STATUTORY INSTRUMENTS

202* No. **

INFRASTRUCTURE PLANNING

The Outer Dowsing 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.

The application was examined by the Examining Authority, which has made a report to the Secretary of State under section 74(2)(**b**) 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having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74 of the 2008 Act made a report and recommendation to the Secretary of State.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

(**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).
(**b**) Section 74 was amended by sections 128(2) and 237 and paragraph 29 of Schedule 13 and paragraph 1 of Schedule 25 to the Localism Act 2011.

Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**a**) and has had regard to the documents and matters referred to in section 104(2)(**b**) of the 2008 Act.

The Secretary of State is satisfied that special category land comprised within the Order land, when burdened with the new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before to the persons in whom it is vested; other persons, if any, entitled to rights of common or other rights; and the public; and that, accordingly, section 132(3) of the 2008 Act applies.

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(**c**) and 120(**d**) of the 2008 Act, makes the following Order:

PART 1

Preliminary

Citation and commencement

1.—(1) This Order may be cited as the Outer Dowsing 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(**e**);

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

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

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

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

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

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

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

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

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

(**a**) S.I. 2017/572.
(**b**) Section 104(2) was amended by paragraph 49(3) of Schedule 13 to the Localism Act 2011 (c.20) and section 58(5) of the Marine and Coastal Access Act 2009 (c.23).
(**c**) Section 114 was amended by paragraph 55 of Schedule 13 to the Localism Act 2011 (c.20).
(**d**) Section 120 was amended by section 140 and paragraph 60 of Schedule 13 to the Localism Act 2011 (c.20).
(**e**) 1961 c.33.
(**f**) 1965 c.56.
(**g**) 1980 c.66.
(**h**) 1981 c.66.
(**i**) 1984 c. 27.
(**j**) 1989 c.29.
(**k**) 1990 c.8.
(**l**) 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).
(**m**) 2003 c.21.

"the 2008 Act" means the Planning Act 2008;

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

"the 2016 Regulations" means the Environmental Permitting (England and Wales) Regulations 2016(**c**);

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

"access to works plan" means the plan or plans certified as the access to works plan or plans by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"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;

"array cable" means the cables described in paragraph (b) of Work No. 1 that link the wind turbine generators to each other and to the offshore transformer substations;

"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;

"book of reference" means the book of reference certified by the Secretary of State under article 41 (certification of plans etc.) as the book of reference for the purposes of this Order;

"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 circuits" means a number of electrical conductors necessary to transmit electricity between two points within the authorised development bundled as one cable or taking the form of separate cables, and may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

"cable crossings" means the crossing of existing sub-sea cables or pipelines or other existing infrastructure by cable circuits authorised by this Order together with physical protection measures including cable protection;

"cable protection" means measures to protect cables from physical damage including 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;

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

"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; and

(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;

(**a**) 2004 c.20. Section 105 was amended by section 69 of the Energy Act 2008 (c.32).
(**b**) 2009 c.23.
(**c**) S.I. 2016/1154.
(**d**) S.I. 2017/1012.
(**e**) "carriageway" is defined in section 329(1).

"deemed marine licences" means the marine licences set out in Schedules 10 (deemed licence under the 2009 Act – generation assets), 11 (deemed licence under the 2009 Act – offshore transmission assets), 12 (deemed licence under the 2009 Act – northern artificial nesting structure 1), 13 (deemed licence under the 2009 Act – northern artificial nesting structure 2), 14 (deemed licence under the 2009 Act – southern artificial nesting structure 1), 15 (deemed licence under the 2009 Act – southern artificial nesting structure 2) and 16 (deemed licence under the 2009 Act – biogenic reef creation);

"earth pit" means the underground plastic and/or concrete pit where the earthing points between adjacent export cable sections are connected and earthed installed within a buried chamber for intermittent maintenance and fault-finding purposes;

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

"export cables" means the offshore and onshore cable circuits comprised within Work Nos. 5, 11 and 13 connecting the offshore transformer stations to the onshore HVAC substation;

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

"design approach document" means the document certified as the design approach document by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"design principles statement" means the document certified as the design principles statement by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"Environment Agency" means the non-departmental public body of that name created by section 1 of the Environment Act 1995(**b**);

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 41 (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;

"gravity base structure" 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;

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

"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;

"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 41 (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 41 (certification of plans etc.);

"in principle Southern North Sea SAC Site Integrity Plan" means the document certified as the in principle Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"interlink cable" means the cables comprised within Work No. 4 that link the offshore transformer substations to each other and to the offshore accommodation platform;

(**a**) S.I. 2017/572
(**b**) 1995 c.25.
(**c**) "highway" is defined in section 328(1), for "highway authority", see section 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);

"jointing bay" means an excavation formed with a buried concrete slab at sufficient depth to enable the jointing of high voltage power cables;

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

"landfall" means the location at which the offshore export cables and fibre optic cables come ashore;

"landfall temporary works area" means a temporary works area associated with the works at the landfall including the construction of transition joint bays and trenchless technique works;

"land plans" means the plans certified as the land plans by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.)

"large offshore transformer substation" means the large version of the offshore transformer substations assessed in the environmental statement;

"LAT" means lowest astronomical tide;

"layout principles" means the layout principles set out in paragraph 25 of Chapter 3 (Project Description) of the environmental statement;

"lead local flood authority" has the meaning in section 6(7) of the Flood and Water Management Act 2010(**a**);

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

"link box" means the underground metal box placed within a plastic and/or concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed. Link boxes are installed within a ground level manhole or inspection chamber to allow access for regular maintenance and fault-finding purposes. They may include above ground demarcation which may include fencing and marker posts;

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

"maintain" includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and "maintenance" and any derivative of maintain 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;

"MMO" means the Marine Management Organisation;

"monopile foundation" means a steel pile, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

"MSL" means mean sea level;

"offshore accommodation platform" means a structure attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing housing accommodation, storage, workshop, auxiliary equipment and facilities for operating, maintaining and controlling the wind turbine generators and offshore electrical installations;

(**a**) 2010 c.29.
(**b**) Section 329(1) was amended by para. 60(2)(a) of Schedule 1(1) to the Infrastructure Act 2015 c.7.

“offshore artificial nesting structure” means a structure attached to the seabed by means of a foundation, providing nesting facilities for birds;

“offshore electrical installations” means the small offshore transformer substations, the large offshore transformer substations, and the offshore reactive compensation platforms forming part of the authorised project;

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

“offshore reactive compensation platform” means a structure attached to the seabed by means of a foundation, with one or more decks (including bird deterrents) housing—

(a) electrical reactors and switchgear for the purpose of the efficient transfer of power in the course of HVAC transmission by providing reactive compensation;

(b) auxiliary equipment and facilities for operating, maintaining and controlling the offshore reactive compensation platform;

“offshore order limits and grid coordinates plan” means the document certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 41 (certification of plans etc.);

“offshore transformer substation” means a structure attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and

(b) housing accommodation, storage, workshop auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“offshore works” means Work Nos. 1 to 11 and any related associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 respectively;

“onshore preparation works” means operations consisting of site clearance, pre-planting of landscaping works, vegetation clearance, 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 any temporary means of enclosure, creation of site accesses, footpath creation and the temporary display of site notices or advertisements;

“onshore HVAC 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 transmission works” means Work Nos. 11 to 25 and any related associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 respectively;

“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;

“outline air quality management plan” means the document certified as the outline air quality management plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline biogenic reef mitigation plan” means the document certified as the outline biogenic reef mitigation plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline cable specification and installation plan” means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 41 (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 41 (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 41 (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 41 (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 41 (certification of plans etc.);

“outline marine mammal mitigation protocol (piling)” means the document certified as the outline marine mammal mitigation protocol (piling) by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline noise and vibration management plan” means the document certified as the outline noise and vibration management plan by the Secretary of State for the purposes of this Order under article 41 (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 41 (certification of plans etc.);

“outline operational artificial light emissions management plan” means the document certified as the outline operational artificial light emissions management plan by the Secretary of State for the purposes of this Order under article 41 (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 41 (certification of plans etc.);

“outline organic land protocol” means the document certified as the outline organic land protocol by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline pollution prevention and emergency incident response plan” means the document certified as the outline pollution prevention and emergency incident response plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline public access management plan” means the document certified as the outline public access management plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline scour protection and cable protection management plan” means the document certified as the outline scour protection and cable protection management plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline site waste management plan” means the document certified as the outline site waste management plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

“outline soil management plan” means the document certified as the outline soil management plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"outline surface water drainage strategy" means the document certified as the outline surface water drainage strategy by the Secretary of State for the purposes of this Order under article 41 (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 41 (certification of plans etc.);

"outline vessel management plan" means the document certified as the outline vessel management plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"outline marine archaeological written scheme of investigation" means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"outline onshore written scheme of investigation for archaeological works" means the document certified as the outline onshore written scheme of investigation for archaeological works by the Secretary of State for the purposes of this Order under article 41 (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**);

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

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

"public rights of way plan" means the plan certified as the public rights of way plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"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 lead local flood authority" means the lead local flood 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;

"scour protection" means measures to prevent loss of seabed sediment around a structure placed in or on the seabed by use of protective aprons, mattresses, or rock and gravel placement;

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

"small offshore transformer substation" means the small version of the offshore transformer substations assessed in the environment statement;

"special category land" means the land comprising plot(s) 01-001, 01-002, 01-004, 01-005 and 17-001 shown on the land plans and described in the book of reference;

"stage" means a section or part of the authorised project as identified as a stage in a written scheme approved under requirement 8 (stages of authorised project onshore);

(**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.

