable protection approved under paragraph (6) must be submitted to the MMO within three months of completion of the activity.

(10) Following the date of completion of construction, the undertaker must not install cable protection in locations where cable protection was not installed during construction unless approved under paragraph (6).

Co-operation

25.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 16(1),17(1) and 26(1), the undertaker must provide a copy of the relevant plans and documentation to the East Anglia TWO undertaker to enable the East Anglia TWO undertaker to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 16(1), 17(1) and 26(1) must be accompanied by any comments received by the undertaker from the East Anglia TWO undertaker in accordance with paragraph (1) or a statement from the undertaker confirming that no such comments were received.

(3) The undertaker must participate in liaison meetings with the East Anglia TWO undertaker as requested from time to time by the MMO in writing in advance, and such meetings will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient management and discharge of conditions 16(1),17(1) and 26(1) of this licence and conditions 16(1),17(1) and 26(1) of Schedule 13, Part 2 to the East Anglia TWO Order.

(4) For the purposes of this condition—

"East Anglia TWO authorised scheme" means Work Nos. 1 to 6 of the East Anglia TWO Order;

"East Anglia TWO Order" means the East Anglia TWO Offshore Wind Farm Order 20[xx]; and

"East Anglia TWO undertaker" means the undertaker in respect of the East Anglia TWO authorised scheme.

Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)

26.—(1) No piling activities can commence until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

Southern North Sea Special Area of Conservation Site Integrity Plan (UXO clearance)

27.—(1) No removal or detonation of UXO can take place until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to removal or detonation of UXO as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to removal or detonation of UXO being undertaken.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

Control of piling and UXO detonations

28.—(1) The undertaker must not—

(a) undertake pile driving in respect of more than one pile at the same time;

(b) undertake more than one UXO detonation at the same time; or

(c) undertake pile driving at the same time as undertaking a UXO detonation.

(2) In the event that pile driving or UXO detonation is being carried out under licence 2 (transmission), the undertaker must not undertake pile driving or UXO detonation under this licence at the same time.

(3) During the winter period the undertaker must not carry out more than one pile driving activity or UXO detonation within a 24 hour period under this licence, alone or in-combination with pile driving or UXO detonations undertaken in accordance with licence 2 (transmission).

(4) For the purpose of this condition—

(a) "winter period" means the period between 1 October to 31 March inclusive.

Herring spawning

29.—(1) The undertaker must not undertake pile driving or UXO detonations during the herring spawning period.

(2) The "herring spawning period" means a period of approximately 14 days between 1 November and 31 January to be confirmed in writing by the MMO following submission of a herring spawning report by the undertaker which analyses the International Herring Larval Survey data for the periods 1-15 January and 16-31 January for the preceding ten years in order to determine when the highest larval densities occur and which includes a methodology for the analysis.

(3) Unless otherwise agreed in writing with the MMO, the report referred in paragraph (2) must be submitted to the MMO at least six months prior to—

(a) the date on which it is intended for UXO clearance activities to begin; or

(b) the commencement of construction,

whichever is earlier.

Sediment sampling

30.—(1) The undertaker must not undertake dredge or disposal activities until the following have been submitted to and approved in writing by the MMO—

(a) details of an additional sediment contaminants sampling campaign; and

(b) a dredge and disposal process report detailing—

(i) the results of the sampling campaign referred to in paragraph (1)(a); and

(ii) the requirements to be adhered to during any dredge and disposal activities.

(2) Any dredge and disposal activities must be undertaken in accordance with the dredge and disposal process report approved under paragraph (1).

Completion of construction

31.—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

(a) the final number of installed wind turbine generators; and

(b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

SCHEDULE 14

Article 31

Deemed licence under the 2009 Act – offshore transmission assets

PART 1

Licensed marine activities

1.—(1) In this licence—

"the 2004 Act" means the Energy Act 2004;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Offshore Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017(**a**);

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017(**b**);

"air clearance height" means the distance between the lowest point of the rotating blade of the wind turbine generator and MHWS;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means Work Nos. 2 to 6 described in paragraph 3 of Part 1 of this licence or any part of that work;

"best practice protocol for minimising disturbance to red-throated diver" means the document certified as the best practice protocol for minimising disturbance to red-throated diver by the Secretary of State for the purposes of the Order;

"buoy" means any floating device used for navigational purposes or measurement purposes, including LiDAR buoys, wave buoys and guard buoys;

"cable crossings" means the crossing of existing sub-sea cables or pipelines or other existing infrastructure by the platform link or export cables authorised by the Order together with physical protection measures including cable protection;

"cable protection" means measures to protect cables from physical damage and including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel burial;

"Cefas" means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works or pre–construction monitoring surveys approved under this licence and the words "commencement" and "commenced" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"Defence Infrastructure Organisation Safeguarding" means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

"enforcement officer" means a person authorised to carry out enforcement duties under Chapter 3 of the 2009 Act;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order;

"European offshore marine site" has the meaning given in regulation 18 of the 2017 Offshore Regulations;

"European site" has the meaning given in regulation 27 of the 2017 Offshore Regulations;

"gravity base foundation" means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

"in principle monitoring plan" means the document certified as the in principle monitoring plan by the Secretary of State for the purposes of the Order;

"in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan" means the document certified as the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order;

"Historic England" means the Historic Buildings and Monuments Commission for England;

(**a**) S.I. 2017/1013.
(**b**) S.I. 2017/1012.

“intertidal area” means the area between MHWS and MLWS;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“LAT” means lowest astronomical tide;

“licence 1 (generation)” means the licence set out in Schedule 13 (deemed licence under the 2009 Act – generation assets);

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (but only in relation to any of the ancillary works in Part 2 of Schedule 1 (ancillary works) to the Order and any component part of any offshore electrical platform or construction, operation and maintenance platform described in Part 1 of Schedule 1 (authorised development) to the Order not including the alteration, removal or replacement of foundations), to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

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

“mean low water springs” or “MLWS” means the average height of all low waters above Chart Datum;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

“offshore electrical platform” means a platform with one or more decks, whether open or fully clad, accommodating electrical power transformers, low, medium and/or high voltage switch gear, instrumentation, protection and control systems, neutral earthing resistors, reactive compensation, standby electrical generation equipment, fuelling facilities, auxiliary and uninterruptible power supply systems and transformers, accommodation, emergency shelter, craneage, metering stations, meteorological equipment, helicopter landing facilities, messing facilities, potable water storage, black water separation equipment, control hub, drainage facilities, access equipment, J-tubes, marking and lighting and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;

“offshore Order limits” means the limits shown on the works plans within which the authorised scheme may be carried out;

“offshore platforms” means the construction, operation and maintenance platform and the offshore electrical platforms;

“offshore preparation works” means surveys, monitoring and UXO clearance activities seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

“the Order” means the East Anglia ONE North Offshore Wind Farm Order 202*;

"outline fisheries liaison and coexistence plan" means the document certified as the outline fisheries liaison and coexistence plan by the Secretary of State for the purposes of the Order;

"outline navigation monitoring strategy" means the document certified as the outline navigation monitoring strategy by the Secretary of State for the purposes of the Order;

"outline offshore operations and maintenance plan" means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order;

"outline *Sabellaria* reef management plan" means the document certified as the outline *Sabellaria* reef management plan by the Secretary of State for the purposes of the Order;

"outline written scheme of investigation (offshore)" means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of the Order;

"pin piles" means steel cylindrical piles driven and/or drilled into the seabed to secure steel jacket foundations;

"platform link cables" means the cables linking offshore platforms to one another and described in Work No. 4;

"relevant site" means a European offshore marine site or a European site;

"SAC" means special area of conservation;

"statutory historic body" means Historic England or its successor in function;

"statutory nature conservation body" means the appropriate nature conservation body as defined in regulation 5 of the 2017 Regulations;

"suction caisson" means large diameter steel cylindrical shells which penetrate the seabed assisted by a hydrostatic pressure differential for securing steel jacket foundations;

"suction caisson foundation" means a tubular steel structure which penetrates the seabed assisted by a hydrostatic pressure differential and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

"transition bay" means an underground pit where the offshore export cables comprised in Work No. 7 are jointed to the onshore works;

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

"undertaker" means East Anglia ONE North Limited (company number 11121800);

"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;

"UK Hydrographic Office" means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"UXO" means unexploded ordnance; and

"works plans" means the plans certified as the works plans by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT);

(b) all coordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle Business Park
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)
Marine Environment Team
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 0208 026 6094;

(c) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency
Navigation Safety Branch
Bay 2/20, Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426;

(f) Natural England
Area 1C, Nobel House
17 Smith Square
London
SW1P 2AL
Tel: 0300 060 4911;

(g) Historic England
Brooklands

24 Brooklands Avenue

Cambridge

CB2 8BU.

Tel: 01223 582749.

Details of licensed marine activities

2.—(1) Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) of the 2009 Act—

(a) the deposit at sea of the substances and articles specified in paragraph 4 below;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for foundation works and cable laying preparation works;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) UXO clearance works;

(g) the removal of out of service cables;

(h) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and

(i) the disposal of up to 1,887,600 m^3 of inert material of natural origin and/or dredged material within the offshore Order limits produced during construction drilling or seabed preparation for foundation works, sandwave clearance and boulder clearance works at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS comprising—

(i) 668,800 m^3 in respect of the construction, operation and maintenance platform and the offshore electrical platforms (some of which may alternatively be disposed under licence 1 (generation));

(ii) 150,000 m^3 in respect of the platform link cables (some of which may alternatively be disposed under licence 1 (generation)); and

(iii) 1,068,800 m^3 in respect of the subsea export cables.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

(1) Work No. 2—

(a) up to one construction, operation and maintenance platform fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 1 (generation));

(2) Work No. 3—

(a) up to four offshore electrical platforms fixed to the seabed within the area shown on the works plans by one of four foundation types (namely monopile, jacket on suction caissons, jacket on piles or gravity base) (which may alternatively be constructed under licence 1 (generation));

(3) Work No. 4—

(a) a network of subsea platform link cables within the area shown on the works plans between the offshore electrical platforms comprising Work No. 3 and between the construction, operation and maintenance platform comprising Work No. 2 and the offshore electrical platforms comprising Work No. 3 for the transmission of electricity and electronic communications including one or more cable crossings (which may alternatively be constructed under licence 1 (generation));

