

**Dated 5 December 2025**

**APPLICATION BY RWE RENEWABLES UK DOGGER BANK SOUTH (WEST) LIMITED AND RWE  
RENEWABLES UK DOGGER BANK SOUTH (EAST) LIMITED FOR AN ORDER GRANTING  
DEVELOPMENT CONSENT FOR THE DOGGER BANK SOUTH OFFSHORE WIND FARM  
SCHEME**

**PLANNING INSPECTORATE REFERENCE NUMBER: EN010125**

**REGISTRATION IDENTIFICATION NUMBER: 20050123**

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**POSITION STATEMENT**  
**submitted on behalf of National Grid Electricity**  
**Transmission plc**

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## 1 Introduction

1.1 This submission is made on behalf of National Grid Electricity Transmission plc (**NGET**) in connection with the application by RWE Renewables UK Dogger Bank South (West) Limited and RWE Renewables UK Dogger Bank South (East) Limited (**Applicant**) for the Dogger Bank South Offshore Wind Farms Development Consent Order (**Order**) to enable the construction of the Dogger Bank South Offshore Wind Farm (**Dogger Bank South Project**).

1.2 On 6 November 2025, the Secretary of State issued a request for information to interested parties, including NGET. At paragraph 31, the Secretary of State provided that:

*“On 24 October 2025 the Applicants filed revised Protective Provisions for NGET [(**Revised Protective Provisions**)]. **NGET** are requested to comment on these revised Protective Provisions and confirm whether the updated wording resolves their issues.”*

1.3 This submission responds to that request for information and provides an update on the matters referred to in NGET's submissions to the Examination, being:

- (a) Written representation dated 29 January 2025 [**REP1-080**];
  - (b) Written Representation dated 24 April 2025 in response to Rule 17 Letter dated 15 April 2025 [**REP4-111**];
  - (c) Written representation dated 23 May 2025 [**REP5-064**];
  - (d) Written representation dated 13 June 2025 (including response to Rule 17 Letter dated 9 June 2025) [**REP6-067**] (**NGET's D6 Submission**);
  - (e) Written representation dated 25 June 2025 [**REP7-150**];
  - (f) Closing statement dated 3 July 2025 [**REP8-050**];
  - (g) Written representation dated 10 July 2025 [**REP9-027**] (**NGET's D9 Submission**); and
  - (h) Post-submission statement dated 10 October 2025 (**Post-Examination Submission**),
- (together the **NGET Submissions**).

## 2 Summary of and update on NGET's position

2.1 NGET acknowledges that the Applicant has sought to reach an agreed position through the issuing of the Revised Protective Provisions and has included drafting which aligns with the protective provisions NGET has sought throughout the Examination (see **Appendix 1** of NGET's D6 Submission) (**NGET Protective Provisions**). However, there remain fundamental differences between the Revised Protective Provisions and the NGET Protective Provisions which NGET cannot agree to:

### Removal of 'acceptable insurance' and 'acceptable security' provisions

2.2 The Applicant continues to maintain that it will not accept the inclusion of 'acceptable insurance' and 'acceptable security' in the protective provisions. NGET has attempted to reach an agreed position with the Applicant since this date, providing significant justification as to why inclusion of 'both 'acceptable insurance' and 'acceptable security' is both necessary and well-precedented (see in particular the justification set out in the Post-Examination Submission).

However, the Applicant has refused to consider the merit of these arguments and negotiations have stalled as a result.

#### Protections for the North Humber to High Marnham Project

- 2.3 Whilst the Revised Protective Provisions do now contain future-proofing drafting for the Birkhill Wood Project and the Wanlass Beck Project, they do not include protections for the North Humber to High Marnham Project (**NHHM Project**). As set out in the NGET Submissions, NGET seeks protections for its future infrastructure including the NHHM Project which will connect into the new Birkhill Wood Substation. NGET needs to ensure that the NHHM Project can come forward to ensure the transmission of electricity from the multiple connectee projects connecting into Birkhill Wood Substation, including the second phase of the Dogger Bank South Project.
- 2.4 Given the potential physical and temporal interactions between the NHHM Project and the Dogger Bank South Project, and noting the importance over the long-term of the unimpeded delivery of NHHM to Dogger Bank South, NGET requires the future-proofing drafting to apply to the NHHM Project as well as other connectee projects. NGET does not consider it is appropriate that the protective provisions in the Order do not include reference to the NHHM Project.