"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(**a**), 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(**b**);

"streets plan" means the plan or plans certified as the streets plan or plans by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

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

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

"temporary works area" means a construction site associated with the onshore transmission works including hard standings, plant and equipment, lay down and storage areas for construction materials, plant 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;

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

"transition piece" means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

"traffic authority" has the same meaning as in section 121A of the 1984 Act;

"traffic sign" has the same meaning as in section 64(1) of the 1984 Act;

"traffic regulation order plan" means the plan certified as the traffic regulation order plan by the Secretary of State for the purposes of this Order under article 41 (certification of plans etc.);

"trenchless technique" means a method of installation that allows ducts and cables to be installed under an obstruction without 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 onshore transmission works where a trenchless technique is proposed including hard standings, lay down and storage areas for construction materials, plant 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 GT R4 Limited (company number 13281221);

"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

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(**a**) Section 48 was amended by section 124(2) of the Local Transport Act 2008 (c.26).
(**b**) "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c.7).

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 onshore and works plans offshore by the Secretary of State for the purposes of this Order under article 41 (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, capacities, volumes and lengths referred to in this Order are approximate save in respect of the parameters referred to in—

(a) requirements 2, 3, 4 and 5 in Part 3 of Schedule 1 (requirements);

(b) conditions 1, 2 and 3 in Part 2 of Schedules 10 and 11 (conditions);

(c) condition 1 in Part 2 of Schedules 12, 13, 14, 15 and 16 (conditions),

and distances between points on a work comprised in the authorised development are to be taken to be measured along that work.

(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.

(7) 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.

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 or at the locations shown on the access to works plan.

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

Power to maintain the 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.

Operation of generating station

5.—(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.

Benefit of the Order

6.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraph (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,

except where paragraph (6) applies, in which case the consent of the Secretary of State is not required.

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

(4) Where an agreement has been made in accordance with paragraph (2) references in this Order to the undertaker, except in paragraph (5), (7), (8), (11) and (12) of this Article, include references to the transferee or lessee.

(5) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraph (2)—

(a) the benefit transferred or granted ("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; and

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) 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) 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.

(7) The provisions of article 9 (street works), article 12 (temporary stopping up of streets), article 20 (compulsory acquisition of land), article 22 (compulsory acquisition of rights), article 28 (temporary use of land for carrying out the authorised project) and article 29 (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. 11 to 25 a person who holds a licence under the 1989 Act; or

(b) in respect of functions under article 9 (street works) relating to a street, a street authority.

(8) 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.

(9) A notice required under paragraph (8) 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 (10), 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 (6) 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.

(10) The date specified under paragraph (9)(a)(ii) must not be earlier than the expiry of 14 days from the date of the receipt of the notice.

(11) The notice given under paragraph (9) 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.

(12) Section 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the whole or part of the benefit of the provisions of any of the deemed marine licences to another person by the undertaker pursuant to an agreement under this article 6 (benefit of the Order) save that the MMO may amend any deemed marine licence granted under Schedules 10 to 16 of the Order to correct the name of the undertaker to the name of a transferee or lessee under this article 6 (benefit of the Order).

(13) A notice given under paragraph (8) is deemed to have been given in writing where it is sent electronically.

Application and modification of legislative provisions

7.—(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 following provisions 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—

(a) the provisions of the Neighbourhood Planning Act 2017(**b**) insofar as they relate to temporary possession of land under articles 28 (temporary use of land for carrying out the authorised project) and 29 (temporary use of land for maintaining the authorised project) of this Order;

(b) regulation 12(1)(a) (requirement for environmental permit) of the 2016 Regulations in relation to the carrying out of a flood risk activity;

(c) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991(**c**) that require consent or approval for the carrying out of works;

(d) section 23 of the Land Drainage Act 1991(**d**) (prohibition of obstructions etc. in watercourses); and

(e) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of works.

(3) The provisions of the Lindsey County Council (Sandhills) Act 1932(**e**) do not apply in relation to the exercise of any power conferred by this Order.

(4) Regulation 5 of The Management of Hedgerows (England) Regulations 2024(**f**) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph 5(e)—

"(5)(f) activities authorised by an order granting development consent pursuant to the Planning Act 2008."

(5) In this article, "flood risk activity" means an activity described in paragraph 3(1) of Schedule 25 (flood risk activities and excluded flood risk activities) to the 2016 Regulations.

(6) Nothing in this article 7 (application and modification of legislative provisions) overrides the requirement for an environmental permit under Regulation 12(1)(b) (requirement for environmental permit) of the 2016 Regulations.

Defence to proceedings in respect of statutory nuisance

8.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**g**) (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) 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

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(**a**) S.I. 1997/1160. Regulation 6 was amended by paragraph 35 of Schedule 1 to S.I. 2015/377.
(**b**) 2017 c.20.
(**c**) 1991 c.57.
(**d**) 1991 c.59.
(**e**) 1932 c.86.
(**f**) SI 2024/680
(**g**) 1990 c.43. Section 82 was amended by section 107 and paragraph 6 of Schedule 17 to the Environment Act 1995 (c. 25), section 5 of the Noise and Statutory Nuisance Act 1993 (c. 40), and section 103 of the Clean Neighbourhoods and Environment Act 2005 (c. 16) and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c. 16), and by section 120 and paragraph 89 of Schedule 22 to the Environment Act 2005. There are other amendments to this Act which are not relevant to the Order.

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(**a**); 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 25 (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) 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, maintenance or decommissioning of the authorised project.

PART 3

Streets

Street works

9.—(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 within or under it;

(b) tunnel or bore under the street;

(c) remove or use all earth and materials in or under the street;

(d) place and keep apparatus under the street;

(e) maintain apparatus under the street or change its position; and

(f) execute any works required for or incidental to any works referred to in sub-paragraphs (a), (b), (c), (d) and (e).

(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 (street works in England and Wales) of the 1991 Act(**b**).

Application of the 1991 Act

10.—(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 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.

(**a**) 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 (c. 43) and Schedule 24 to the Environment Act 1995 (c. 25). There are other amendments to the 1974 Act which are not relevant to the Order.

(**b**) "apparatus" is defined in section 89(3) and section 105(1).

(2) The provisions of the 1991 Act(**a**) 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 sub-paragraphs (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.

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) of Schedule 3, by reference to the public rights of way plan.

(2) Without limiting paragraph (1), the undertaker may use any public right of way 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 public right of way affected by the temporary stopping up of a public right of way under this article if there would otherwise be no such access.

(4) The public rights of way specified in Schedule 3 (public rights of way to be temporarily stopped up) must 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 access management plan to the reasonable satisfaction of the relevant local highway authority.

(5) The relevant diversion route provided under paragraph (4) must be subsequently maintained by the undertaker until the re-opening of the relevant public right of way specified in paragraph (1).

(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.

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, other than a public right of way specified in Schedule 3 (public rights of way to be temporarily stopped up), 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.

(**a**) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c. 18).

(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 specified in column (2) of Schedule 4 (streets to be temporarily stopped up) to the extent specified, by reference to the letters and numbers shown on the streets plan, 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; and

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

(7) If a street authority fails to notify the undertaker of its decision within 56 days of receiving an application for consent under paragraph (5)(b) or refuses consent without giving reasons for that refusal, 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 5 (access to works); and

(b) with the approval of the relevant highway authority after consultation with the relevant planning authority in accordance with Requirement 20 (highway accesses), 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 56 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 9(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.

Power to alter layout etc. of streets

15.—(1) Subject to paragraphs (2) and (3), the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with constructing, operating and maintaining the authorised project, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

(a) alter the level or increase the width of the street including any carriageway, kerb, footway, cycle track or verge;

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

(c) alter, remove, replace and relocate any street furniture, including bollards, lighting columns, road signs.

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

(3) The powers conferred by paragraph (1) must not be exercised without the consent of the street authority, such consent not to be unreasonably withheld.

(4) Paragraphs (2) and (3) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

(5) If the street authority fails to notify the undertaker of its decision within 56 days of receiving an application for consent under paragraph (3), the street authority is deemed to have given approval.