(4) Work No. 5—

(a) up to two subsea export cables between Work No. 3 and Work No. 6 within the area shown on the works plans including one or more cable crossings;

(5) Work No. 6—

(a) a landfall connection works consisting of up to two cables laid underground from Work No. 5 to the transition bays;

(6) In connection with such Work Nos. 2 to 6 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as rock placement and the placement of concrete mattresses and frond mattresses;

(c) dredging;

(d) the removal of material from the seabed required for the construction of Work Nos. 2 to 6 and the disposal of seabed sediments produced during construction drilling and seabed preparation for the installation of the foundations of the offshore structures or during seabed preparation for cable laying;

(7) In connection with such Work Nos. 2 to 6, ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

(a) temporary landing places, moorings or other means of accommodating vessels in the construction and/ or maintenance of the authorised scheme; and

(b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

4. The substances or articles authorised for deposit at sea are—

(a) iron and steel, copper and aluminium;

(b) stone and rock;

(c) concrete;

(d) sand and gravel;

(e) plastic and synthetic;

(f) bentonite drilling mud;

(g) material extracted from within the offshore Order limits during construction drilling and seabed preparation for foundation works and sandwave clearance works; and

(h) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
1	52° 21 40.240N	02° 18 57.351E
2	52° 22 49.082N	02° 18 20.131E
3	52° 25 41.851N	02° 18 38.726E
4	52° 26 07.817N	02° 19 55.691E
5	52° 25 47.948N	02° 34 14.117E
6	52° 20 33.278N	02° 34 13.789E
7	52° 20 19.052N	02° 28 56.310E
8	52° 18 11.924N	02° 20 49.771E
9	52° 21 07.976N	02° 19 14.783E
10	52° 19 34.060N	02° 11 21.980E

11	52° 19 10.459N	02° 10 57.491E
12	52° 19 10.410N	02° 08 40.019E
13	52° 17 42.613N	02° 08 31.830E
14	52° 18 44.262N	02° 06 49.319E
15	52° 18 39.650N	01° 57 24.848E
16	52° 17 25.858N	01° 54 09.969E
17	52° 17 24.663N	01° 52 03.374E
18	52° 17 24.629N	01° 52 03.277E
19	52° 15 14.373N	01° 45 57.606E
20	52° 14 29.510N	01° 45 06.050E
21	52° 10 51.365N	01° 42 32.460E
22	52° 09 56.713N	01° 39 52.443E
23	52° 09 53.117N	01° 38 40.253E
24	52° 10 06.702N	01° 37 38.597E
25	52° 10 44.466N	01° 37 04.551E
26	52° 11 01.504N	01° 37 17.750E
27	52° 11 02.378N	01° 37 15.833E
28	52° 11 11.451N	01° 37 20.545E
29	52° 11 22.030N	01° 37 22.233E
30	52° 11 30.678N	01° 37 21.417E
31	52° 11 31.210N	01° 37 24.534E
32	52° 11 33.421N	01° 37 24.505E
33	52° 11 53.663N	01° 37 50.246E
34	52° 12 26.106N	01° 40 17.584E
35	52° 13 37.194N	01° 41 04.014E
36	52° 15 54.943N	01° 45 03.442E
37	52° 18 25.193N	01° 52 05.276E
38	52° 20 19.496N	01° 56 37.327E
39	52° 20 25.400N	02° 08 48.429E
40	52° 20 02.196N	02° 08 47.461E
41	52° 20 02.239N	02° 10 44.070E

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 5 (benefit of the Order).

8. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this licence, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to the details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment may be given only where it has been demonstrated to the satisfaction of the MMO that the amendment is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Design parameters

1.—(1) The total number of construction, operation and maintenance platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) taken together must not exceed one (whether constructed under this licence or licence 1 (generation)).

(2) The dimensions of the construction, operation and maintenance platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

2.—(1) The total number of offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) taken together must not exceed four (whether constructed under this licence or licence 1 (generation)).

(2) The dimensions of any offshore electrical platform forming part of the authorised scheme (excluding towers, helipads, masts and cranes) must not exceed 50 metres in height when measured from LAT, 70 metres in length and 50 metres in width.

3.—(1) The total length of the cables forming part of the authorised scheme and the authorised scheme in licence 1 (generation) and the volume and area of their cable protection must not exceed the following (whether installed under this licence or licence 1 (generation))—

Work	*Length*	*Area of cable protection*	*Volume of cable protection*
Work No. 4 (platform link cables)	75 kilometres	130,390 m^2	146,650 m^3
Work Nos. 5 and 6 (export cables)	152 kilometres	110,840 m^2	124,662 m^3

4.—(1) In relation to any construction, operation and maintenance platform, the gravity base foundations must not have a total footprint of more than 4,800 m^2.

(2) In relation to any construction, operation and maintenance platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m^2.

(3) In relation to any construction, operation and maintenance platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m^2.

(4) The total amount of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 15,276 m^2 (whether installed under this licence or licence 1 (generation)).

(5) The total volume of scour protection for the construction, operation and maintenance platform forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 22,914 m^3 (whether installed under this licence or licence 1 (generation)).

5.—(1) In relation to each offshore electrical platform, the gravity base foundations must not have a total footprint at the seabed which is more than 4,800 m^2.

(2) In relation to each offshore electrical platform, the jacket foundations must not have a total footprint at the seabed which is more than 5,676 m^2.

(3) In relation to each offshore electrical platform, the monopile foundation must not have a total footprint at the seabed which is more than 177 m^2.

(4) The total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 62,064 m^2 (whether installed under this licence or licence 1 (generation)).

(5) The total volume of scour protection for the offshore electrical platforms forming part of the authorised scheme and the authorised scheme in licence 1 (generation) must not exceed 91,656 m^3 (whether installed under this licence or licence 1 (generation)).

Notifications and inspections

6.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 15; and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 15;

(b) within 28 days of receipt of a copy of this licence those persons referred to in paragraph (a) above must confirm receipt of this licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 15 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to UXO clearance activities and at least five days prior to commencement of the licensed activities or any part of them, and within five days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

(a) at least 14 days prior to UXO clearance activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(c) as soon as reasonably practicable and no later than 24 hours after completion of construction of all offshore activities.

Confirmation of notification must be provided to the MMO within five days.

(8) A notice to mariners must be issued at least 14 days prior to UXO clearance activities and at least 14 days prior to the commencement of the licensed activities or any part of them advising of the start date of Work Nos. 2, 3, 4, 5 and 6 to the extent that they are constructed under this licence, and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The notices to mariners must be updated and reissued at regular intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with

the construction programme approved under condition 13(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify the UK Hydrographic Office of UXO clearance activities (14 days prior) and of the commencement (14 days prior), progress and completion of construction (within 14 days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, Kingfisher Information Service and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must, within three days following identification of a cable exposure, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House and UKHO within five days.

Aids to navigation

7.—(1) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning 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.

(2) The undertaker must during the period from the start of construction of the authorised scheme to completion of decommissioning seaward of MHWS keep Trinity House and the MMO informed of progress of the authorised scheme including the following—

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan approved pursuant to condition 13(1)(i) using the reporting system provided by Trinity House.

(4) The undertaker must during the whole period from commencement of the licensed activities to completion of decommissioning 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 possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 6(11) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

8.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs, the undertaker must ensure that the remainder of the structures are painted submarine grey (colour code RAL 7035).

Aviation safety

9.—(1) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the maximum height of any construction equipment to be used;

(c) the maximum height of any platform to be constructed;

(d) the latitude and longitude of each platform to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within five working days of the notification to the Defence Infrastructure Organisation Safeguarding.

Chemicals, drilling and debris

10.—(1) Unless otherwise agreed in writing by the MMO, the carriage and use of chemicals in the construction of the authorised scheme must comply with the International Convention for the Prevention of Pollution from Ships.

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) 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.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 31 January each year for the months July to December inclusive, and by 31 July each year for the months January to June inclusive.

(5) The undertaker must ensure that only inert material of natural origin, drilling mud and dredged material, produced during the drilling installation of or seabed preparation for foundations, and sandwave clearance works is disposed of within site disposal reference [ ] within the extent of the Order limits seaward of MHWS. Any material of anthropogenic origin will be screened out and disposed of at an appropriate waste facility onshore.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the District Marine Office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas should be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan approved under condition 13(1)(e)(i).

(10) All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within five days of the undertaker becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if

reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

11.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

UXO clearance

12.—(1) No removal or detonation of UXO can take place until the following have been submitted to and approved in writing by the MMO in consultation with the relevant statutory nature conservation body and, in respect of the method statement, the MCA—

(a) a method statement for UXO clearance which must include—

(i) methodologies for—

(aa) identification and investigation of potential UXO targets;

(bb) clearance of UXO;

(cc) removal and disposal of large debris;

(ii) a plan showing the area in which clearance activities are proposed to take place;

(iii) a programme of works; and

(iv) any exclusion zones/environmental micrositing requirements;

(b) a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.

(2) The method statement (excluding the information required under paragraphs (1)(a)(ii) and (1)(a)(iv)) and the marine mammal mitigation protocol must be submitted to the MMO for approval at least six months prior to the date on which it is intended for UXO clearance activities to begin.

(3) The information to be included within the method statement in accordance with sub-paragraphs (1)(a)(ii) and (1)(a)(iv) must be submitted to the MMO for approval at least three months prior to the date on which it is intended for UXO clearance activities to begin.

(4) Any UXO clearance activities must be undertaken in accordance with the method statement and marine mammal mitigation protocol approved under paragraph (1).

(5) Subject to paragraph (6), a UXO clearance close out report must be submitted to the MMO and the relevant statutory nature conservation body within three months following the end of the UXO clearance activity and must include the following for each detonation undertaken—

(a) co-ordinates, depth, current speed, charge utilised and the date and time of each detonation; and

(b) whether any mitigation was deployed, including feedback on practicalities of deployment of equipment and efficacy of the mitigation where reasonably practicable, or justification if this information is not available.

(6) Should there be more than one UXO clearance activity, the report required under paragraph (5) will be provided at intervals agreed with the MMO.