#### Amendments to paragraph 11 (Indemnity)

- 2.5 The Applicant has made a number of amendments to paragraph 11:
- (a) Removal of reference to Incentive Deduction and STC Claims: Paragraph 11(1)(c) provides that the undertaker will indemnify NGET for any STC Claims or an Incentive Deduction. This provision addresses a situation where the Undertaker does something which causes de-energisation which then results in either: a) Ofgem deducting from an Incentive scheme payment (Incentive Deduction); or b) A third party bringing a claim against NGET under the STC (STC Claims).
- It is unclear why the Applicant has sought to remove these provisions (they were retained in the previous iteration of the protective provisions). As these are obligations which NGET must comply with, NGET does not consider it reasonable to be penalised as a result of a third party project. NGET would also not that these only apply where the Applicant has done something to cause damage to NGET's apparatus or cause an interruption to service, which would not have occurred but for the Applicant's actions.
- (b) Removal of consultation requirement in relation to third party claims: Paragraph 11(4) has been amended so that the Applicant has sole conduct of any third party claims, updated from NGET being required to consult with the Applicant. NGET cannot agree to this given the potential for reputational damage if the Applicant had control over such claims.

#### Remaining differences

- 2.6 The remaining differences between the NGET Protective Provisions and the Revised Protective Provisions are illustrated in the comparison at Appendix 1. The justifications for why the drafting in the NGET Protective Provisions in relation to these changes is set out in NGET's D6 Submission.
- 2.7 The net effect of all of the above is that the Revised Protective Provisions are inadequate to avoid serious detriment to NGET's undertaking. NGET's position must therefore firmly remain as set out in detail in the NGET Submissions and, in particular, NGET's D6 Submission: that

only the NGET Protective Provisions will provide sufficient protection for existing and future assets and interests as well as compliance with relevant safety standards.

### **3 Conclusion**

Since an agreed position has not been reached with the Applicant, NGET must continue to maintain the position set out in NGET's Submissions and requests that the NGET Protective Provisions should be included in the Order accordingly.

**Addleshaw Goddard LLP on behalf of NGET**

**5 December 2025**

## **Appendix 1**

### **Comparison between Revised Protective Provisions and NGET Protective Provisions**

# NATIONAL GRID ELECTRICITY TRANSMISSION PLC

## Schedule 1 ~~SCHEDULE~~ ~~1~~

### PROTECTIVE PROVISIONS

#### PART ~~1~~ ~~1~~

#### FOR THE PROTECTION OF NATIONAL GRID ~~ELECTRICITY~~ ELECRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

##### Application

1. 1.—(1) For the protection of National Grid Electricity Transmission Plc as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article 5 (*benefit of Order*) –

~~(a)~~ (a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); and

~~(b)~~ (b) written notice of the transfer or grant must be given to National Grid Electricity Transmission Plc on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Electricity Transmission Plc (~~see~~ but without prejudice to paragraph ~~10~~ 16 ~~(3)~~ ~~(e)~~ b).

##### Interpretation

2. 2.— In this Part of this Schedule—

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than:  
(i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised works by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance shall include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid Electricity Transmission Plc

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

“acceptable security” means either:

(a) a parent company guarantee from a parent company in favour of National Grid Electricity Transmission Plc to cover the undertaker’s liability to National Grid Electricity Transmission Plc to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc and where required by National Grid Electricity Transmission Plc, accompanied with a

legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid Electricity Transmission Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc);

"access works" means any part of Work Nos. [33A/B, 18A/B] described in Schedule 1 of this Order (authorised development);

"alternative apparatus" means appropriate alternative apparatus to the ~~reasonable~~ satisfaction of National Grid Electricity Transmission Plc to enable National Grid Electricity Transmission Plc to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means:

(a) electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus; and

(b) such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Electricity Transmission Plc 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. and