Traffic Regulation

16.—(1) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, the undertaker may at any time, for the purposes of the construction of the authorised project—

(a) prohibit vehicular access, waiting of vehicles and parking and regulate vehicular speed by imposing speed restrictions on vehicles in the manner specified in Part 1 of Schedule 6 (traffic regulation) on those roads specified in column (1) and along the lengths and between the points specified in column (2) in the manner specified in column (3) of that Part of that Schedule; and

(b) regulate vehicular speed by imposing speed restrictions on vehicles in the manner specified in Part 2 of Schedule 6 (traffic regulation) on those roads specified in column (1) and along the lengths and between the points specified in column (2) in the manner specified in column (3) of that Part of that Schedule.

(2) Without limiting the scope of the specific powers conferred by paragraph (1) but subject to the provisions of this article and the consent of the traffic authority in whose area the road concerned is situated, the undertaker may at any time, in so far as may be expedient or necessary for the purposes of or in connection with construction of the authorised project—

(a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;

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

(c) make provision as to the maximum speed, direction or priority of vehicular traffic on any road; and

(d) place or maintain traffic signs,

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

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

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

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

(4) Any prohibition, restriction or other provision made by the undertaker under paragraph (1) or (2)—

(a) has effect as if duly made by the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act and the instrument by which it is effected may specify savings and exemptions (in addition to those mentioned in Schedule 6 (traffic regulation) to which the prohibition, restriction or other provision is subject); and

(b) is deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004(**a**) (road traffic contraventions subject to civil enforcement).

(5) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraphs (1) and (2) at any time prior to the part of the authorised project to which it relates being brought into operational use.

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

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

(8) If the traffic authority fails to notify the undertaker of its decision within 56 days of receiving an application for consent under paragraphs (1) and (2) the traffic authority is deemed to have granted consent.

PART 4

Supplemental powers

Discharge of water

17.—(1) Subject to paragraphs (3) and (4) below, the undertaker may use any watercourse or any public sewer, drain or other suitable land for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) 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(**b**) (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 carry out any works to any public sewer or drain pursuant to article 17(1) 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 any watercourse forming part of a main river as defined under section 113(1) of the Water Resources Act 1991(**c**).

(**a**) 2004 c.18.
(**b**) 1991 c.56. Section 106 was amended by section by sections 43(2) and 35(8)(a) of and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c.43) and sections 99(2), (4), (5)(a), (5)(b), (5)(c) and 36(2) and 99 of the Water Act 2003 (c.37) and section 32, Schedule 3, paragraph 16(1) of the Flood and Water Management Act 2010 c.29.
(**c**) 1991 c.57.

(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) This article does not authorise any water discharge or groundwater activity for which an environmental permit is required by regulation 12 (requirement for an environmental permit) of the 2016 Regulations.

(8) In this article—

(a) "public sewer or drain" means a sewer or drain which either belongs to a sewerage undertaker, the Environment Agency, an internal drainage board or a local authority or one which such body has permissive rights over; 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 paragraph (3) 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

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

(a) survey or investigate the land;

(b) without prejudice to the generality of sub-paragraph (a), make trial holes or bore 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), carry out ecological or archaeological investigations on such land, including the digging of trenches; and

(d) 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, bore holes or 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, bore holes or trenches.

(4) No trial holes, bore holes or trenches may be made under this article—

(a) in land forming a railway without the consent of Network Rail(a);

(b) in land held by or in right of the Crown without the consent of the Crown;

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

(d) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld or delayed.

(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)(c) in the case of a highway authority; or

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

that authority is deemed to have granted consent.

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

Removal of Human Remains

19.—(1) In this article, "the specified land" means the land within the Order limits landward of mean low water springs.

(2) Before the undertaker carries out any development or works which will or may disturb any human remains in the specified land, it must remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.

(3) Subject to paragraph (12), before any such remains are removed from the specified land, the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

(a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised project; and

(b) displaying a notice in a conspicuous place on or near to the specified land.

(4) As soon as reasonably practicable after the first publication of a notice under paragraph (3), the undertaker must send a copy of the notice to the relevant planning authority.

(5) At any time within 56 days after the first publication of a notice under paragraph (3), any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—

(a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or

(b) removed to, and cremated in, any crematorium

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question must be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who must remove the remains and as to the payment of the costs of the application.

(8) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

(a) within the period of 56 days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or

(b) such notice is given and no application is made under paragraph (7) within 56 days after the giving of the notice, but the person who gave the notice fails to remove the remains within a further period of 56 days; or

(c) within 56 days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10), the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(11) On the re-interment or cremation of any remains under this article—

(a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and

(b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (4).

(12) No notice is required under paragraph (3) before the removal of any human remains where the undertaker is satisfied—

(a) that the remains were interred more than 100 years ago; and

(b) that no relative or personal representative of the deceased is likely to object to the remains being removed in accordance with this article.

(13) In the case of remains in relation to which paragraph (12) applies, the undertaker—

(a) may remove the remains;

(b) must apply for direction from the Secretary of State under paragraph (15) as to their subsequent treatment; and

(c) must deal with the remains in such manner, and subject to such conditions, as the Secretary of State directs.

(14) In this article—

(a) references to a relative of the deceased are to a person who—

(i) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or

(ii) is, or is a child of, a brother, sister, uncle or aunt of the deceased; and

(b) references to a personal representative of the deceased are to a person or persons who—

(i) is the lawful executor of the estate of the deceased; or

(ii) is the lawful administrator of the estate of the deceased.

(15) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(16) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(17) Section 25 of the Burial Act 1857(**a**) (offence of removal of body from burial ground) does not apply to a removal carried out in accordance with this article.

PART 5

Powers of Acquisition

Compulsory acquisition of land

20.—(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 22 (compulsory acquisition of rights) and article 28 (temporary use of land for carrying out the authorised project).

Time limit for exercise of authority to acquire land compulsorily

21.—(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 (execution of declaration) of the 1981 Act(**b**) as applied by article 24 (application of the 1981 Act).

(2) The authority conferred by article 28 (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

22.—(1) Subject to paragraph (2), 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 20 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this article, article 23 (private rights) and article 30 (statutory undertakers), 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 existing rights over land and the creation and 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(**c**), 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 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.

(**a**) 1857 c.81. Section 25 was amended by section 2 of the Church of England (Miscellaneous Provisions) Measure 2014 No.1.
(**b**) 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).
(**c**) Section 8 was amended by paragraph 2 of Schedule 17 to the Housing and Planning Act 2016 (c.22) and paragraph 62 of Schedule 1 to the Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009/1307.

(5) In any case where the acquisition of existing rights or 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 and impose such restrictive covenants to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(7) Subject to the modifications set out in Schedule 8 the enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply in the case of a compulsory acquisition under this Order in respect of a right by the creation of a new right or imposition of a restriction as they apply to the compulsory purchase of land and interests in land.

(8) So much of the special category land as is required for the purposes of exercising the powers acquired by the undertaker pursuant to this article is discharged from all rights, trusts and incidents to which it was previously subject, so far as their continuance would be inconsistent with the exercise of those rights.

Private rights

23.—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 20 (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 20—

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

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

(**a**) Section 11(1) was amended by sections 186 to 188 of the Housing and Planning Act 2016 (c.22), paragraph 14 of Schedule 4 to the Acquisition of Land Act 1981 (c.67) and paragraph 12 of Schedule 5 to the Church of England (Miscellaneous Provision) Measure 2006 No 1.

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act(**a**) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 30 (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

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

(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)(**b**)—

(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 21 (time limit for exercise of authority to acquire land compulsorily) of the Outer Dowsing Offshore Wind Farm Order 202[ ]".

(7) In section 6 (notices after execution of declaration)(**c**), 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), omit the words "(as modified by section 4 of the Acquisition of Land Act 1981)".

(**a**) Section 138 was amended by section 23 of the Growth and Infrastructure Act 2013 (c.27) and paragraph 12 of Schedule 1 to the Communications Act 2003 and Digital Economy Act 2019 (Consequential Amendments to Primary Legislation) Regulations 2017 (S.I 2017/1285).

(**b**) Section 5B was inserted by section 202 of the Housing and Planning Act 2016 (c.22) and amended by section 185 of the Levelling-up and Regeneration Act 2023 (c.55).

(**c**) Section 6 was amended by paragraph 7 of Schedule 15 to the Housing and Planning Act 2016 (c.22) and section 4 and paragraph 52 of Schedule 2 to the Planning (Consequential Provisions) Act 1990 (c.11).

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration)(**a**), for paragraph 1(2) substitute—

"(2) But see article 26(1) (acquisition of subsoil or airspace only) of the Outer Dowsing Offshore Wind Farm Order 202[ ], which excludes the acquisition of subsoil or airspace from this Schedule.".

(10) References to the 1965 Act in the 1981 Act must be construed as references to that Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 25 (modification of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

Modification of Part 1 of the Compulsory Purchase Act 1965

25.—(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)(**b**)—

(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 21 (time limit for exercise of authority to acquire land compulsorily) of the Outer Dowsing 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) (interests omitted from purchase), for "section 4 of this Act" substitute "article 21 (time limit for exercise of authority to acquire land compulsorily) of the Outer Dowsing Offshore Wind Farm Order 202[ ]".