Pre-construction plans and documentation

13.—(1) The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—

(a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be approved in writing with the MMO in consultation with Trinity House and the MCA which shows—

(i) the proposed location and choice of foundation of all offshore electrical platforms and the construction, operation and maintenance platform;

(ii) the length and arrangement of all cables comprising Work Nos. 4, 5 and 6;

(iii) the dimensions of all gravity base foundations;

(iv) the dimensions of all jacket foundations;

(v) the dimensions of all suction caisson foundations;

(vi) the dimensions of all monopile foundations;

(vii) the proposed layout of the offshore electrical platforms and the construction, operation and maintenance platform including any exclusion zones identified under condition 13(1)(g)(iv);

(viii) a plan showing the indicative layout of the offshore electrical platforms and the construction, operation and maintenance platform including all exclusion zones (insofar as not shown in (vii) above) and showing the indicative programming of particular works as set out in the indicative programme to be provided under condition 13(1)(b)(iii); and

(ix) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 2 to 6 and compliance with conditions 1 to 5 above.

(b) A construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) an indicative written construction programme for the offshore electrical platforms, and the construction, operation and maintenance platform and cables comprised in the works at paragraph 3 of Part 1 (licenced marine activities) of this licence (insofar as not shown in paragraph (ii) above);

(c) A monitoring plan (which accords with the in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 16, 17 and 18 to be submitted to the MMO in accordance with the following—

(i) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed monitoring;

(ii) at least six months prior to construction, detail on construction monitoring;

(iii) at least six months prior to completion of construction, detail of post-construction (and operational) monitoring;

unless otherwise agreed in writing with the MMO.

(d) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—

(i) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation works;

(ii) cable specification, installation and monitoring, to include—

(aa) technical specification of offshore cables below MHWS;

(bb) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or such similar assessment to ascertain suitable burial depths and cable laying techniques, including cable landfall and cable protection; and

(cc) proposals for monitoring offshore cables and the status of cable protection during the operational lifetime of the authorised scheme which include a risk based approach to the management of unburied or shallow buried cables; and

(dd) where necessary, a relocation plan for Waverider Buoy and associated buoy (WMO ID: 62294) located at 52°12' 28.8″N, 001° 41' 04.8″E during cable installation, after consultation by the undertaker with Cefas and Trinity House;

(iii) scour protection management and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iv) main contractors;

(v) vessels and vessels transit corridors; and

(vi) associated and ancillary works.

(e) A project environmental management plan covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;

(ii) 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;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan, in accordance with the outline fisheries liaison and coexistence plan, to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 6 and to address the interaction of the licensed activities with fishing activities;

(vi) procedures which must be adopted within vessels transit corridors to minimise disturbance to red-throated diver during the period 1 November to 1 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver.

(f) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies.

(g) A written scheme of archaeological investigation in relation to the offshore Order limits seaward of mean high water, which must be submitted to the statutory historic body at least six months prior to commencement of the licensed activities and to the MMO at least four months prior to commencement of the licensed activities and which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body (and, if relevant, Suffolk County Council) to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) details of coastal interface;

(iii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iv) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(v) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(vi) monitoring of archaeological exclusion zones during and post construction, where required;

(vii) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS (Online AccesS to the Index of archaeological investigationS') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(viii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(ix) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(h) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least six months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase.

(i) An aids to navigation management plan to be approved in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 7 for the lifetime of the authorised scheme.

(j) A *Sabellaria* reef management plan, in accordance with the outline *Sabellaria* reef management plan, to be submitted to the MMO at least six months prior to undertaking any pre-construction geophysical survey detailed in the monitoring plan to be submitted under condition 13(1)(c)(i).

(2) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed—

(a) 4,000kJ in respect of monopile foundations; and

(b) 2,400kJ in respect of pin piles.

(3) Pre-construction archaeological investigations, UXO clearance and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of archaeological investigation which is itself in accordance with the details set out in the outline written scheme of investigation (offshore), and which has been submitted to and approved by the MMO in consultation with the statutory historic body.

14.—(1) Any archaeological reports produced in accordance with condition 13(1)(g)(iii) are to be approved by the statutory historic body.

(2) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted for approval at least six months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(3) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 13.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 13, unless otherwise agreed in writing by the MMO.

(5) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN543 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" and its annexes.

Reporting of engaged agents, contractors and vessels

15.—(1) The undertaker must provide the following information to the MMO—

(a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Pre-construction monitoring and surveys

16.—(1) The undertaker must, in discharging condition 13(1)(c), submit details (which accord with the in principle monitoring plan) for written approval by the MMO in consultation with the relevant statutory bodies of proposed pre-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format and content for a pre-construction baseline report; and

(a) the survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement; and

(b) the baseline report proposals must ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

(a) a survey to determine the location and extent of any *Sabellaria spinulosa* reef inside the area(s) within the Order limits in which it is proposed to carry out construction works;

(b) a full sea floor coverage swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN543 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer area around the site of each work, inclusive of seabed anomalies or sites of historic or archaeological interest that lie within the buffer;

(c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c); and

(d) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format in accordance with the agreed timetable,

unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation bodies.

Construction monitoring

17.—(1) The undertaker must, in discharging condition 13(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In any event, such monitoring must include measurements of noise generated by the installation of the first four piled foundations of each piled foundation type to be installed.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(4) Construction monitoring must include traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA.

Post construction

18.—(1) The undertaker must, in discharging condition 13(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with relevant statutory bodies of proposed post-construction surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

(a) appropriate surveys to determine any change in the location, extent and composition of any *Sabellaria spinulosa* reef identified in the pre-construction survey in the parts of the offshore Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction survey;

(b) within twelve months of completion of the licensed activities, one swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN543 and its annexes of the part(s) of the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables have been buried or protected;

(c) any marine mammal monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c);

(d) post-construction traffic monitoring in accordance with the outline navigation monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with Trinity House and the MCA; and

(e) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c).

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(4) Following installation of cables, the cable monitoring plan required under condition 13(1)(d)(ii)(cc) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the project and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.

Reporting of impact pile driving/detonation of explosives

19.—(1) Only when driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

(a) prior to the commencement of the licenced activities, information on the expected location, start and end dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Forward Look requirements;

(b) within 12 weeks of completion of impact pile driving/detonation of explosives, information on the locations and dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements

(2) The undertaker must notify the MMO of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within 7 days of the submission.

(3) For the purpose of this condition—

(a) *"Marine Noise Registry"* means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

(b) *"Forward Look"* and *"Close Out"* requirements are as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) or any updated information document.

Scour protection and cable protection during operation

20.—(1) During the period of five years following the completion of construction the undertaker must not install scour protection in locations where scour protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

(a) the need for and location of the scour protection;

(b) the type and sources of scour protection proposed to be used;

(c) the volume and area of scour protection proposed, together with details of the total volume and area of scour protection installed under this licence;

(d) installation methods for the scour protection; and

(e) a report to confirm the Environmental Statement predictions in relation to the potential impact of scour protection and that the data used is appropriate.

(2) The information required under paragraph (1) must be submitted to the MMO for approval at least four months prior to the date on which scour protection is intended for installation, unless otherwise agreed with the MMO.

(3) The installation of such scour protection must be undertaken in accordance with the details approved under paragraph (1).

(4) A close out report following each instance of installation of scour protection approved under paragraph (1) must be submitted to the MMO within three months of completion of the activity.

(5) Following the date of completion of construction, the undertaker must not install scour protection in locations where scour protection was not installed during construction unless approved under paragraph (1).

(6) During the period of five years following the completion of construction the undertaker must not install cable protection in locations where cable protection was not installed during construction until the following information has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body—

(a) the need for and location of the cable protection;

(b) the type and sources of cable protection proposed to be used;

(c) the volume and area of cable protection proposed, together with details of the total volume and area of cable protection installed under this licence;

(d) installation methods for the cable protection; and

(e) a report to confirm the Environmental Statement predictions in relation to the potential impact of cable protection and that the data used is appropriate.

(7) The information required under paragraph (6) must be submitted to the MMO for approval at least four months prior to the date on which cable protection is intended for installation, unless otherwise agreed with the MMO.

(8) The installation of such cable protection must be undertaken in accordance with the details approved under paragraph (6).

(9) A close out report following each instance of installation of cable protection approved under paragraph (6) must be submitted to the MMO within three months of completion of the activity.

(10) Following the date of completion of construction, the undertaker must not install cable protection in locations where cable protection was not installed during construction unless approved under paragraph (6).

Co-operation

21.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12(1), 13(1) and 22(1), the undertaker must provide a copy of the relevant plans and documentation to the East Anglia TWO undertaker to enable the East Anglia TWO undertaker to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12(1), 13(1) and 22(1) must be accompanied by any comments received by the undertaker from the East Anglia TWO undertaker in accordance with paragraph (1) or a statement from the undertaker confirming that no such comments were received.

(3) The undertaker must participate in liaison meetings with the East Anglia TWO undertaker as requested from time to time by the MMO in writing in advance, and such meetings will be chaired by the MMO and may consider such matters as are determined by the MMO relating to the efficient management and discharge of conditions 12(1), 13(1) and 22(1) of this licence and conditions 12(1), 13(1) and 22(1) of Schedule 14, Part 2 to the East Anglia TWO Order.

(4) For the purposes of this condition—

"East Anglia TWO authorised scheme" means Work Nos. 1 to 6 of the East Anglia TWO Order;

"East Anglia TWO Order" means the East Anglia TWO Offshore Wind Farm Order 20[xx]; and

"East Anglia TWO undertaker" means the undertaker in respect of the East Anglia TWO authorised scheme.

Southern North Sea Special Area of Conservation Site Integrity Plan

22.—(1) No piling activities can commence until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

Southern North Sea Special Area of Conservation Site Integrity Plan (UXO clearance)

23.—(1) No removal or detonation of UXO can take place until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (SNS SAC) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to removal or detonation of UXO as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted to the MMO no later than six months prior to removal or detonation of UXO being undertaken.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the pre-construction stage, in-combination with other plans and projects, is in line with the JNCC Guidance

Control of piling and UXO detonations

24.—(1) The undertaker must not—

(a) undertake pile driving in respect of more than one pile at the same time;

(b) undertake more than one UXO detonation at the same time; or

(c) undertake pile driving at the same time as undertaking a UXO detonation.

(2) In the event that pile driving or UXO detonation is being carried out under licence 1 (generation), the undertaker must not undertake pile driving or UXO detonation under this licence at the same time.