⊕(c) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid Electricity Transmission Plc for the purposes of the construction, operation and maintenance of the Birkhill Wood Project, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised works and intended for the beneficial use by National Grid Electricity Transmission Plc ("Birkhill Wood apparatus"); and

(ed) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid Electricity Transmission Plc for the purposes of the construction, operation and maintenance of the North Humber to High Marnham Project, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised works and intended for the beneficial use by National Grid Electricity Transmission Plc ("North Humber to High Marnham apparatus"); and

(e) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid Electricity Transmission Plc for the purposes of the construction, operation and maintenance of the Wanlass Beck Project, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised works and intended for the beneficial use by National Grid Electricity Transmission Plc ("Wanlass Beck apparatus"); ~~);~~

(a) "authorised works" has the same meaning as is given to the term "authorised development" in article [2(1)] (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

(b) "Birkhill Wood Project" means [the proposed new substation to be known as Birkhill Wood Substation to be located at Creyke Beck in the East Riding of Yorkshire, construction of access road from the A1079, overhead line works, utilities and watercourse crossings and associated works to be undertaken by National Grid Electricity Transmission Plc and any temporary construction compounds and laydown areas for such ~~Works~~works];

(c) "Birkhill Wood Site" includes –

(a) land on which any Birkhill Wood apparatus is situated; and

(b) land on which Birkhill Wood apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the Birkhill Wood Project (in so far as the same has been notified by National Grid Electricity Transmission Plc in writing to the undertaker);

(d) "commence" and "commencement" in ~~paragraph 8 of this Part of this Schedule~~ ~~has the same meaning as in article 2 (interpretation) of this Order~~ shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary 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;

~~"Dogger Bank South project works" means any part of Work Nos. 15A/B, 18A/B, 31A/B, 32A/B, 34A/B described in Schedule 1 of this Order (authorised development)~~

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid Electricity Transmission Plc (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid Electricity Transmission Plc's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"Incentive Deduction" means any incentive deduction National Grid Electricity Transmission Plc Electricity Transmission plc receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised works;

"maintain" and "maintenance" ~~includes~~shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc ~~including~~to construct, use, repair, alter, inspect, renew or remove the apparatus;



“National Grid Electricity Transmission Plc” means National Grid Electricity Transmission Plc (Company Number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

"Dogger Bank South project works" means any part of Work Nos. 15A/B, 18A/B, 31A/B, 32A/B, 34A/B described in Schedule 1 of this Order (authorised development)

“NGESO” means as defined in the STC;

(e) "North Humber to High Marnham Project" means the proposed new high voltage electricity transmission line and associated works between a new substation at Creyke Beck in the East Riding of Yorkshire and a new substation at High Marnham in Nottinghamshire to be undertaken by National Grid Electricity Transmission Plc;

" North Humber to High Marnham Site" includes –

(a) land on which any North Humber to High Marnham apparatus is situated; and

(b) land on which North Humber to High Marnham apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the North Humber to High Marnham Project (in so far as the same has been notified by National Grid Electricity Transmission Plc in writing to the undertaker);

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by National Grid Electricity Transmission Plc acting reasonably;

"shared area works" means:

~~(a)-(a)~~ the Dogger Bank South project works;

~~(b)-(b)~~ the access works; and

~~(e)-(c)~~ any part of the authorised works taking place on any land associated with the Birkhill Wood ~~and/or~~ ~~Wanlass Beck Project and/or~~ Project, the North Humber to High Marnham Project, the Wanlass Beck Site and/or any access thereto;

(f) "specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

(g) ~~(a)-(a)~~ will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph ~~67~~(2) or otherwise; and/or

(h) ~~(b)-(b)~~ may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph ~~67~~(2) or otherwise.; and/or

(i) (c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

(j) "STC" means the System Operator Transmission Owner Code prepared by the electricity Transmission Owners and NGESO as modified from time to time;

(k) "STC Claims" means any claim made under the STC against National Grid Electricity Transmission Plc arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector's equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid Electricity Transmission Plc's transmission system which arises as a result of the authorised works;