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

(a) for paragraphs 1(2) and 14(2) substitute—

"(2) But see article 26(3) (acquisition of subsoil or airspace only) of the Outer Dowsing Offshore Wind Farm Order 202[ ], which excludes the acquisition of subsoil or airspace from this Schedule"; 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 28 (temporary use of land for carrying out the authorised project) or article 29 (temporary use of land for maintaining the authorised project) of the Outer Dowsing Offshore Wind Farm Order 202[ ]."

(**a**) Schedule A1 was inserted by section 216 and paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c.22).
(**b**) Section 4A was inserted by section 202 of the Housing and Planning Act 2016 (c.22) and was amended by section 185 of the Levelling-up and Regeneration Act 2023 (c.55).
(**c**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c.22).

Acquisition of subsoil or airspace only

26.—(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 20 (compulsory acquisition of land) or article 22 (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 as modified by Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions);

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

(c) Section 153(4A) (reference of objection to Upper Tribunal: general) of the 1990 Act(**a**).

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Rights under or over streets

27.—(1) The undertaker may enter on and appropriate so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or airspace 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 (determination of questions of disputed compensation) 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

28.—(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

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(**a**) Section 153(4A) was inserted by section 200 of the Housing and Planning Act 2016 (c.22).

(ii) any other Order land as is required for the authorised project or to facilitate, or is incidental to it, and in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) 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;

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

(g) carry out mitigation works required pursuant to the requirements in Schedule 1.

(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—

(a) in the case of land specified in paragraph 1(a)(i) 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); or

(b) in the case of land specified in paragraph 1(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was 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 any building, structure, drain or electric line removed under this article;

(b) remove any drainage works installed by the undertaker under this article;

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 2 (streets subject to street works); or

(d) restore the land on which any works have been carried out under paragraph (1)(e) or (1)(g) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 1.

(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 (determination of disputed compensation) 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 22 (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 26 (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(**a**) (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) So much of the special category land as is required for the purposes of exercising the powers pursuant to this article is temporarily discharged from all rights, trusts and incidents to which it was previously subject, so far as their continuance would be inconsistent with the exercise of those powers, and only for such time as any special category land is being used under this article.

Temporary use of land for maintaining authorised project

29.—(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

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

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; and

(b) any period falling between the date at which temporary possession is no longer permitted under article 28(3) and the date on which the authorised project first exports electricity to the national electricity transmission network.

(12) So much of the special category land as is required for the purposes of exercising the powers pursuant to this article is temporarily discharged from all rights, trusts and incidents to which it was previously subject, so far as their continuance would be inconsistent with the exercise of those powers, and only for such time as any special category land is being used under this article.

Statutory undertakers

30. Subject to the provisions of Schedule 18 (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

31.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 30 (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 30, 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 (street works in England and Wales) 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" means a gas, water, electricity of sewerage undertaker.

PART 6

Operations

Deemed marine licences under the 2009 Act

32. The marine licences set out in Schedule 10 (deemed licence under the 2009 Act – generation assets), Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets), Schedule 12 (deemed licence under the 2009 Act – northern artificial nesting structure 1), Schedule 13 (deemed licence under the 2009 Act – northern artificial nesting structure 2), Schedule 14 (deemed licence under the 2009 Act – southern artificial nesting structure 1), Schedule 15 (deemed licence under the 2009 Act – southern artificial nesting structure 2) and Schedule 16 (deemed licence under the 2009 Act – biogenic reef creation) are deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act 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

33.—(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.

Amendment of local legislation

34.—(1) The following local enactments and local byelaws, and any byelaws or other provisions made under any of those enactments or byelaws, are hereby excluded and do not apply insofar as inconsistent with a provision, of or a power conferred by paragraphs 1 to 5 and 7 of Part 6 of Schedule 18 of this Order—

(a) Public Act, 2 George III, c. 32;

(b) Public Act, 16 George III, c. 23;

(c) Boston Port and Harbour Act 1812;

(d) Act for improving the Port and Harbour of Boston 1827;

(e) An Act for amending the several Acts relating to the Port and Harbour of Boston in the county of Lincoln 1842;

(f) River Welland Dues Act 1842;

(g) River Witham Outfall Improvement Act 1880;

(h) Boston Dock Act 1881;

(i) Boston Corporation Act 1935;

(j) Boston Harbour Revision Order 1989; and

(k) Boston Dock Byelaws 1947.

(2) The following local enactments and local byelaws, and any byelaws or other provisions made under any of those enactments or byelaws, are hereby excluded and do not apply insofar as inconsistent with a provision, of or a power conferred by this Order—

(a) Black Sluice Drainage Act 1765;

(b) Black Sluice Drainage Act 1770;

(c) Black Sluice Drainage Act 1846;

(d) Black Sluice Drainage Act 1849;

(e) Black Sluice Drainage Act 1880;

(f) Land Drainage (Black Sluice) Provisional Order Confirmation Act 1925; and

(g) Black Sluice Internal Drainage Board Complete Land Drainage Byelaws 1988.

(3) For the purpose of paragraphs (1) and (2) a provision is inconsistent with a provision or the exercise of a power conferred by this Order if and insofar as (in particular)—

(a) it would make it an offence to take action, or not to take action, in pursuance of a power conferred by this Order;

(b) action taken in pursuance of a power conferred by this Order would cause the provision to apply so as to enable a person to require the taking of remedial or other action or so as to enable remedial or other action to be taken; or

(c) action taken in pursuance of a power or duty under the provisions would or might interfere with the exercise of any work authorised by this Order.

(4) Where any person notifies the undertaker in writing that anything done or proposed to be done by the undertaker or by virtue of this Order would amount to a contravention of a statutory provision of local application, the undertaker must as soon as reasonably practicable, and at any rate within 14 days of receipt of the notice, respond in writing setting out—

(a) whether the undertaker agrees that the action taken or proposed does or would contravene the provision of local application;

(b) if the undertaker does agree, the grounds (if any) on which the undertaker believes that the provision is excluded by this article; and

(c) the extent of that exclusion.

Operational land for purposes of the 1990 Act

35. 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

36.—(1) Subject to article 37 (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 onshore preparation works, or 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 (determination of questions of disputed compensation) 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 and specified in Schedule 17, Part 1 (removal of hedgerows) 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 17, Part 2 (removal of important hedgerows).

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

Trees subject to tree preservation orders

37.—(1) The undertaker may fell or lop or cut back the roots of any tree within or overhanging land within the Order limits that is subject to a tree preservation order made after 13 October 2023 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 onshore preparation works, or any apparatus used in connection with the onshore preparation works;

(b) 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

(c) 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, will be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

Protective provisions

38. Schedule 18 (protective provisions) has effect.

Arbitration

39.—(1) Subject to article 43 (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 19 (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 is not subject to arbitration.

Requirements, appeals, etc.

40.—(1) Where an application is made to, or a request is made of, Lincolnshire County Council or any other relevant person for any agreement or approval required or contemplated by any of the provisions of this Order, such agreement or approval must, if given, be given in writing and must not be unreasonably withheld or delayed

(2) Schedule 20 (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.

Certification of plans etc.

41.—(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 21 (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.

Abatement of works abandoned or decayed

42. Where Work Nos. 1(a), 2, 3 or 7 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 Nos. 1(a), 2, 3 or 7 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 Nos. 1(a), 2, 3 or 7 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

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

Crown rights

44.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter on 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**) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).

(a) belonging to His 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 His 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 His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in the 2008 Act(**a**)) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

Funding

45.—(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 20 (compulsory acquisition of land);

(b) article 22 (compulsory acquisition of rights);

(c) article 23 (private rights);

(d) article 26 (acquisition of subsoil or airspace only);

(e) article 27 (rights under or over streets);

(f) article 28 (temporary use of land for carrying out the authorised project);

(g) article 29 (temporary use of land for maintaining the authorised project); and

(h) article 30 (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.

Compensation provisions

46. Schedule 22 (compensation provisions) has effect.

Service of notices

47.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

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(**a**) "Crown land" is defined in section 227 of the 2008 Act.

(c) with the consent of the recipient and subject to paragraphs (5) to (8) by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to services by post) of the Interpretation Act 1978(**a**) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

(a) addressing it to that person by name or by the description of "owner", or as the case may be "occupier", of the land (describing it); and

(b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article "legible in all material respects" means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

(**a**) 1978 c.30.

Transfer of functions of the relevant local planning authority

48.—(1) For the purposes of this Order only, the relevant local planning authority referred to in Part 8 of the 2008 Act shall be Lincolnshire County Council in respect of the following articles—

(a) Article 9 (Street works);

(b) Article 10 (Application of the 1991 Act);

(c) Article 11 (Temporary stopping up of public rights of way);

(d) Article 12 (Temporary stopping up of streets);

(e) Article 13 (Access to works);

(f) Article 14 (Agreements with street authorities);

(g) Article 15 (Power to alter layout etc. of streets); and

(h) Article 16 (Traffic Regulation).