(3) During the winter period the undertaker must not carry out more than one pile driving activity or UXO detonation within a 24 hour period under this licence, alone or in-combination with pile driving or UXO detonations undertaken in accordance with licence 1 (generation).

(4) For the purpose of this condition—

(a) "winter period" means the period between 1 October to 31 March inclusive.

Herring spawning

25.—(1) The undertaker must not undertake pile driving or UXO detonations during the herring spawning period.

(2) The "herring spawning period" means a period of approximately 14 days between 1 November and 31 January to be confirmed in writing by the MMO following submission of a herring spawning report by the undertaker which analyses the International Herring Larval Survey data for the periods 1-15 January and 16-31 January for the preceding ten years in order to determine when the highest larval densities occur and which includes a methodology for the analysis.

(3) Unless otherwise agreed in writing with the MMO, the report referred in paragraph (2) must be submitted to the MMO at least six months prior to—

(a) the date on which it is intended for UXO clearance activities to begin; or

(b) the commencement of construction,

whichever is earlier.

Sediment sampling

26.—(1) The undertaker must not undertake dredge or disposal activities until the following have been submitted to and approved in writing by the MMO—

(a) details of an additional sediment contaminants sampling campaign; and

(b) a dredge and disposal process report detailing—

(i) the results of the sampling campaign referred to in paragraph (1)(a); and

(ii) the requirements to be adhered to during any dredge and disposal activities.

(2) Any dredge and disposal activities must be undertaken in accordance with the dredge and disposal process report approved under paragraph (1).

Completion of construction

27.—(1) The undertaker must submit a close out report to the MMO and the relevant statutory nature conservation body confirming the date of completion of construction within three months of the date of completion of construction.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

SCHEDULE 15

Article 27

Arbitration Rules

Primary objective

1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the Arbitrator is appointed pursuant to article 37 (arbitration) of the Order.

(2) The Arbitration shall be deemed to have commenced when a party ("the Claimant") serves a written notice of arbitration on the other party ("the Respondent").

Time periods

2.—(1) All time periods in these Arbitration Rules are measured in days and this will include weekends but not bank holidays specified in the Banking and Financial Dealings Act 1971 in respect of England and Wales.

(2) Time periods will be calculated from the day after the Arbitrator is appointed which shall be either—

(a) the date the Arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or

(b) the date the Arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the Arbitration is set out in sub–paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

(a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, the amount of its claim and/or the remedy it is seeking;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant's statements under sub–paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—

(a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;

(c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements under sub–paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

(a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the Respondent's submissions;

(c) any expert report in response to the Respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent;

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The seat, or place, of the arbitration shall be London, England, the governing law shall be the laws of England and the language of the arbitration proceedings shall be English. The proceedings shall be conducted in accordance with the Arbitration Act 1996, save where modified by these Rules.

(2) The Arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the Arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 business days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the Arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the Arbitrator, then any expert(s) attending the hearing may be asked questions by the Arbitrator.

(7) There is no process of examination and cross-examination of experts, but the Arbitrator shall invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is—

(a) at least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);

(b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and

(c) the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a Hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the award.

(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which he/she is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before him/her attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given shall be proportionate to the issues in dispute and the time available to the Arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996, including the non-mandatory sections, save where modified by these Rules.

(2) There must be no discovery or disclosure, except that the Arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the Arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders are to be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the Arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the Arbitrator. In the absence of agreement, the Arbitrator may vary the timescales and/or procedure—

(a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the Arbitrator must notify the parties that the award is completed, signed and dated, and that it is to be issued to the parties on receipt of cleared funds for the Arbitrator's fees and expenses.

Costs

6.—(1) The costs of the Arbitration must include the fees and expenses of the Arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the Arbitration.

(2) The final award must fix the costs of the arbitration and decide which of the parties must bear them or in what proportion they are to be borne by the parties.

(3) The Arbitrator must award recoverable costs on the general principle that costs follow the event, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 10, the hearings must take place in private unless otherwise agreed between the parties and any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party.

(3) The Arbitrator may direct that the whole or part of a hearing is to be private and/or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(4) Nothing in this paragraph shall prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

Conservatory and Interim Measures

8.—(1) Unless the parties have otherwise agreed, after the arbitration has commenced, the Arbitrator may, at the request of either party, order any conservatory or interim measure it deems appropriate. Any conservatory or interim measure shall be in the form of an order, giving reasons, or of an award, as the Arbitrator considers appropriate.

(2) Unless the parties have otherwise agreed, either party may apply to the courts of England and Wales for conservatory or interim measures.

(3) Such application by a party shall not be deemed to be an infringement or a waiver of the arbitration agreement, and shall not affect the relevant powers reserved to the Arbitrator.

Emergency Arbitrator

9.—(1) A party that requires urgent conservatory or interim measures that cannot await the appointment of an Arbitrator, may make an application for such measures to the Secretary of State.

(2) An application made under this paragraph shall contain the following information—

(a) name in full, description and address of each of the parties, and any representatives;

(b) description of the circumstances giving rise to the application and of the underlying dispute referred;

(c) a statement of the measures sought;

(d) the reasons why the party requires conservatory or interim measures that cannot await the appointment of an Arbitrator;

(e) details of any relevant agreements between the parties;

(f) any other information or documentation the party making the application considers appropriate.

(3) The Secretary of State must appoint an emergency arbitrator as soon as reasonably practicable and no later than three days after the application has been made.

(4) As soon as reasonably practicable, and no later than three days following the appointment of the emergency arbitrator, the Secretary of State must notify the parties of the appointment and must provide a copy of the application under sub-paragraph (2) to the emergency arbitrator.

(5) An emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute, and must ensure that each party has a reasonable opportunity to present its case.

(6) An emergency arbitrator must not act as Arbitrator in any arbitration relating to the dispute that gave rise to the application.

(7) If either party wishes to challenge the appointment of the emergency arbitrator, they must do so within three days of the notification by the Secretary of State of the appointment. Such a challenge shall be decided by the courts of England and Wales.

(8) The place of the emergency arbitration proceedings shall be London, England.

(9) The emergency arbitrator shall establish a procedural timetable for the emergency arbitration proceedings as soon as reasonably practicable and within three days of receipt of the application from the Secretary of State in accordance with sub-paragraph (5).

(10) Any decision of the emergency arbitrator shall take the form of an order. The order shall be made in writing, dated, signed and include reasons upon which it is based. The order shall be made no later than 14 days following receipt of the application from the Secretary of State in accordance with sub-paragraph (5).

(11) Any order under this paragraph is binding on the parties, and parties undertake to comply with an order made by the emergency arbitrator. The order shall only cease to be binding upon one of the following—

(a) the acceptance by the courts of a challenge against the emergency arbitrator, pursuant to paragraph 8;

(b) the Arbitrator's final award, unless the Arbitrator expressly decides otherwise; or

(c) the withdrawal of all claims or the termination of the arbitration before the rendering of a final award.

(12) The emergency arbitrator's order shall not bind the Arbitrator in any way.

(13) The Arbitrator shall decide upon any party's requests or claims related to the emergency arbitration proceedings, including costs of such proceedings, and any claims arising out of or in connection with the compliance or non-compliance with the order.

(14) This paragraph is not intended to prevent any party from seeking urgent conservatory or interim measures from the courts of England and Wales at any time, under section 44(3) of the Arbitration Act 1996. Any such application and measures taken must be notified to the Secretary of State.

SCHEDULE 16

Article 38

Procedure for discharge of requirements

Applications made for certain approvals

1.—(1) Where an application has been made to a discharging authority for any consent, agreement or approval required or contemplated by any of the requirements within Part 3 of Schedule 1 (requirements) to this Order—

(a) the undertaker must give the discharging authority sufficient information to identify the requirement(s) to which the application relates; and

(b) the undertaker must provide such particulars, plans and drawings as are reasonably considered necessary to deal with the application.

(2) The discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(3) For the purposes of this paragraph, the decision period is—

(a) where no further information is requested under paragraph 2 (further information), 56 days from the day immediately following that on which the application is received by the discharging authority;

(b) where further information is requested under paragraph 2 (further information) 42 days from the day immediately following that on which the further information has been supplied by the undertaker under paragraph 2; or

(c) 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 (a) or (b).

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 reasonably necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary it must, as soon as reasonably practicable and within 20 business days of receipt of the application notify the undertaker in writing specifying the further information required.

(3) If the discharging authority does not give such notification as specified in sub-paragraph (2) it is to be deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

(4) A discharging authority may request further information under sub-paragraph (1) on more than one occasion provided that all such requests are made within the period specified by sub-paragraph (2).

Appeals

3.—(1) The undertaker may appeal to the Secretary of State in the event that—

(a) the discharging authority refuses an application for any consent, agreement or approval required or contemplated by a requirement contained within Part 3 of Schedule 1 (requirements) to this Order or grants it subject to conditions to which the undertaker objects;

(b) the discharging authority does not give notice of its decision to the undertaker within the decision period specified in paragraph 1 (applications made for certain approvals);

(c) on receipt of a request for further information under paragraph 2 (further information) 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 appeal process is as follows—

(a) the undertaker must submit the appeal documentation to the Secretary of State, which must include a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide;

(b) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority and the relevant consultees (if applicable);

(c) as soon as is practicable after receiving the appeal documentation, but in any event within 10 business days of 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;

(d) the discharging authority and the relevant consultees must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under sub-paragraph (c) 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;

(e) the appeal parties shall make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above.

(3) The appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and within 40 business days of—

(a) the deadline within sub-paragraph (2)(e); or

(b) the deadline for written submissions in respect of further information submitted in accordance with sub-paragraph (5),

whichever is later.

(4) If the appointed person considers that further information is necessary to enable consideration of the appeal the appointed person must, as soon as practicable, and within 10 business days of the deadline for submissions in accordance with sub-paragraph (2)(e), or where further information has already been requested, within 10 business days of the deadline for written submissions in accordance sub-paragraph (5), 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.

(5) Any further information required under sub-paragraph (4) is to 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. 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 business days of that date.

(6) On an appeal under this paragraph, 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 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.

(8) The decision of the appointed person on an appeal is to be final and binding on the appeal parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person under this Schedule, it is deemed to be an approval for the purpose of any consent, agreement or approval required under Part 3 of Schedule 1 (requirements) as if it had been given by the discharging authority.