(l) "Transmission Owner" means as defined in the STC;

"undertaker" means the undertaker as defined in article 2(1) of this Order;

(m) "Wanlass Beck Project" means [the proposed extension of the existing Wanlass Beck Substation, construction of access road from the A1079, overhead line works, utilities and watercourse crossings and associated works to be undertaken by National Grid Electricity Transmission Plc and any temporary construction compounds and laydown areas for such ~~Works~~works]<sup>1</sup>;

"Wanlass Beck Site" includes —

(a) land on which any Wanlass Beck apparatus is situated; and

(b) land on which Wanlass Beck apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the Wanlass Beck Project (in so far as the same has been notified by National Grid Electricity Transmission Plc in writing to the undertaker);

### **Interaction with the ~~Birkhill Wood~~North Humber to High Marnham Project, Wanlass Beck Project and/or the Wanlass Beck~~Birkhill Wood Project~~**

~~3. 3.~~ Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised works and the North Humber to High Marnham Project, the Wanlass Beck Project and/or the Birkhill Wood Project. For the purposes of this paragraph, "reasonable endeavours" means –

(a) undertaking consultation on the detailed design and programming of the shared area works and all works associated with or ancillary to the shared area works to ensure that the design and programme for the Dogger Bank South project works does not unreasonably impede or interfere with the North Humber to High Marnham Project, the Wanlass Beck Project and/or the Birkhill Wood Project;

(b) having regard to the proposed programme of works for the North Humber to High Marnham Project, the Wanlass Beck Project and/or the Birkhill Wood Project as may be made available to the undertaker by National Grid Electricity Transmission Plc and facilitating a co-ordinated approach to the programme, land assembly, and the carrying out of the shared area works and the North Humber to High Marnham Project, the Wanlass Beck Project and/or the Birkhill Wood Project;

- (c) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised works; and
- (d) keeping National Grid Electricity Transmission Plc informed on the programme of works for the authorised works.

#### **Shared area works**

**4.** ~~4.~~ The undertaker must not except with the prior written agreement of National Grid Electricity Transmission Plc carry out the shared area works, or any part of it.

#### **5.** ~~5.~~

(1) Before beginning to construct any shared area works, or any part of it, the undertaker must submit to National Grid Electricity Transmission Plc plans of the relevant shared area works (or part of it) and such further particulars available to it as National Grid Electricity Transmission Plc may request within 21 days of receipt of the plans reasonably requested.

(2) Any shared area works must not be constructed except in accordance with such plans as may be approved in writing by National Grid Electricity Transmission Plc.

**6.** ~~6.~~—(1) Any approval of National Grid Electricity Transmission Plc required under this Schedule—

- (a) must not be unreasonably withheld or delayed;
- (b) in the case of a refusal must be accompanied by a statement of grounds or refusal; and

- (c) may ~~only be refused or~~ given subject to ~~conditions on grounds that comprise such~~ reasonable requirements ~~that as~~ National Grid Electricity Transmission Plc may have in connection with the safe, economic and efficient construction, commissioning, operation, maintenance and future decommissioning of the North Humber to High Marnham Project, the Wanlass Beck Project and/or the Birkhill Wood Project or otherwise for the protection of the North Humber to High Marnham apparatus, the Wanlass Beck apparatus and/or the Birkhill Wood Project apparatus,
- (d) provided always that in relation to a refusal under sub-paragraph (b) or any requirements requested pursuant to sub-paragraph (c) the undertaker shall be permitted to refer such matters to dispute resolution pursuant to paragraph [20]
- (e) (2) National Grid Electricity Transmission Plc must employ reasonable endeavours to respond to the submission of any plans within a period of 56 days from the date of submission of the plans. If National Grid Electricity Transmission Plc require further particulars, such particulars must be requested by National Grid Electricity Transmission Plc no later than 21 days from the submission of plans and thereafter National Grid Electricity Transmission Plc must employ reasonable endeavours to respond to the submission within 56 days from receipt of the further particulars.
- (f)

~~7. 7~~—(1) The undertaker must give to National Grid Electricity Transmission Plc not less than 14 days' notice in writing of its intention to commence construction of any shared area works and notice in writing of its completion not later than 7 days after the date on which it is completed and National Grid Electricity Transmission Plc will be entitled by its officer to watch and inspect the construction of such works.