(2) For the purposes of this Order only, the relevant local planning authority referred to in Part 8 of the 2008 Act shall be Lincolnshire County Council in respect of the following requirements—

(a) Requirement 8 (Stages of authorised project onshore);

(b) Requirement 9 (detailed onshore design parameters);

(c) Requirement 10 (provision of landscaping);

(d) Requirement 11 (implementation and maintenance of landscaping);

(e) Requirement 12 (ecological management plan);

(f) Requirement 13 (Fencing and other means of permanent enclosure);

(g) Requirement 14 (Temporary fencing and other temporary means of enclosure);

(h) Requirement 15 (Operational drainage management and emergency flood response);

(i) Requirement 16 (Operational drainage management and emergency flood response);

(j) Requirement 17 (onshore archaeology);

(k) Requirement 18 (Code of construction practice);

(l) Requirement 19 (Construction hours);

(m) Requirement 20 (highway accesses);

(n) Requirement 21 (traffic);

(o) Requirement 22 (public rights of way);

(p) Requirement 23 (Construction hours);

(q) Requirement 24 (Onshore decommissioning);

(r) Requirement 25 (Control of noise during operational phase);

(s) Requirement 26 (Control of artificial light emissions during operational phase); and

(t) Requirement 30 (Skills, supply chain and employment).

Signed by authority of the Secretary of State for Energy Security and Net Zero

Name

Address

Title

Date

Department for Energy Security and Net Zero

Comment [ERR4]: *Warning only Low impact [e00120] GLOBAL The signature date has not yet been completed*

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 54 kilometres from the Lincolnshire 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 100 wind turbine generators each fixed to the seabed by either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations fitted with rotating blades and situated within the area shown on the works plans and further comprising (b) below;

(b) a network of subsea array cables between the wind turbine generators and between the wind turbine generators and the offshore transformer substations forming part of Work No. 3 including one or more cable crossings;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

Work No. 2— up to one offshore accommodation platform fixed to the seabed by either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations;

Work No. 3—

(a) up to four small offshore transformer substations each fixed to the seabed by monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations; or

(b) up to two large offshore transformer substations each fixed to the seabed by monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations;

Work No. 4— a network of interlink cables between the offshore transformer substations comprised within Work No. 3 and between the offshore transformer substations and the offshore accommodation platform comprised within Work No. 2, for the transmission of electricity and electronic communications, including one or more cable crossings;

Work No. 5— up to four cable circuits between Work No.3 and Work No.7, and between Work No.7 and Work No.11 or between Work No.3 and Work No.11 consisting of offshore export cables along routes within the Order limits seaward of MLWS including one or more cable crossings;

Work No. 6— up to six temporary trenchless technique exit pits;

Work No. 7— up to two offshore reactive compensation platforms fixed to the seabed by monopile, pin pile jacket or suction bucket jacket foundations;

Work No. 8— a temporary work area associated with Work Nos. 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

Work No. 9— offshore artificial nesting structure(s);

Work No. 10— creation and recreation of biogenic reef within the Inner Dowsing Race Bank and North Ridge Special Area of Conservation;

Between MLWS and MHWS and in the County of Lincolnshire, District of East Lindsey

Work No. 11— landfall connection works consisting of up to four underground cable circuits and up to six associated cable ducts to Work No. 12;

In the County of Lincolnshire, District of East Lindsey, the Borough of Boston and the District of South Holland

Work No. 12— up to four underground cable circuits and up to six associated cable ducts to Work No. 13;

Work No. 13—works consisting of—

(a) up to six trenchless technique drilling launch pits;

(b) up to four underground cable circuits and up to six associated cable ducts to Work No. 14;

(c) up to four underground cable circuits and associated cable ducts from Work No. 14 to Work No. 15;

(d) a landfall temporary works area;

(e) storage areas;

(f) drainage works;

(g) construction of a haul road; and

(h) vehicular access tracks, bellmouths and footpaths;

Work No. 14— up to six transition joint bays including ground preparation;

Work No. 15— works consisting of—

(a) up to four underground cable circuits and associated cable ducts to Work No. 16;

(b) up to 680 link boxes and/or earth pits;

(c) up to 680 joint bays;

(d) temporary trenchless technique compounds;

(e) storage areas;

(f) drainage works;

(g) construction of a haul road; and

(h) vehicular access tracks, bellmouths and footpaths;

Work No. 16— works consisting of—

(a) an onshore HVAC substation;

(b) up to four underground cable circuits and associated cable ducts between Work No. 15 and the onshore HVAC substation;

(c) up to two underground cable circuits and associated cable ducts between the onshore HVAC substation and Work No.17;

(d) construction of a haul road;

(e) vehicular access tracks, bellmouths and footpaths;

(f) temporary works areas to support the construction activities;

(g) storage areas; and

(h) ground preparation and ground-raising;

Work No. 17— connection works consisting of—

(a) up to two underground cable circuits and associated cable ducts between the onshore HVAC substation forming part of Work No. 15 and a National Grid substation, including a connection above ground;

(b) electrical engineering works within or around the National Grid substation buildings and compound;

(c) up to 20 link boxes and/or earth pits;

(d) up to 20 joint bays;

(e) temporary trenchless technique compounds;

(f) storage areas;

(g) drainage works;

(h) construction of a haul road; and

(i) vehicular access tracks, bellmouths and footpaths;

Work No. 18— temporary vehicular access tracks, bellmouths and associated footpaths.

Work No. 19— temporary works consisting of—

(a) temporary works areas to support the construction activities;

(b) temporary construction ramps;

(c) storage areas to assist with the onshore transmission works;

(d) drainage works; and

(e) vehicular access tracks, bellmouths and footpaths;

Work No. 20— permanent vehicular access tracks to serve Work Nos. 13 and 16, bellmouths, drainage works and associated footpaths;

Work No. 21—alterations including widening of the highway, provision of passing bays, culverting and drainage works;

Work No. 22— works comprising the reinforcement or replacement of the bridge;

Work No. 23— landscaping works including bunding and planting, drainage works, and formation of footpaths and access;

Work No. 24— drainage works, formation of footpaths and access;

Work No. 25— drainage works, sustainable drainage system ponds, surface water management systems, formation of footpaths and access;

In connection with such Work Nos. 1 to 11 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 development 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 but not limited to the placement of rock, split pipe system, and/or mattresses;

(c) cable crossings;

(d) dredging;

(e) the removal of material from the seabed required for the construction of Work Nos. 1 to 11 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation works (such as sandwave clearance and boulder clearance) and excavation of trenchless technique drilling pits; and

(f) removal of static fishing equipment;

and in connection with such Work Nos. 11 to 25 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

development and which fall within the scope of the work assessed by the environmental statement, including—

(a) haul roads, ramps, bridges, means of access and footpaths, creation and enhancement of tracks and footpaths;

(b) bunds, embankments, swales, landscaping, ground preparation, vegetation clearance, ground-raising, signage, fencing and boundary treatments;

(c) habitat creation and enhancement;

(d) spoil storage and associated control measures;

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

(f) works for the provision of apparatus, including cabling, water and electricity supply works, foul drainage provision, surface water management systems, flumes 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 related works;

(j) other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project;

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

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

(m) works of restoration; and

(n) fencing or other means of enclosure.

2. The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below and more particularly shown on the offshore order limits and grid coordinates plan—

Point	*Latitude*	*Longitude*
1	53° 08′ 52.043″ N	000° 54′ 34.557″ E
2	53° 11′ 4.707″ N	000° 50′ 25.862″ E
3	53° 11′ 34.315″ N	000° 51′ 21.795″ E
5	53° 09′ 58.581″ N	000° 34′ 54.557″ E
6	53° 10′ 23.017″ N	000° 33′ 37.116″ E
7	53° 08′ 44.097″ N	000° 32′ 22.615″ E
8	53° 08′ 46.490″ N	000° 31′ 6.276″ E
9	53° 11′ 18.105″ N	000° 33′ 14.671″ E
10	53° 10′ 37.912″ N	000° 35′ 44.425″ E
12	53° 12′ 23.449″ N	000° 35′ 5.357″ E
13	53° 12′ 28.510″ N	000° 34′ 44.027″ E
14	53° 13′ 50.373″ N	000° 35′ 38.913″ E
15	53° 13′ 18.481″ N	000° 36′ 31.958″ E
17	53° 07′ 37.765″ N	000° 59′ 12.242″ E
18	53° 13′ 9.723″ N	000° 54′ 3.794″ E
19	53° 15′ 9.191″ N	000° 55′ 41.727″ E
20	53° 13′ 25.250″ N	001° 00′ 8.828″ E
22	53° 14′ 4.788″ N	000° 38′ 30.377″ E
23	53° 14′ 6.175″ N	000° 37′ 53.971″ E