(10) Except where a direction is given under sub-paragraph (11) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person are to be met by the undertaker.

(11) 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 is to be made, the appointed person must have regard to the Planning Practice Guidance published by the Department for Communities and Local Government on 6th March 2014 or any circular or guidance which may from time to time replace it.

Interpretation of Schedule 16

4. In this Schedule—

"the appeal parties" means the discharging authority, the undertaker and any relevant consultees.

"business day" means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971;

"discharging authority" means the body responsible for giving consent, agreement or approval pursuant to a requirement within Part 3 of Schedule 1 (requirements) to this Order;

"relevant consultee" means any body named in a requirement which is required to be consulted by the discharging authority in discharging that requirement.

SCHEDULE 17

Article 36

Documents to be certified

PART 1

Documents forming the environmental statement to be certified

(1)	*(2)*	*(3)*	*(4)*	*(5)*
Document Reference (and relevant ES Chapters)	*Examination Library Reference (and relevant ES Chapter reference)*	*Document Name*	*Version*	*Date*
6.1	APP-049 to APP-079	Environmental Statement	1	25 October 2019
6.2	APP-080 to APP-441	Figures	1	25 October 2019
6.3	APP-442 to APP-571	Technical Appendices	1	25 October 2019
ExA.WQ-1.A10.D1.V1 (Chapter 6)	REP1-099 (APP-054)	Applicants' Responses to WQ1 Appendix 10 Landfall Indicative HDD Working Area	1	Deadline 1 2 November 2020
ExA.WQ-	REP1-100	Applicants'	1	Deadline 1

1.A11.D1.V1 (Chapter 6)	(APP-054)	Responses to WQ1 Appendix 11 Landfall HDD Cross Sections		2 November 2020
ExA.AS-13.D6.V1 (Chapter 6)	REP6-024 (APP-054)	HDD Verification Clarification Note	1	Deadline 6 24 February 2021
ExA.WQ-1.A6.D1.V1 (Chapter 6)	REP1-090 (APP-054)	Applicants' Responses to WQ1 Appendix 6 Illustrative Open Trench and Trenchless Onshore Cable Route	1	Deadline 1 2 November 2020
ExA.WQ-1.A7.D1.V1 (Chapter 6)	REP1-091 (APP-054)	Applicants' Responses to WQ1 Appendix 7 Onshore Crossing Schedule	1	Deadline 1 2 November 2020
ExA.AS-10.D3.V1 (Chapter 6)	REP3-056 (APP-054)	Onshore Cable Route Works Programme Clarification Note	1	Deadline 3 15 December 2020
ExA.AS-11.D3.V1 (Chapter 6) (Chapter 29)	REP3-057 (APP-054) (APP-077)	Onshore Substations Update Clarification Note	1	Deadline 3 15 December 2020
ExA.AS-12.D3.V1 (Chapter 6)	REP3-058 (APP-054)	Construction in Proximity to Properties	1	Deadline 3 15 December 2020
6.3.6.2 (Chapter 6)	REP8-XXX (APP-054)	EA1N Environmental Statement Appendix 6.2 Relationship of Onshore Plans Secured by the DCO	5	Deadline 8 25 March 2021
6.3.6.3 (Chapter 6)	REP8-XXX (APP-054)	EA1N Environmental Statement Appendix 6.3 Relationship of Offshore Plans Secured by the DCO	5	Deadline 8 25 March 2021
6.3.6.4 (Chapter 6)	REP3-020 (APP-054)	EA1N Environmental Statement Appendix 6.4 Cumulative	2	Deadline 3 15 December 2020

		Project Description		
ExA.RRA6.D0.V1 (Chapters 7 to 17)	AS-043 (APP-055 to APP-065)	Applicant's Responses to Relevant Representations Appendices. Appendix 6 Disposal Site Locations (Windfarm Site)	1	11 June 2020
ExA.RRA2.D0.V1 (Chapter 7)	AS-039 (APP-055)	Applicant's Responses to Relevant Representations Appendices. Appendix 2 Wave Climatology Clarification Note	1	11 June 2020
ExA.AS-13.D3.V1 (Chapter 7) (Chapter 9) (Chapter 10) (Chapter 12)	REP3-059 (APP-055) (APP-057) (APP-058) (APP-060)	Effects on Supporting Habitats of Outer Thames Estuary SPA Clarification Note	1	Deadline 3 15 December 2020
ExA.RRA3.D0.V1 (Chapter 10)	AS-040 (APP-058)	Applicant's Responses to Relevant Representations Appendices. Appendix 3 Fish and Shellfish Ecology Clarification Note	1	11 June 2020
ExA.AS-3.D2.V1 (Chapter 12)	REP2-006 (APP-060)	Cumulative Auk Displacement, Seabird Assemblage Assessment of FFC SPA and Gannet PVA	1	Deadline 2 17 November 2020
ExA.AS-10.D8.V4 (Chapter 12)	REP8-XXX (APP-060)	Displacement of red-throated divers in the Outer Thames Estuary SPA	4	Deadline 8 25 March 2021
ExA.AS-15.D8.V1 (Chapter 14)	REP8-XXX (APP-062)	Underwater Noise Modelling Update	1	Deadline 8 25 March 2021
ExA.AS-20.D1.V1 (Chapter 19)	REP1-040 (APP-067) (APP-074)	Deadline 1 Air Quality Clarification Note	1	Deadline 1 2 November 2020

(Chapter 26)				
ExA.AS-16.D3.V1 (Chapter 19)	REP3-061 (APP-067)	Deadline 3 Air Quality Clarification Note	1	Deadline 3 15 December 2020
ExA.WQ-1.A8.D1.V1 (Chapter 20)	REP1-092 (APP-068)	Applicants' Responses to WQ1 Appendix 8 Environment Agency Flood Zones	1	Deadline 1 2 November 2020
ExA.AS-9.D4.V2 (Chapter 20)	REP4-044 (APP-068)	SuDS Infiltration Note	2	Deadline 4 13 January 2021
ExA.AS-12.D6.V1 (Chapter 18)(Chapter 20)	REP6-021 (APP-066) (APP-068)	Landfall Hydrogeological Risk Assessment	1	Deadline 6 24 February 2021
ExA.AS-13.D8.V1 (Chapter 20)	REP8-XXX (APP-068)	Flood Risk and Drainage Clarification Note	1	Deadline 8 25 March 2021
ExA.AS-11.D1.V1 (Chapter 21)	REP1-022 (APP-069)	Land Use Clarification Note	1	Deadline 1 2 November 2020
ExA.WQ-1.A4.D1.V1 (Chapter 22)	REP1-088 (APP-070)	Applicants' Responses to WQ1 Appendix 4 Ecological Mitigation Works	1	Deadline 1 2 November 2020
ExA.AS-12.D1.V1 (Chapter 22)	REP1-023 (APP-070)	Onshore Ecology Clarification Note	1	Deadline 1 2 November 2020
ExA.AS-16.D1.V1 (Chapter 22)	REP1-035 (APP-070)	Ecological Enhancement Clarification Note	1	Deadline 1 2 November 2020
ExA.AS-14.D3.V1 (Chapter 22)	REP3-060 (APP-070)	Deadline 3 Onshore Ecology Clarification Note	1	Deadline 3 15 December 2020
ExA.AS-10.D4.V1 (Chapter 22)	REP4-005 (APP-070)	Deadline 4 Onshore Ecology Clarification Note	1	Deadline 4 13 January 2021
ExA.AS-28.D6.V1 (Chapter 22)	REP6-035 (APP-070)	Ecology Survey Results: February 2021	1	Deadline 6 24 February 2021
ExA.AS-16.D8.V1 (Chapter 22)	REP8-XXX (APP-070)	Ecological Enhancement Clarification Note Addendum	1	Deadline 8 25 March 2021
ExA.AS-10.D1.V1 (Chapter 24)	REP1-021 (APP-072)	Archaeology and Cultural Heritage Clarification	1	Deadline 1 2 November 2020

(Chapter 29)	(APP-077)	Note		
ExA.AS-13.D1.V1 (Chapter 24)	REP1-024 (APP-072)	Pre-Construction Trial Trenching Report	1	Deadline 1 2 November 2020
ExA.AS-14.D1.V1 (Chapter 24)	REP1-025 to REP1-033 (APP-072)	Onshore Archaeology Geophysical Survey Report (Parts 1 to 9)	1	Deadline 1 2 November 2020
ExA.AS-15.D1.V1 (Chapter 24)	REP1-034 (APP-072)	Onshore Archaeology Earthworks Report	1	Deadline 1 2 November 2020
ExA.AS-29.D8.V1 (Chapter 24)	REP8-XXX (APP-072)	Cultural heritage Viewpoint 5 Additional Visualisation	1	Deadline 8 25 March 2021
ExA.AS-16.D3.V1 (Chapter 24) (Chapter 29)	REP3-062 to REP3-068 (APP-072) (APP-077)	Updated Photomontages Clarification Note	1	Deadline 3 15 December 2020
ExA.AS-11.D4.V1 (Chapter 24)	REP4-006 (APP-072)	Heritage Assessment Addendum	1	Deadline 4 13 January 2021
ExA.AS-11.D4.V1_001 (Chapter 24)	REP4-007 (APP-072)	Heritage Assessment Addendum Appendix 1 CHVP2 –PRoW between Friston Hall and Friston (Appendix 24.7, Figure 7 Update)	2	Deadline 4 13 January 2021
ExA.AS-11.D4.V1_002 (Chapter 24)	REP4-008 (APP-072)	Heritage Assessment Addendum Appendix 2 CHVP3 – PRoW between Moor Farm and Little Moor Farm (Appendix 24.7, Figure 8 Update)	3	Deadline 4 13 January 2021
ExA.AS-11.D4.V1_003 (Chapter 24)	REP4-009 (APP-072)	Heritage Assessment Addendum Appendix 3 CHVP4 – PRoW to east of Little Moor Farm (Appendix 24.7, Figure 9 Update)	3	Deadline 4 13 January 2021
ExA.AS-11.D4.V1_004 (Chapter 24)	REP4-010 (APP-072)	Heritage Assessment Addendum Appendix 4	3	Deadline 4 13 January 2021