~~(2) (2)~~ If any part of the shared area works is constructed otherwise than in accordance with paragraph 5(2) above National Grid Electricity Transmission Plc may by notice in writing identify the extent to which the shared area works do not comply with the approved details and request the undertaker at the undertaker's own expense carry out remedial works so as to comply with the requirements of paragraph 5(2) of this Schedule or such alternative works as may be agreed with National Grid Electricity Transmission Plc or as otherwise may be agreed between the parties.

~~(3) (3)~~ Subject to sub-paragraph (4), if within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (2) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, National Grid Electricity Transmission Plc may execute the works specified in the notice and any reasonable expenditure incurred by National Grid Electricity Transmission Plc in so doing will be recoverable from the undertaker.

~~(4) (4)~~ In the event of any dispute as to whether sub-paragraph (2) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, National Grid Electricity Transmission Plc will not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph [20]

### On Street Apparatus

~~8. 8~~ Except for paragraphs ~~4~~<sup>[9]</sup> (apparatus ~~of National Grid Electricity Transmission Plc~~ in streets subject to temporary closure), ~~8~~<sup>[13]</sup> (retained apparatus: protection of National Grid Electricity Transmission Plc as Electricity Undertaker), ~~9~~<sup>[15]</sup> (expenses) and ~~10~~<sup>[16]</sup> (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

### Apparatus of National Grid Electricity Transmission Plc in streets subject to temporary closure

~~9. 9~~—(1) Where any street is closed under article ~~[10]~~ (*temporary closure of streets*), if National Grid Electricity Transmission Plc has any apparatus in the street or accessed via that street National Grid

Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the closure of any such street but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 6~~(11)~~ or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 8~~(14)~~.

(2) Notwithstanding the temporary closure or diversion of any street under the powers of article 10~~(10)~~ (*temporary closure of streets*), National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such closed street and 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 closure or diversion was in that street.

### Protective works to buildings

~~10.10~~ The undertaker, ~~must exercise in the case of~~ the powers conferred by article 17~~(17)~~ (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus, the Wanlass Beck Site, the North Humber to High Marnham Site or to the Birkhill Wood Site without the prior written consent of National Grid Electricity Transmission Plc (such consent not to be unreasonably withheld or delayed).

### Acquisition of land

~~11.11~~ (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 (a) appropriate or acquire or take temporary possession of any land or apparatus or ((b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Electricity Transmission Plc otherwise than by agreement.

~~(2)~~ (2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing with National Grid Electricity Transmission Plc appropriate, acquire or take temporary possession of any land forming part of the North Humber to High Marnham Site, the Wanlass Beck and/or Site, the Birkhill Wood Site (such agreement not to be unreasonably withheld or delayed) and/or any access thereto.

~~(3)~~ (3) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid Electricity Transmission Plc and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid Electricity Transmission Plc or affect the provisions of any enactment or agreement regulating the relations between National Grid Electricity Transmission Plc and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid Electricity Transmission Plc reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid Electricity Transmission Plc and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid Electricity Transmission Plc unless otherwise agreed by National Grid Electricity Transmission Plc, 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.

~~(4)~~ (4) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker the undertaker and National Grid Electricity Transmission Plc agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid Electricity Transmission Plc and/or other enactments relied upon by National Grid Electricity Transmission Plc as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

~~(5)~~ (5) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 15 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under ~~sub-~~  
~~paragraph~~ sub-paragraph (1).

## Removal of apparatus

~~12.12~~—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid Electricity Transmission Plc to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid Electricity Transmission Plc in accordance with sub-paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid Electricity Transmission Plc a minimum of 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid Electricity Transmission Plc reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph

(3), secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its ~~reasonable~~ satisfaction (taking into account paragraph ~~78~~(1)) 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.

~~(34)~~ 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, National Grid Electricity Transmission Plc must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker 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 National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to so do.