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24	53° 15′ 1.702″ N	000° 38′ 1.679″ E
25	53° 15′ 1.685″ N	000° 38′ 4.229″ E
26	53° 15′ 51.200″ N	000° 38′ 26.112″ E
27	53° 15′ 34.130″ N	000° 39′ 8.260″ E
29	53° 15′ 9.583″ N	000° 42′ 34.551″ E
30	53° 15′ 41.756″ N	000° 41′ 36.844″ E
31	53° 15′ 56.790″ N	000° 41′ 37.691″ E
32	53° 16′ 56.770″ N	000° 43′ 12.509″ E
33	53° 16′ 23.463″ N	000° 43′ 54.514″ E
35	53° 16′ 19.458″ N	000° 34′ 46.173″ E
36	53° 17′ 17.615″ N	000° 34′ 54.292″ E
37	53° 17′ 8.480″ N	000° 35′ 44.114″ E
39	53° 15′ 29.389″ N	000° 39′ 45.725″ E
40	53° 16′ 2.527″ N	000° 38′ 31.120″ E
41	53° 17′ 22.679″ N	000° 39′ 6.577″ E
42	53° 17′ 43.004″ N	000° 39′ 53.733″ E
43	53° 17′ 27.210″ N	000° 41′ 31.415″ E
45	53° 16′ 22.557″ N	000° 37′ 45.996″ E
46	53° 16′ 36.345″ N	000° 37′ 14.922″ E
47	53° 18′ 2.541″ N	000° 37′ 52.688″ E
48	53° 17′ 50.789″ N	000° 39′ 5.529″ E
49	53° 17′ 13.200″ N	000° 38′ 2.681″ E
51	53° 20′ 31.908″ N	000° 40′ 44.792″ E
52	53° 20′ 31.498″ N	000° 39′ 39.921″ E
53	53° 20′ 34.873″ N	000° 39′ 39.958″ E
54	53° 20′ 36.959″ N	000° 34′ 13.419″ E
55	53° 21′ 9.344″ N	000° 34′ 47.278″ E
56	53° 21′ 8.449″ N	000° 40′ 40.884″ E
58	53° 21′ 42.482″ N	000° 54′ 35.283″ E
59	53° 21′ 40.385″ N	000° 52′ 17.167″ E
60	53° 22′ 28.482″ N	000° 51′ 11.974″ E
61	53° 22′ 27.873″ N	000° 52′ 52.820″ E
63	53° 21′ 43.928″ N	000° 45′ 47.084″ E
64	53° 22′ 28.984″ N	000° 46′ 1.429″ E
65	53° 22′ 28.153″ N	000° 48′ 3.606″ E
67	53° 21′ 49.731″ N	000° 43′ 36.612″ E
68	53° 22′ 31.123″ N	000° 43′ 21.156″ E
69	53° 22′ 24.719″ N	000° 44′ 59.434″ E
70	53° 21′ 52.700″ N	000° 45′ 0.546″ E
72	53° 23′ 28.968″ N	001° 36′ 50.876″ E
73	53° 24′ 16.718″ N	001° 36′ 29.872″ E
74	53° 25′ 20.282″ N	001° 40′ 32.493″ E
75	53° 26′ 57.794″ N	001° 43′ 24.853″ E
76	53° 27′ 49.898″ N	001° 44′ 31.828″ E
77	53° 29′ 41.527″ N	001° 45′ 49.905″ E
78	53° 30′ 58.889″ N	001° 46′ 11.727″ E
79	53° 32′ 26.981″ N	001° 46′ 26.029″ E
80	53° 29′ 31.665″ N	001° 50′ 59.277″ E
81	53° 28′ 40.456″ N	001° 50′ 35.937″ E
82	53° 28′ 15.252′ N	001° 49′ 10.015″ E

83	53° 27′ 55.714″ N	001° 48′ 37.205″ E
84	53° 27′ 22.142″ N	001° 48′ 29.033″ E
85	53° 26′ 51.166″ N	001° 48′ 21.158″ E
86	53° 26′ 12.576″ N	001° 48′ 8.060″ E
87	53° 25′ 38.653″ N	001° 48′ 8.593″ E
88	53° 15′ 23.267″ N	000° 19′ 43.506″ E
89	53° 15′ 23.609″ N	000° 19′ 44.116″ E
90	53° 15′ 23.996″ N	000° 19′ 44.804″ E
91	53° 15′ 24.263″ N	000° 19′ 45.279″ E
92	53° 15′ 26.776″ N	000° 19′ 49.753″ E
93	53° 15′ 27.959″ N	000° 19′ 51.860″ E
94	53° 15′ 38.568″ N	000° 20′ 24.961″ E
95	53° 15′ 38.569″ N	000° 20′ 25.004″ E
96	53° 15′ 38.571″ N	000° 20′ 25.302″ E
97	53° 15′ 38.575″ N	000° 20′ 25.748″ E
98	53° 15′ 38.627″ N	000° 20′ 32.317″ E
99	53° 15′ 38.679″ N	000° 20′ 38.886″ E
100	53° 15′ 40.504″ N	000° 24′ 36.753″ E
101	53° 15′ 45.998″ N	000° 27′ 7.864″ E
102	53° 15′ 46.001″ N	000° 27′ 13.231″ E
103	53° 15′ 57.880″ N	000° 27′ 43.029″ E
104	53° 16′ 27.853″ N	000° 29′ 7.103″ E
105	53° 16′ 56.862″ N	000° 30′ 14.887″ E
106	53° 17′ 5.090″ N	000° 30′ 34.122″ E
107	53° 17′ 10.091″ N	000° 30′ 45.655″ E
108	53° 17′ 11.076″ N	000° 31′ 48.010″ E
109	53° 17′ 40.520″ N	000° 31′ 55.865″ E
110	53° 18′ 59.574″ N	000° 34′ 58.518″ E
111	53° 19′ 1.928″ N	000° 35′ 3.962″ E
112	53° 19′ 28.366″ N	000° 35′ 2.779″ E
113	53° 19′ 29.931″ N	000° 36′ 32.909″ E
114	53° 19′ 30.814″ N	000° 36′ 36.504″ E
115	53° 19′ 52.317″ N	000° 38′ 4.115″ E
116	53° 20′ 5.544″ N	000° 39′ 33.663″ E
117	53° 20′ 5.352″ N	000° 39′ 34.675″ E
118	53° 20′ 5.258″ N	000° 39′ 39.628″ E
119	53° 20′ 3.949″ N	000° 40′ 47.782″ E
120	53° 20′ 3.608″ N	000° 41′ 5.490″ E
121	53° 20′ 6.501″ N	000° 42′ 12.019″ E
122	53° 20′ 13.168″ N	000° 43′ 51.174″ E
123	53° 20′ 16.468″ N	000° 44′ 20.272″ E
124	53° 20′ 26.562″ N	000° 44′ 49.621″ E
125	53° 20′ 39.175″ N	000° 45′ 11.903″ E
126	53° 20′ 46.964″ N	000° 45′ 18.483″ E
127	53° 20′ 52.069″ N	000° 45′ 21.845″ E
128	53° 20′ 53.926″ N	000° 45′ 22.442″ E
129	53° 21′ 21.774″ N	000° 46′ 25.825″ E
130	53° 21′ 25.062″ N	000° 46′ 38.723″ E
131	53° 21′ 26.153″ N	000° 46′ 53.091″ E
132	53° 21′ 28.991″ N	000° 52′ 59.849″ E