		CHVP5 – PRoW at Woodside Farm (Appendix 24.7, Figure 10 Update)		
ExA.AS-11.D4.V1_005 (Chapter 24)	REP4-011 (APP-072)	Heritage Assessment Addendum Appendix 5 CHVP7 – Friston House (b) (Appendix 24.7, Figure 12 Update)	2	Deadline 4 13 January 2021
ExA.AS-11.D4.V1_006 (Chapter 24)	REP4-012 (APP-072)	Heritage Assessment Addendum Appendix 6 CHVP8 – Friston War Memorial (Appendix 24.7, Figure 13 Update)	2	Deadline 4 13 January 2021
ExA.AS-14.D8.V1 (Chapter 25)	REP8-XXX (APP-073)	Applicants' Position Statement on Noise	1	Deadline 8 25 March 2021
ExA.AS-8.D2.V1 (Chapter 25)	REP2-011 (APP-073)	Noise and Vibration Assessment Clarification Note	1	Deadline 2 17 November 2020
ExA.AS-8.D4.V1 (Chapter 25)	REP4-043 (APP-073)	Noise Modelling Clarification Note	1	Deadline 4 13 January 2021
ExA.WQ-1.A14.D1.V1 (Chapter 26)	REP1-103 (APP-074)	Applicants' Responses to WQ1 Appendix 14 Junction Locations	1	Deadline 1 2 November 2020
ExA.AS-8.D1.V1 (Chapter 26)	REP1-048 (APP-074)	Traffic and Transport Clarification Note for Deadline 1	1	Deadline 1 2 November 2020
ExA.AS-6.D6.V2 (Chapter 26)	REP6-043 (APP-074)	Sizewell C Cumulative Impact Assessment Note (Traffic and Transport)	2	Deadline 6 24 February 2021
ExA.AS-9.D3.V1 (Chapter 26)	REP3-055 (APP-074)	Traffic and Transport Clarification Note for Deadline 3	1	Deadline 3 15 December 2020

ExA.AS-26.D4.V1 (Chapter 26)	REP4-027 (APP-074)	Traffic and Transport Deadline 4 Clarification Note	1	Deadline 4 13 January 2021
ExA.AS-9.D1.V1 (Chapters 27 to 30)	REP1-049 (APP-075 to APP-078)	Public Rights of Way Clarification Note	1	Deadline 1 2 November 2020
ExA.AS-5.D2.V1 (Chapter 28) (Chapter 29)	REP2-008 (APP-076) (APP-077)	Effects with Regard to the Statutory Purposes of the Suffolk Coast and Heaths Area of Outstanding Natural Beauty and Accordance with NPS Policy	1	Deadline 2 17 November 2020
ExA.AS-33.D8.V1 (Chapter 28)	REP8-XXX (APP-076)	Landscape and Visual: Sizewell C Cumulative Impact Assessment	1	Deadline 8 25 March 2021
ExA.WQ-1.A9.1.D1.V1 (Chapter 29)	REP1-093 (APP-077)	Applicants' Responses to WQ1 Appendix 9.1 EA1N Annotated Viewpoint 1	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.2.D1.V1 (Chapter 29)	REP1-094 (APP-077)	Applicants' Responses to WQ1 Appendix 9.2 EA1N Annotated Viewpoint 3	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.3.D1.V1 (Chapter 29)	REP1-095 (APP-077)	Applicants' Responses to WQ1 Appendix 9.3 EA1N Annotated Viewpoint 4	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.4.D1.V1 (Chapter 29)	REP1-096 (APP-077)	Applicants' Responses to WQ1 Appendix 9.4 EA1N Annotated Viewpoint 5	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.5.D1.V1 (Chapter 29)	REP1-097 (APP-077)	Applicants' Responses to WQ1 Appendix 9.5 EA1N Annotated Viewpoint 8	1	Deadline 1 2 November 2020
ExA.WQ-1.A9.6.D1.V1	REP1-098 (APP-077)	Applicants' Responses to	1	Deadline 1 2 November

(Chapter 29)		WQ1 Appendix 9.6 EA1N Annotated Viewpoint 14		2020
ExA.AS-7.D2.V1 (Chapter 29)	REP2-010 (APP-077)	Sizewell C Cumulative Impact Assessment Note (Landscape and Visual)	1	Deadline 2 17 November 2020
ExA.AS-3.D4.V1 (Chapter 29)	REP4-031 (APP-077)	Landscape and Visual Impact Assessment Addendum	1	Deadline 4 13 January 2021
ExA.AS-3.D4.V1_001 (Chapter 29)	REP4-032 (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 1 Viewpoint 1 – Public Right of Way (PRoW) near Friston House (Figure 29.13 Update)	1	Deadline 4 13 January 2021
ExA.AS-3.D4.V1_002 (Chapter 29)	REP4-033 (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 2 Viewpoint 2 – Friston, Church Road (Figure 29.14 Update)	1	Deadline 4 13 January 2021
ExA.AS-3.D4.V1_003 (Chapter 29)	REP4-034 (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 3 Viewpoint 3 – Grove Road, near Pear Tree Farm (Figure 29.15 Update)	1	Deadline 4 13 January 2021
ExA.AS-3.D4.V1_004 (Chapter 29)	REP4-035 (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 4 Viewpoint 4 – Grove Road, near Church Road (Friston) (Figure 29.16 Update)	1	Deadline 4 13 January 2021
ExA.AS-3.D4.V1_005 (Chapter 29)	REP4-036 (APP-077)	Landscape and Visual Impact Assessment	1	Deadline 4 13 January 2021

		Addendum Appendix 5 Viewpoint 5 – PRoW near Moor Farm (Figure 29.17 Update)		
ExA.AS-3.D4.V1_006 (Chapter 29)	REP4-037 (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 6 Viewpoint 6 – Friston, Village Green (Figure 29.18 Update)	1	Deadline 4 13 January 2021
ExA.AS-3.D4.V1_007 (Chapter 29)	REP4-038 (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 7 Viewpoint 8 – Saxmundham Road (North of Friston) (Figure 29.20 Update)	1	Deadline 4 13 January 2021
ExA.AS-3.D4.V1_008 (Chapter 29)	REP4-039 (APP-077)	Landscape and Visual Impact Assessment Addendum Appendix 8 Viewpoint 9 – B1121 Aldeburgh Road, south of Friston (Figure 29.21 Update)	1	Deadline 4 13 January 2021
ExA.AS-6.D7.V1 (Chapter 29)	REP7-062 (APP-077)	Updated Figure 29.37- Viewpoint 5 Public Rights of Way, near Moor Farm (with National Grid GIS Substation)	1	Deadline 7 4 March 2021
ExA.AS-28.D8.V1_01 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages: Figure 29.13 Update Viewpoint 1 Public Rights of Way near Friston House	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_02 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages: Figure 29.14	1	Deadline 8 25 March 2021

		Update Viewpoint 2 Friston, Church Road		
ExA.AS-28.D8.V1_03 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages: Figure 29.17 Update Viewpoint 5 Public Rights of Way, near Moor Farm	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_04 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages: Figure 29.20 Update Viewpoint 8 Saxmundham Road (North of Friston)	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_05 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages: Figure 29.21 Update Viewpoint 9: B1121 Aldeburgh Road (south of Friston)	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_06 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages: CHVP3 – PRoW between Moor Farm and Little Moor Farm (Appendix 24.7, Figure 8-Update)	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_07 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages CHVP4 – PRoW to east of Little Moor Farm (Appendix 24.7, Figure 9-Update)	1	Deadline 8 25 March 2021
ExA.AS-28.D8.V1_08 (Chapter 29)	REP8-XXX (APP-077)	National Grid GIS Substation Photomontages: CHVP5 – PRoW at Woodside Farm (Appendix 24.7, Figure 10-Update)	1	Deadline 8 25 March 2021
ExA.AS-	REP8-XXX	Different colour	1	Deadline 8

30.D8.V1_01 (Chapter 29)	(APP-077)	schemes for Substations Design Principles Statement: Viewpoint 1 Public Rights of Way near Friston House		25 March 2021
ExA.AS-30.D8.V1_02 (Chapter 29)	REP8-XXX (APP-077)	Different colour schemes for Substations Design Principles Statement: Viewpoint 2 Friston, Church Road	1	Deadline 8 25 March 2021
ExA.AS-30.D8.V1_03 (Chapter 29)	REP8-XXX (APP-077)	Different colour schemes for Substations Design Principles Statement: Viewpoint 9 – B1121 Aldeburgh Road, south of Friston	1	Deadline 8 25 March 2021
ExA.AS-31.D8.V1_01 (Chapter 29)	REP8-XXX (APP-077)	Viewpoint Photomontages with Potential National Grid Extension Bays: Figure 29.14 Update Viewpoint 2 Friston, Church Road	1	Deadline 8 25 March 2021
ExA.AS-31.D8.V1_02 (Chapter 29)	REP8-XXX (APP-077)	Viewpoint Photomontages with Potential National Grid Extension Bays: Figure 29.17 Update Viewpoint 5 Public Rights of Way, near Moor Farm	1	Deadline 8 25 March 2021
ExA.AS-31.D8.V1_03 (Chapter 29)	REP8-XXX (APP-077)	Viewpoint Photomontages with Potential National Grid Extension Bays: Figure 29.20 Update Viewpoint 8 Saxmundham Road (North of Friston)	1	Deadline 8 25 March 2021

ExA.AS-31.D8.V1_04 (Chapter 29)	REP8-XXX (APP-077)	Viewpoint Photomontages with Potential National Grid Extension Bays: CHVP3 – PRoW between Moor Farm and Little Moor Farm (Appendix 24.7, Figure 8-Update)	1	Deadline 8 25 March 2021
ExA.AS-31.D8.V1_05 (Chapter 29)	REP8-XXX (APP-077)	Viewpoint Photomontages with Potential National Grid Extension Bays: CHVP4 – PRoW to east of Little Moor Farm (Appendix 24.7, Figure 9-Update)	1	Deadline 8 25 March 2021
ExA.AS-32.D8.V1 (Chapter 29)	REP8-XXX (APP-077)	Extension of National Grid Substation Appraisal	1	Deadline 8 25 March 2021
ExA.AS-17.D1.V1 (Chapter 30)	REP1-036 (APP-078)	Socio-Economics and Tourism Clarification Note (SZC CIA)	1	Deadline 1 2 November 2020
ExA.WQ-1.A13.D1.V1 (Chapter 30)	REP1-102 (APP-078)	Applicants' Responses to WQ1 Appendix 13 Tourism Impact Review	1	Deadline 1 2 November 2020
5.3	APP-043	Habitat Regulations Assessment - Information to Support the Appropriate Assessment Report	1	25 October 2019
5.3.1	APP-044	Habitat Regulations Assessment - Appendix 1 - Information to Support AA Report - HRA Screening Report	1	25 October 2019
5.3.2	REP3-016	Habitat Regulations Assessment Appendix 2 – Information to Support AA Report –	3	Deadline 3 15 December 2020