~~(45)~~ Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker ~~or in default of agreement settled by arbitration in accordance with this Order.~~

~~(56)~~ National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed ~~or settled by arbitration in accordance with this Order~~, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid Electricity Transmission Plc 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

~~13.13~~—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid Electricity Transmission Plc facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National and must be no less favourable on the whole to National Grid Electricity Transmission Plc ~~or in default of agreement settled by arbitration in accordance with this Order than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid Electricity Transmission Plc.~~

(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 National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter may be referred to arbitration in accordance with paragraph 20 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid

Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.



## Retained apparatus: protection of National Grid Electricity Transmission Plc as Electricity Undertaker

~~14.14~~—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Electricity Transmission Plc a plan of the works to be executed and seek from National Grid Electricity Transmission Plc details of the underground extent of their electricity assets.

(2) In relation to specified works the plan to be submitted to National Grid Electricity Transmission Plc 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.
- (h) a ground monitoring scheme, where required.

(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 any 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 any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any ~~specified~~ works to which sub-paragraphs (2) or (3) apply until National Grid Electricity Transmission Plc has given written approval of the plan so submitted.

(5) Any approval of National Grid Electricity Transmission Plc required under sub-paragraph (4)—

- (a) ~~(a)~~ may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (7) ~~and~~.

~~(7) provided that any conditions are communicated to the undertaker within a period of 28 days beginning with the date on which a plan is submitted to National Grid Electricity Transmission Plc in accordance with sub-paragraph (1); and,~~ may be given subject to such reasonable requirements as National Grid Electricity Transmission Plc may have in connection with the safe and efficient construction, commissioning, operation and maintenance of the North Humber to High Marnham Project, the Wanlass ~~beek~~Beck Project and/or the Birkhill Wood Project; and

~~and~~

- (b) ~~(b)~~ must not be unreasonably withheld or delayed.

(6) In relation to any specified works to which sub-paragraphs (2) or (3) applies, National Grid Electricity Transmission Plc may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus ~~and~~

~~National Grid Electricity Transmission Plc must notify the undertaker of such modifications within a period of 28 days beginning with the date on which the plan required under sub-paragraph (2) or (3) has been submitted to National Grid Electricity Transmission Plc.~~

~~(7)~~ (7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid Electricity Transmission Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Electricity Transmission Plc will be entitled to watch and inspect the execution of those works.

~~(8)~~ (8) Where National Grid Electricity Transmission Plc 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, such protective works must be carried out to National Grid Electricity Transmission Plc's ~~reasonable~~ satisfaction prior to the commencement of any specified authorised works (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc ~~must~~ shall give notice of its requirement for such works within ~~28~~ 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

~~(9)~~ (9) If National Grid Electricity Transmission Plc 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 6 to ~~7~~ 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

~~(10)~~ (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 specified authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph ~~will~~ shall apply to and in respect of the new plan.

~~(11)~~ (11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in section 52 of the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph [(12)] at all times.

At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid Electricity Transmission Plc's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

## Expenses

~~15.15~~ (1) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Electricity Transmission Plc within ~~60~~ 30 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses ~~(but always excluding any consequential or indirect loss)~~ reasonably anticipated within the following three months or reasonably and properly incurred by National Grid Electricity Transmission Plc 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 specified authorised works including without limitation—

(a) ~~(a)~~ any costs reasonably incurred by or compensation properly paid by National Grid Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc:

- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph ~~6~~ 7(3); or
- (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc;

(b) ~~(b)~~ in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) ~~(c)~~ the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

| (d) ~~(e)~~ 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) ~~(12)~~ 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) ~~(13)~~ 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 paragraph 14 ~~14~~ (*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 National Grid Electricity Transmission Plc by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) ~~(14)~~ 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 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) ~~(15)~~ Any amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid Electricity Transmission Plc 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

16.16 ~~(1)~~ Subject to sub-paragraphs (2) and (3) ~~and to article 51 (no double recovery)~~, if by reason or in consequence of the construction of any specified works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the specified 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 specified works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided by National Grid Electricity Transmission Plc, or National Grid Electricity Transmission Plc becomes liable to pay any amount to any third party, the undertaker will—

- (a) ~~(a)~~ bear and pay on demand accompanied by an invoice or claim from National Grid Electricity Transmission Plc the cost reasonably and properly incurred by National Grid Electricity Transmission Plc in making good such damage or restoring the supply; and

(b) ~~(b)~~ indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption or National Grid Electricity Transmission Plc becoming liable to any third party as aforesaid other than arising from any default of National Grid Electricity Transmission Plc.