133	53° 21′ 30.092″ N	000° 55′ 34.182″ E
134	53° 21′ 31.588″ N	000° 59′ 17.599″ E
135	53° 20′ 38.347″ N	001° 02′ 14.919″ E
136	53° 20′ 32.026″ N	001° 06′ 59.054″ E
137	53° 25′ 18.619″ N	001° 13′ 18.173″ E
138	53° 25′ 30.060″ N	001° 13′ 18.317″ E
139	53° 25′ 30.054″ N	001° 13′ 35.555″ E
140	53° 25′ 55.049″ N	001° 13′ 35.555″ E
141	53° 26′ 5.529″ N	001° 13′ 18.763″ E
142	53° 28′ 51.538″ N	001° 13′ 20.848″ E
143	53° 28′ 51.539″ N	001° 13′ 20.848″ E
144	53° 28′ 27.088″ N	001° 10′ 54.113″ E
145	53° 28′ 40.336″ N	001° 10′ 32.794″ E
146	53° 29′ 37.647″ N	001° 09′ 0.491″ E
147	53° 29′ 37.332″ N	001° 06′ 3.730″ E
148	53° 29′ 19.041″ N	001° 03′ 53.183″ E
149	53° 32′ 32.232″ N	001° 00′ 59.093″ E
150	53° 34′ 31.492″ N	001° 04′ 32.616″ E
151	53° 36′ 34.077″ N	001° 08′ 26.916″ E
152	53° 39′ 12.689″ N	001° 28′ 43.588″ E
153	53° 32′ 3.757″ N	001° 32′ 46.680″ E
154	53° 30′ 57.848″ N	001° 26′ 4.442″ E
155	53° 30′ 57.847″ N	001° 26′ 4.443″ E
156	53° 30′ 41.451″ N	001° 26′ 4.344″ E
157	53° 28′ 8.999″ N	001° 20′ 25.101″ E
158	53° 27′ 40.033″ N	001° 19′ 34.731″ E
159	53° 25′ 5.940″ N	001° 15′ 7.257″ E
160	53° 24′ 46.824″ N	001° 14′ 57.503″ E
161	53° 19′ 31.608″ N	001° 08′ 0.786″ E
162	53° 19′ 24.645″ N	001° 07′ 36.669″ E
163	53° 19′ 32.549″ N	001° 01′ 47.090″ E
164	53° 20′ 25.533″ N	000° 58′ 51.469″ E
165	53° 20′ 23.532″ N	000° 54′ 14.849″ E
166	53° 20′ 17.139″ N	000° 54′ 1.469″ E
167	53° 20′ 23.390″ N	000° 53′ 56.111″ E
168	53° 20′ 21.723″ N	000° 50′ 23.738″ E
169	53° 18′ 58.945″ N	000° 51′ 27.099″ E
170	53° 19′ 48.338″ N	000° 49′ 21.912″ E
171	53° 20′ 10.572″ N	000° 49′ 12.331″ E
172	53° 20′ 9.719″ N	000° 48′ 27.666″ E
173	53° 20′ 20.538″ N	000° 48′ 0.206″ E
174	53° 20′ 20.128″ N	000° 47′ 11.924″ E
175	53° 20′ 7.723″ N	000° 46′ 44.092″ E
176	53° 20′ 7.224″ N	000° 46′ 18.376″ E
177	53° 19′ 55.934″ N	000° 46′ 17.647″ E
178	53° 19′ 16.741″ N	000° 44′ 49.770″ E
179	53° 19′ 14.408″ N	000° 44′ 37.520″ E
180	53° 19′ 10.983″ N	000° 41′ 29.891″ E
181	53° 19′ 10.110″ N	000° 41′ 14.849″ E
182	53° 19′ 7.280″ N	000° 40′ 53.837″ E

183	53° 18′ 2.446″ N	000° 41′ 0.758″ E
184	53° 18′ 3.678″ N	000° 40′ 34.763″ E
185	53° 18′ 15.768″ N	000° 40′ 40.440″ E
186	53° 18′ 15.469″ N	000° 39′ 46.818″ E
187	53° 18′ 10.407″ N	000° 39′ 38.348″ E
188	53° 18′ 57.173″ N	000° 39′ 38.869″ E
189	53° 18′ 45.400″ N	000° 38′ 11.684″ E
190	53° 18′ 41.693″ N	000° 37′ 50.173″ E
191	53° 18′ 35.812″ N	000° 37′ 24.430″ E
192	53° 18′ 29.442″ N	000° 37′ 5.808″ E
193	53° 18′ 2.522″ N	000° 35′ 59.804″ E
194	53° 16′ 6.448″ N	000° 31′ 34.059″ E
195	53° 15′ 50.420″ N	000° 30′ 57.424″ E
196	53° 15′ 48.037″ N	000° 30′ 51.021″ E
197	53° 15′ 47.270″ N	000° 30′ 48.961″ E
198	53° 14′ 39.608″ N	000° 27′ 47.363″ E
199	53° 14′ 35.060″ N	000° 25′ 16.597″ E
200	53° 14′ 33.873″ N	000° 25′ 11.876″ E
201	53° 14′ 33.575″ N	000° 23′ 39.547″ E
202	53° 14′ 33.585″ N	000° 23′ 28.949″ E
203	53° 14′ 33.002″ N	000° 23′ 11.567″ E
204	53° 14′ 32.153″ N	000° 22′ 59.859″ E
205	53° 14′ 31.408″ N	000° 21′ 15.880″ E
206	53° 14′ 31.378″ N	000° 21′ 11.732″ E
207	53° 14′ 31.330″ N	000° 21′ 5.095″ E
208	53° 14′ 31.327″ N	000° 21′ 4.768″ E
209	53° 14′ 58.072″ N	000° 20′ 10.457″ E
210	53° 14′ 59.426″ N	000° 20′ 7.707″ E
211	53° 15′ 0.149″ N	000° 20′ 6.239″ E
212	53° 15′ 0.842″ N	000° 20′ 4.832″ E
213	53° 15′ 1.277″ N	000° 20′ 3.947″ E
214	53° 15′ 1.277″ N	000° 20′ 3.945″ E
215	53° 15′ 1.296″ N	000° 20′ 3.751″ E
216	53° 15′ 1.373″ N	000° 20′ 2.965″ E
217	53° 15′ 1.401″ N	000° 20′ 2.668″ E
218	53° 15′ 1.440″ N	000° 20′ 2.267″ E
219	53° 15′ 1.457″ N	000° 20′ 2.096″ E
220	53° 15′ 1.487″ N	000° 20′ 1.785″ E
221	53° 15′ 1.527″ N	000° 20′ 1.379″ E
222	53° 15′ 1.564″ N	000° 20′ 0.999″ E
223	53° 15′ 1.735″ N	000° 19′ 59.239″ E
224	53° 15′ 1.800″ N	000° 19′ 58.564″ E
225	53° 15′ 1.998″ N	000° 19′ 56.531″ E
226	53° 15′ 2.022″ N	000° 19′ 56.279″ E
227	53° 15′ 2.103″ N	000° 19′ 55.451″ E
228	53° 15′ 2.274″ N	000° 19′ 53.691″ E
229	53° 15′ 2.334″ N	000° 19′ 53.677″ E
230	53° 15′ 2.411″ N	000° 19′ 53.654″ E
231	53° 15′ 2.445″ N	000° 19′ 53.644″ E
232	53° 15′ 2.599″ N	000° 19′ 53.601″ E

233	53° 15′ 2.725″ N	000° 19′ 53.558″ E
234	53° 15′ 2.871″ N	000° 19′ 53.501″ E
235	53° 15′ 2.929″ N	000° 19′ 53.479″ E
236	53° 15′ 3.014″ N	000° 19′ 53.443″ E
237	53° 15′ 3.055″ N	000° 19′ 53.425″ E
238	53° 15′ 3.098″ N	000° 19′ 53.404″ E
239	53° 15′ 3.232″ N	000° 19′ 53.334″ E
240	53° 15′ 3.355″ N	000° 19′ 53.263″ E
241	53° 15′ 3.511″ N	000° 19′ 53.179″ E
242	53° 15′ 3.614″ N	000° 19′ 53.118″ E
243	53° 15′ 3.849″ N	000° 19′ 52.987″ E
244	53° 15′ 3.987″ N	000° 19′ 52.906″ E
245	53° 15′ 4.127″ N	000° 19′ 52.828″ E
246	53° 15′ 4.172″ N	000° 19′ 52.801″ E
247	53° 15′ 4.314″ N	000° 19′ 52.718″ E
248	53° 15′ 4.410″ N	000° 19′ 52.657″ E
249	53° 15′ 4.474″ N	000° 19′ 52.619″ E
250	53° 15′ 4.549″ N	000° 19′ 52.572″ E
251	53° 15′ 4.617″ N	000° 19′ 52.525″ E
252	53° 15′ 4.705″ N	000° 19′ 52.470″ E
253	53° 15′ 4.764″ N	000° 19′ 52.430″ E
254	53° 15′ 4.930″ N	000° 19′ 52.324″E
255	53° 15′ 5.065″ N	000° 19′ 52.233″ E
256	53° 15′ 5.215″ N	000° 19′ 52.140″ E
257	53° 15′ 5.231″ N	000° 19′ 52.131″ E
258	53° 15′ 5.464″ N	000° 19′ 52.000″ E
259	53° 15′ 5.572″ N	000° 19′ 51.946″ E
260	53° 15′ 5.656″ N	000° 19′ 51.906″ E
261	53° 15′ 5.883″ N	000° 19′ 51.810″ E
262	53° 15′ 5.963″ N	000° 19′ 51.784″ E
263	53° 15′ 6.054″ N	000° 19′ 51.750″ E
264	53° 15′ 6.178″ N	000° 19′ 51.712″ E
265	53° 15′ 6.268″ N	000° 19′ 51.677″ E
266	53° 15′ 6.435″ N	000° 19′ 51.628″ E
267	53° 15′ 6.580″ N	000° 19′ 51.589″ E
268	53° 15′ 6.680″ N	000° 19′ 51.555″ E
269	53° 15′ 6.754″ N	000° 19′ 51.533″ E
270	53° 15′ 6.826″ N	000° 19′ 51.512″ E
271	53° 15′ 6.989″ N	000° 19′ 51.460″ E
272	53° 15′ 7.190″ N	000° 19′ 51.392″ E
273	53° 15′ 7.297″ N	000° 19′ 51.358″ E
274	53° 15′ 7.380″ N	000° 19′ 51.328″ E
275	53° 15′ 7.403″ N	000° 19′ 51.320″ E
276	53° 15′ 7.478″ N	000° 19′ 51.296″ E
277	53° 15′ 7.628″ N	000° 19′ 51.242″ E
278	53° 15′ 7.864″ N	000° 19′ 51.164″ E
279	53° 15′ 7.969″ N	000° 19′ 51.124″ E
280	53° 15′ 8.032″ N	000° 19′ 51.098″ E
281	53° 15′ 8.156″ N	000° 19′ 51.056″ E
282	53° 15′ 8.252″ N	000° 19′ 51.020″ E