		Screening Matrices		
5.3.3	APP-046	Habitat Regulations Assessment - Appendix 3 - Information to Support AA Report - Integrity Matrices	1	25 October 2019
ExA.As-19.D1.V1 (Chapter 11)	REP1-038 (APP-059)	Information to Support AA – Addendum for Marine Mammals	1	Deadline 1 2 November 2020
ExA.AS-7.D4.V1 (Information to Support Appropriate Assessment Report)	REP4-042 (APP-043 to APP-047)	Deadline 4 Offshore Ornithology Cumulative and In Combination Collision Risk Update	1	Deadline 4 13 January 2021
ExA.AS-11.D8.V1 (Information to Support Appropriate Assessment Report)	REP8-XXX (APP-043 to APP-047)	Deadline 8 Offshore Ornithology Cumulative and In Combination Collision Risk Update	1	Deadline 8 25 March 2021

PART 2

Other documents to be certified

(1)	*(2)*	*(3)*	*(4)*	*(5)*
Document Reference	*Examination Library Reference*	*Document Name*	*Version*	*Date*
2.2	REP7-004	Land Plans (onshore)	4	Deadline 7 4 March 2021
2.2.1	REP3-005	Land Plans (offshore)	3	Deadline 3 15 December 2020
2.3.1	REP3-007	Works Plans (offshore)	2	Deadline 3 15 December 2020
2.3.2	REP7-005	Works Plans (onshore)	5	Deadline 7 4 March 2021
2.4	APP-012	Access to Works Plan	1	25 October 2019
2.5	REP3-008	Temporary Stopping up of Public Rights of Way Plan	2	Deadline 3 15 December 2020

2.6	REP3-009	Permanent Stopping up of Public Rights of Way Plan	2	Deadline 3 15 December 2020
2.10	REP3-010	Important Hedgerows and Tree Preservation Order Plan	2	Deadline 3 15 December 2020
2.12	REP3-004	Order limits boundary coordinates plan (offshore)	2	Deadline 3 15 December 2020
4.3	REP8-XXX	Book of Reference	7	Deadline 8 25 March 2021
8.1	REP8-XXX	Outline Code of Construction Practice	5	Deadline 8 25 March 2021
8.3	APP-580	Design and Access Statement	1	25 October 2019
8.4	REP3-024	Outline Public Rights of Way Strategy	2	Deadline 3 15 December 2020
8.5	REP6-005	Outline Written Scheme of Investigation (Onshore Archaeology)	3	Deadline 6 24 February 2021
8.6	REP3-028	Outline Written Scheme of Investigation (Offshore)	2	Deadline 3 15 December 2020
8.7	REP8-XXX	Outline Landscape and Ecological Management Strategy	4	Deadline 8 25 March 2021
8.9	REP8-XXX	Outline Construction Traffic Management Plan	4	Deadline 8 25 March 2021
8.10	REP8-XXX	Outline Access Management Plan	4	Deadline 8 25 March 2021
8.11	REP8-XXX	Outline Travel Plan	3	Deadline 8 25 March 2021
8.12	REP7-027	Outline Offshore Operations and Maintenance Plan	3	Deadline 7 4 March 2021
8.13	REP8-XXX	Offshore In Principle Monitoring Plan	4	Deadline 8 25 March 2021
8.14	REP8-XXX	Draft Marine Mammal Mitigation	4	Deadline 8 25 March 2021

		Protocol		
8.17	REP8-XXX	In Principle East Anglia ONE North Project Southern North Sea SAC Site Integrity Plan	4	Deadline 8 25 March 2021
8.18	APP-595	Outline Navigation Monitoring Strategy	1	25 October 2019
8.20	REP1-019	Outline pre-commencement archaeology execution plan	2	Deadline 1 2 November 2020
ExA.AS-2.D8.V3	REP8-XXX	Outline Landfall Construction Method Statement	3	Deadline 8 25 March 2021
ExA.AS-3.D6.V2	REP6-036	Outline SPA Crossing Method Statement	2	Deadline 6 24 February 2021
ExA.AS-6.D8.V2	REP8-XXX	Outline Sizewell Gap Construction Method Statement	2	Deadline 8 25 March 2021
ExA.AS-5.D3.V2	REP3-050	Outline Fisheries Liaison and Coexistence Plan	2	Deadline 1 15 December 2020
ExA.AS-4.D6.V3	REP6-039	Outline *Sabellaria* Reef Management Plan	3	Deadline 6 24 February 2021
ExA.AS-3.D8.V4	REP8-XXX	Outline Operational Drainage Management Plan	4	Deadline 8 25 March 2021
ExA.AS-9.D8.V3	REP8-XXX	Outline Port Construction Traffic Management and Travel Plan	3	Deadline 8 25 March 2021
ExA.AS-5.D8.V3	REP8-XXX	Outline Watercourse Crossing Method Statement	3	Deadline 8 25 March 2021
ExA.AS-12.D8.V3	REP8-XXX	Best Practice Protocol for Minimising Disturbance to Red-Throated Diver	3	Deadline 8 25 March 2021
ExA.AS-14.D4.V1	REP4-015	Outline Landscape Mitigation Plan	1	Deadline 4 13 January 2021

ExA.AS-4.D8.V2	REP8-XXX	Substations Design Principles Statement	2	Deadline 8 25 March 2021
ExA.AS-8.D8.V2	REP8-XXX	[Offshore Ornithology Without Prejudice Compensation Measures]	2	Deadline 8 25 March 2021
ExA.AS-35.D8.V2	REP8-XXX	Activity Exclusion Zones Plan	2	Deadline 8 25 March 2021
ExA.AS-15.D7.V1	REP7-037	Sizewell C Order Limits Interaction – Offshore Plan	1	Deadline 7 4 March 2021
ExA.AS-34.D8.V1	REP8-XXX	Layout Principles Statement	1	Deadline 8 25 March 2021

[SCHEDULE 18]

Article 44

[Offshore Ornithology Compensation Measures]

[PART 1]

[Kittiwake Compensation Measures]

1. [In this Part—

"the kittiwake compensation plan" means Appendix 1 of the Offshore Ornithology Without Prejudice Compensation Measures.

2. The authorised development may not be commenced until a plan for the work of the kittiwake compensation steering group ("KCSG") has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the KCSG;

(b) details of the membership of the KCSG;

(c) details of the schedule of meetings, timetable for preparation of the kittiwake implementation and monitoring plan (the "KIMP") and reporting and review periods; and

(d) the dispute resolution mechanism.

3. The KIMP must be submitted to the Secretary of State for approval (in consultation with the MMO, the local planning authority for the land containing the artificial nest site, and Natural England). The KIMP must be based on the strategy for kittiwake compensation set out in the kittiwake compensation plan and include—

(a) details of the location where compensation measures will be deployed and details of agreements demonstrating how the land and/or rights will or have been secured to deliver the ecology objectives of the KIMP;

(b) details of designs of the artificial nest site including the type of nesting structure; and how risks from avian or mammalian predation and unauthorised human access will be mitigated;

(c) an implementation timetable for delivery of the artificial nest structure that ensures relevant compensation measures are in place prior to the operation of any wind turbine generator forming part of the authorised development;

(d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of KCSG consultations and project reviews; details of the factors used to trigger alternative compensation measures and/or adaptive management measures; and annual reporting to the Secretary of State; and

(e) details of the artificial nesting site maintenance schedule.

4. The undertaker must not commence the authorised development unless it has first—

(a) provided a reasonable estimate of the cost of delivery of the compensation measures; and

(b) put in place either—

(i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or

(ii) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

5. The undertaker must implement the measures as set out in the KIMP approved by the Secretary of State and no wind turbine generator forming part of the authorised development may begin operation until the implementation of relevant measures as set out in the KIMP.

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the KIMP.

7. The artificial nest structure must not be decommissioned without written approval of the Secretary of State.

8. The KIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved KIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the kittiwake compensation plan.]

[PART 2]

[Gannet Compensation Measures]

1. [In this Part—

"the gannet compensation plan" means Appendices 2 and 7 of the Offshore Ornithology Without Prejudice Compensation Measures.

2. The authorised development may not be commenced until a plan for the work of the gannet compensation steering group ("GaCSG") has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the GaCSG;

(b) details of the membership of the GaCSG;

(c) details of the schedule of meetings, timetable for preparation of the gannet implementation and monitoring plan (the "GaIMP") and reporting and review periods; and

(d) the dispute resolution mechanism.

3. The GaIMP must be submitted to the Secretary of State for approval (in consultation with the MMO, the local planning authority for the land containing any artificial nest site, and Natural

England). The GaIMP must be based on the strategy for gannet compensation set out in the gannet compensation plan and include—

(a) details of the location where compensation measures will be deployed and details of agreements demonstrating how any land and/or rights will or have been secured to deliver the ecology objectives of the GaIMP;

(b) details of designs of any artificial nest site including the type of nesting structure; and how risks from avian or mammalian predation and unauthorised human access will be mitigated, where appropriate;

(c) an implementation timetable for delivery of any artificial nest structure that ensures relevant compensation measures are in place prior to the operation of any wind turbine generator forming part of the authorised development;

(d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of GaCSG consultations and project reviews; details of the factors used to trigger alternative compensation measures and/or adaptive management measures; and annual reporting to the Secretary of State;

(e) details of the maintenance schedule for any artificial nesting site; and

(f) details of the work in respect of ornithological by-catch measures as set out in Appendix 7 of the Offshore Ornithology Without Prejudice Compensation Measures, that could support practical management measures to reduce ornithological by-catch, and which would be undertaken alongside or in place of the artificial nest site installation.