(2) ~~(16)~~ The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission Plc or under its supervision this will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc 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) ~~(17)~~ 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 National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;
- (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;
- (c) any specified works and/or any other works authorised by this Part of this Schedule carried out by National Grid Electricity Transmission Plc 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 Order*) subject to the proviso that once such works become apparatus ("new apparatus"), any specified works yet to be executed and not falling within this sub-section 3(c) will be subject to the full terms of this Part of this Schedule including this paragraph 10;

(4) ~~(18)~~ National Grid Electricity Transmission Plc must give the undertaker reasonable written notice of any such third party claim or demand as soon as reasonably practicable after National Grid Electricity Transmission Plc became aware of any such claims or demands, and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without the prior consent of the undertaker (which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand).

(5) ~~(19)~~ National Grid Electricity Transmission Plc must use all reasonable steps to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised. The undertaker will only be liable under this paragraph for claims reasonably and properly incurred by National Grid Electricity Transmission Plc.

(6) ~~(20)~~ National Grid Electricity Transmission Plc must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid Electricity Transmission Plc or in respect of which National Grid Electricity Transmission Plc has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid Electricity Transmission Plc's apparatus until the following conditions are satisfied:

- (a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same to the undertaker in writing; and
- (b) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid Electricity Transmission Plc that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with 11(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

## Enactments and agreements

~~17.17~~ Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Electricity Transmission Plc and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Electricity Transmission Plc 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

~~18.18~~ (1) Where in consequence of the proposed construction of any part of the ~~specified~~authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph ~~612~~(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph ~~814~~, the undertaker ~~must~~shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the ~~specified~~authorised

works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc ~~must~~shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) ~~For the avoidance of doubt whenever~~Whenever National Grid Electricity Transmission Plc'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

~~19.19~~ If in consequence of the agreement reached in accordance with paragraphs 11(1) and 11(2) or the powers granted under this Order the access to any apparatus ~~or, the North Humber to High Marnham Site,~~ the Wanlass Beck Site and/or the Birkhill Wood Site is materially obstructed, the undertaker must ~~use reasonable endeavours~~ to provide such alternative means of access ~~over the Order land~~ to such apparatus ~~or, the North Humber to High Marnham Site,~~ the Wanlass Beck Site and/or the Birkhill Wood Site as will enable National Grid Electricity Transmission Plc to access, maintain or use the apparatus ~~or, the North Humber to High Marnham Site,~~ the Wanlass Beck Site and/or the Birkhill Wood Site no less effectively than was possible before such obstruction.

### Arbitration

~~20. 20 Any~~Save for differences or disputes arising under paragraph 12(2), 12(4) 13(1) and 14 any difference or dispute arising between the undertaker and National Grid Electricity Transmission Plc under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article [47] (*arbitration*).

### Notices

~~21.21~~ ~~Notwithstanding article 46 (service of notices), any~~Any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to this Part must be submitted using the LSBUD system (<https://lsbud.co.uk/>) or to such other address as National Grid Electricity Transmission Plc may from time to time appoint instead for that purpose and notify to the undertaker in writing.

<b>Summary report:</b> <b>Litera Compare for Word 11.10.0.38 Document comparison done on</b> <b>05/12/2025 13:33:27</b>	
<b>Style name:</b> Show Moves	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> EN010125-002489-PID-003C - 21.2 The Applicants preferred Protective Provisions for National Grid Electricity Transmission (Tracked).docx	
<b>Modified filename:</b> D6 DCO NGET Protective Provisions.docx	
<b>Changes:</b>	
Add	231
Delete	164
Move From	7
Move To	7
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	409