4. The undertaker must not commence the authorised development unless it has first—

(a) provided a reasonable estimate of the cost of delivery of the compensation measures; and

(b) put in place either—

(i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or

(ii) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

5. The undertaker must implement the measures as set out in the GaIMP approved by the Secretary of State and no wind turbine generator forming part of the authorised development may begin operation until the implementation of relevant measures as set out in the GaIMP.

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the GaIMP.

7. Any artificial nest structure installed must not be decommissioned without written approval of the Secretary of State.

8. The GaIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved GaIMP must be in accordance with the principles set out in the gannet compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the gannet compensation plan.]

[PART 3]

[Guillemot Compensation Measures]

1. [In this Part—

"the guillemot compensation plan" means Appendices 3 and 7 of the Offshore Ornithology Without Prejudice Compensation Measures.

2. The authorised development may not be commenced until a plan for the work of the guillemot compensation steering group ("GuCSG") has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the GuCSG;

(b) details of the membership of the GuCSG;

(c) details of the schedule of meetings, timetable for preparation of the guillemot implementation and monitoring plan (the "GuIMP") and reporting and review periods; and

(d) the dispute resolution mechanism.

3. The GuIMP must be submitted to the Secretary of State for approval (in consultation with the MMO, the local planning authority or local planning authorities for any land containing rat colonies to be the subject of an eradication programme, and Natural England). The GuIMP must be based on the strategy for guillemot compensation set out in the guillemot compensation plan and include—

(a) details of the location where compensation measures will be deployed and details of agreements demonstrating how any land and/or rights will or have been secured to deliver the ecology objectives of the GuIMP;

(b) details of methodology for any eradication programme;

(c) an implementation timetable for delivery of any eradication programme that ensures the initial eradication programme has been completed prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;

(d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of GuCSG consultations and project reviews; details of the factors used to trigger alternative compensation measures, a further eradication programme and/or adaptive management measures; and annual reporting to the Secretary of State; and

(e) details of the work in respect of ornithological by-catch measures as set out in Appendix 7 of the Offshore Ornithology Without Prejudice Compensation Measures, that could support practical management measures to reduce ornithological by-catch, and which would be undertaken alongside or in place of the eradication programme.

4. The undertaker must not commence the authorised development unless it has first—

(a) provided a reasonable estimate of the cost of delivery of the compensation measures; and

(b) put in place either—

(i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or

(ii) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

5. The undertaker must implement the measures as set out in the GuIMP approved by the Secretary of State and where an eradication programme is to be undertaken, no tower comprised within a wind turbine generator forming part of the authorised development may be installed until the implementation of the first eradication programme as set out in the GuIMP.

6. Where relevant, the undertaker shall notify the Secretary of State of completion of implementation of the first eradication programme as set out in the GuIMP.

7. The GuIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved GuIMP must be in accordance with the principles set out in the guillemot compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the guillemot compensation plan.]

[PART 4]

[Razorbill Compensation Measures]

1. [In this Part—

"the razorbill compensation plan" means Appendices 4 and 7 of the Offshore Ornithology Without Prejudice Compensation Measures.

2. The authorised development may not be commenced until a plan for the work of the razorbill compensation steering group ("RCSG") has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the RCSG;

(b) details of the membership of the RCSG;

(c) details of the schedule of meetings, timetable for preparation of the razorbill implementation and monitoring plan (the "RIMP") and reporting and review periods; and

(d) the dispute resolution mechanism.

3. The RIMP must be submitted to the Secretary of State for approval (in consultation with the MMO, the local planning authority or local planning authorities for any land containing rat colonies to be the subject of an eradication programme, and Natural England). The RIMP must be based on the strategy for razorbill compensation set out in the razorbill compensation plan and include—

(a) details of the location where compensation measures will be deployed and details of agreements demonstrating how any land and/or rights will or have been secured to deliver the ecology objectives of the RIMP;

(b) details of methodology for any eradication programme;

(c) an implementation timetable for delivery of any eradication programme that ensures the initial eradication programme has been completed prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;

(d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of RCSG consultations and project reviews; details of the factors used to trigger alternative compensation measures, a further eradication programme and/or adaptive management measures; and annual reporting to the Secretary of State; and

(e) details of the work in respect of ornithological by-catch measures as set out in Appendix 7 of the Offshore Ornithology Without Prejudice Compensation Measures, that could support practical management measures to reduce ornithological by-catch, and which would be undertaken alongside or in place of the eradication programme.

4. The undertaker must not commence the authorised development unless it has first—

(a) provided a reasonable estimate of the cost of delivery of the compensation measures; and

(b) put in place either—

(i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or

(ii) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

5. The undertaker must implement the measures as set out in the RIMP approved by the Secretary of State and where an eradication programme is to be undertaken, no tower comprised within a wind turbine generator forming part of the authorised development may be installed until the implementation of the first eradication programme asset out in the RIMP.

6. Where relevant, the undertaker shall notify the Secretary of State of completion of implementation of the first eradication programme as set out in the RIMP.

7. The RIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved RIMP must be in accordance with the principles set out in the razorbill compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the razorbill compensation plan.]

[PART 5]

[Lesser black-backed gull Compensation Measures]

1. [In this Part—

"the lesser black-backed gull compensation plan" means Appendices 5 and 7 of the Offshore Ornithology Without Prejudice Compensation Measures.

2. The authorised development may not be commenced until a plan for the work of the lesser black-backed gull compensation steering group ("LBBCSG") has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the LBBCSG;

(b) details of the membership of the LBBCSG;

(c) details of the schedule of meetings, timetable for preparation of the lesser black-backed gull implementation and monitoring plan (the "LBBIMP") and reporting and review periods; and

(d) the dispute resolution mechanism.

3. The LBBIMP must be submitted to the Secretary of State for approval (in consultation with the MMO, the local planning authority for any land containing the predator control fencing, and Natural England). The LBBIMP must be based on the strategy for lesser black-backed gull compensation set out in the lesser black-backed gull compensation plan and include—

(a) details of the location where compensation measures will be deployed and details of agreements demonstrating how any land and/or rights will or have been secured to deliver the ecology objectives of the LBBIMP;

(b) details of designs of any predator control fencing including the type of fencing and area and location of enclosure;

(c) an implementation timetable for delivery of any predator control fencing that ensures relevant compensation measures are in place prior to the operation of any wind turbine generator forming part of the authorised development;

(d) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of LBBCSG consultations and project reviews; details of the factors used to trigger alternative compensation measures and/ or adaptive management measures; and annual reporting to the Secretary of State;

(e) details of the maintenance schedule for any predator proof fencing; and

(f) details of the work in respect of ornithological by-catch measures as set out in Appendix 7 of the Offshore Ornithology Without Prejudice Compensation Measures, that could support practical management measures to reduce ornithological by-catch, and which would be undertaken alongside or in place of the predator control fencing.

4. The undertaker must not commence the authorised development unless it has first—

(a) provided a reasonable estimate of the cost of delivery of the compensation measures; and

(b) put in place either—

(i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or

(ii) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

5. The undertaker must implement the measures as set out in the LBBIMP approved by the Secretary of State and no wind turbine generator forming part of the authorised development may begin operation until the implementation of relevant measures as set out in the LBBIMP.

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the LBBIMP.

7. Any predator proof fencing installed must not be decommissioned without written approval of the Secretary of State.

8. The LBBIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved LBBIMP must be in accordance with the principles set out in the lesser black-backed gull compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the lesser black-backed gull compensation plan.]

[PART 6]

[Red-throated diver Compensation Measures]

1. [In this Part—

"the red-throated diver compensation plan" means Appendix 6 of the Offshore Ornithology Without Prejudice Compensation Measures.

2. The authorised development may not be commenced until a plan for the work of the red-throated diver compensation steering group ("RTDCSG") has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the RTDCSG;

(b) details of the membership of the RTDCSG;

(c) details of the schedule of meetings, timetable for preparation of the lesser black-backed gull implementation and monitoring plan (the "RTDIMP") and reporting and review periods; and

(d) the dispute resolution mechanism.

3. The RTDIMP must be submitted to the Secretary of State for approval (in consultation with the MMO and Natural England). The RTDIMP must be based on the strategy for red-throated diver compensation set out in the red-throated diver compensation plan and include—

(a) details of the location where compensation measures will be deployed and details of agreements demonstrating how the vessel route diversions and/or exclusions will or have been secured to deliver the ecology objectives of the LBBIMP;

(b) an implementation timetable for delivery of the vessel route diversion and/or exclusion compensation measures are in place prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development; and

(c) details of the proposed ongoing monitoring of the measures including: survey methods; survey programmes; success criteria; recording of RTDCSG consultations and project reviews; details of the factors used to trigger alternative compensation measures and/or adaptive management measures; and annual reporting to the Secretary of State

4. The undertaker must not commence the authorised development unless it has first—

(a) provided a reasonable estimate of the cost of delivery of the compensation measures; and

(b) put in place either—

(i) a guarantee in respect of the reasonable estimate of costs associated with the delivery of the compensation measures; or

(ii) an alternative form of security for that purpose,

that has been approved by the Secretary of State.

5. The undertaker must implement the measures as set out in the RTDIMP approved by the Secretary of State and no tower comprised within a wind turbine generator forming part of the authorised development may be installed until the implementation of relevant measures as set out in the RTDIMP.

6. The undertaker shall notify the Secretary of State of completion of implementation of the measures set out in the RTDIMP.

7. The RTDIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved RTDIMP must be in accordance with the principles set out in the red-throated diver compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the red-throated diver compensation plan.]

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises East Anglia ONE North Limited to construct, operate and maintain a generating station located in the North Sea approximately 37.3km from the port of Lowestoft and 32.6km from Southwold together with all necessary and associated development. For the purposes of the development that it authorises East Anglia ONE North Limited is authorised by the Order compulsorily or by agreement to purchase land and rights in land to use land, as well as to override easements and other rights. The Order also provides a defence in proceedings in respect of statutory nuisance and to discharge water. The Order imposes requirements in connection with the development for which it grants development consent.

The Order also grants deemed marine licences for the marine licensable activities, being the deposit of substances and articles and the carrying out of works, involved in the construction of the generating station and associated development. The deemed marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 36 (certification of plans etc.) of this Order may be inspected free of charge at East Suffolk Council Customer Services at Woodbridge Library, New Street, Woodbridge IP12 1DT.