283	53° 15′ 8.321″ N	000° 19′ 50.997″ E
284	53° 15′ 8.472″ N	000° 19′ 50.934″ E
285	53° 15′ 8.584″ N	000° 19′ 50.893″ E
286	53° 15′ 8.705″ N	000° 19′ 50.838″ E
287	53° 15′ 8.820″ N	000° 19′ 50.789″ E
288	53° 15′ 8.902″ N	000° 19′ 50.753″ E
289	53° 15′ 8.959″ N	000° 19′ 50.730″ E
290	53° 15′ 9.197″ N	000° 19′ 50.618″ E
291	53° 15′ 9.359″ N	000° 19′ 50.538″ E
292	53° 15′ 9.360″ N	000° 19′ 50.538″ E
293	53° 15′ 9.500″ N	000° 19′ 50.467″ E
294	53° 15′ 9.595″ N	000° 19′ 50.423″ E
295	53° 15′ 9.632″ N	000° 19′ 50.408″ E
296	53° 15′ 9.676″ N	000° 19′ 50.391″ E
297	53° 15′ 9.772″ N	000° 19′ 50.345″ E
298	53° 15′ 9.802″ N	000° 19′ 50.332″ E
299	53° 15′ 9.902″ N	000° 19′ 50.296″ E
300	53° 15′ 10.002″ N	000° 19′ 50.256″ E
301	53° 15′ 10.111″ N	000° 19′ 50.219″ E
302	53° 15′ 10.185″ N	000° 19′ 50.191″ E
303	53° 15′ 10.337″ N	000° 19′ 50.142″ E
304	53° 15′ 10.498″ N	000° 19′ 50.088″ E
305	53° 15′ 10.582″ N	000° 19′ 50.064″ E
306	53° 15′ 10.674″ N	000° 19′ 50.032″ E
307	53° 15′ 10.755″ N	000° 19′ 50.007″ E
308	53° 15′ 10.800″ N	000° 19′ 49.992″ E
309	53° 15′ 10.926″ N	000° 19′ 49.958″ E
310	53° 15′ 11.031″ N	000° 19′ 49.933″ E
311	53° 15′ 11.176″ N	000° 19′ 49.889″ E
312	53° 15′ 11.272″ N	000° 19′ 49.864″ E
313	53° 15′ 11.406″ N	000° 19′ 49.821″ E
314	53° 15′ 11.545″ N	000° 19′ 49.780″ E
315	53° 15′ 11.663″ N	000° 19′ 49.741″ E
316	53° 15′ 11.755″ N	000° 19′ 49.714″ E
317	53° 15′ 12.058″ N	000° 19′ 49.609″ E
318	53° 15′ 12.173″ N	000° 19′ 49.566″ E
319	53° 15′ 12.268″ N	000° 19′ 49.533″ E
320	53° 15′ 12.368″ N	000° 19′ 49.493″ E
321	53° 15′ 12.415″ N	000° 19′ 49.474″ E
322	53° 15′ 12.494″ N	000° 19′ 49.444″ E
323	53° 15′ 12.635″ N	000° 19′ 49.381″ E
324	53° 15′ 12.762″ N	000° 19′ 49.328″ E
325	53° 15′ 13.052″ N	000° 19′ 49.186″ E
326	53° 15′ 13.161″ N	000° 19′ 49.129″ E
327	53° 15′ 13.252″ N	000° 19′ 49.083″ E
328	53° 15′ 13.441″ N	000° 19′ 48.981″ E
329	53° 15′ 13.679″ N	000° 19′ 48.847″ E
330	53° 15′ 13.777″ N	000° 19′ 48.791″ E
331	53° 15′ 13.906″ N	000° 19′ 48.711″ E
332	53° 15′ 14.019″ N	000° 19′ 48.646″ E

333	53° 15′ 14.135″ N	000° 19′ 48.577″ E
334	53° 15′ 14.204″ N	000° 19′ 48.537″ E
335	53° 15′ 14.312″ N	000° 19′ 48.469″ E
336	53° 15′ 14.429″ N	000° 19′ 48.400″ E
337	53° 15′ 14.508″ N	000° 19′ 48.351″ E
338	53° 15′ 14.581″ N	000° 19′ 48.309″ E
339	53° 15′ 14.601″ N	000° 19′ 48.297″ E
340	53° 15′ 14.757″ N	000° 19′ 48.202″ E
341	53° 15′ 14.865″ N	000° 19′ 48.143″ E
342	53° 15′ 14.979″ N	000° 19′ 48.073″ E
343	53° 15′ 15.067″ N	000° 19′ 48.025″ E
344	53° 15′ 15.283″ N	000° 19′ 47.900″ E
345	53° 15′ 15.348″ N	000° 19′ 47.866″ E
346	53° 15′ 15.418″ N	000° 19′ 47.824″ E
347	53° 15′ 15.591″ N	000° 19′ 47.727″ E
348	53° 15′ 15.705″ N	000° 19′ 47.666″ E
349	53° 15′ 15.910″ N	000° 19′ 47.566″ E
350	53° 15′ 15.984″ N	000° 19′ 47.528″ E
351	53° 15′ 16.207″ N	000° 19′ 47.426″ E
352	53° 15′ 16.366″ N	000° 19′ 47.356″ E
353	53° 15′ 16.476″ N	000° 19′ 47.302″ E
354	53° 15′ 16.571″ N	000° 19′ 47.258″ E
355	53° 15′ 16.663″ N	000° 19′ 47.211″ E
356	53° 15′ 16.714″ N	000° 19′ 47.188″ E
357	53° 15′ 16.745″ N	000° 19′ 47.174″ E
358	53° 15′ 16.846″ N	000° 19′ 47.122″ E
359	53° 15′ 16.942″ N	000° 19′ 47.069″ E
360	53° 15′ 17.045″ N	000° 19′ 47.017″ E
361	53° 15′ 17.136″ N	000° 19′ 46.965″ E
362	53° 15′ 17.314″ N	000° 19′ 46.859″ E
363	53° 15′ 17.541″ N	000° 19′ 46.719″ E
364	53° 15′ 17.632″ N	000° 19′ 46.654″ E
365	53° 15′ 17.790″ N	000° 19′ 46.554″ E
366	53° 15′ 18.012″ N	000° 19′ 46.402″ E
367	53° 15′ 18.125″ N	000° 19′ 46.329″ E
368	53° 15′ 18.196″ N	000° 19′ 46.280″ E
369	53° 15′ 18.290″ N	000° 19′ 46.219″ E
370	53° 15′ 18.374″ N	000° 19′ 46.159″ E
371	53° 15′ 18.524″ N	000° 19′ 46.059″ E
372	53° 15′ 18.621″ N	000° 19′ 45.996″ E
373	53° 15′ 18.775″ N	000° 19′ 45.890″ E
374	53° 15′ 18.912″ N	000° 19′ 45.791″ E
375	53° 15′ 19.052″ N	000° 19′ 45.697″ E
376	53° 15′ 19.145″ N	000° 19′ 45.629″ E
377	53° 15′ 19.209″ N	000° 19′ 45.585″ E
378	53° 15′ 19.290″ N	000° 19′ 45.525″ E
379	53° 15′ 19.359″ N	000° 19′ 45.475″ E
380	53° 15′ 19.443″ N	000° 19′ 45.409″ E
381	53° 15′ 19.548″ N	000° 19′ 45.332″ E
382	53° 15′ 19.615″ N	000° 19′ 45.279″ E

383	53° 15′ 19.684″ N	000° 19′ 45.227″ E
384	53° 15′ 19.750″ N	000° 19′ 45.174″ E
385	53° 15′ 19.840″ N	000° 19′ 45.105″ E
386	53° 15′ 19.923″ N	000° 19′ 45.039″ E
387	53° 15′ 20.207″ N	000° 19′ 44.795″ E
388	53° 15′ 20.321″ N	000° 19′ 44.702″ E
389	53° 15′ 20.435″ N	000° 19′ 44.601″ E
390	53° 15′ 20.522″ N	000° 19′ 44.527″ E
391	53° 15′ 20.609″ N	000° 19′ 44.449″ E
392	53° 15′ 20.674″ N	000° 19′ 44.394″ E
393	53° 15′ 20.785″ N	000° 19′ 44.304″ E
394	53° 15′ 21.028″ N	000° 19′ 44.094″ E
395	53° 15′ 21.111″ N	000° 19′ 44.021″ E
396	53° 15′ 21.160″ N	000° 19′ 43.976″ E
397	53° 15′ 21.390″ N	000° 19′ 43.775″ E
398	53° 15′ 21.471″ N	000° 19′ 43.702″ E
399	53° 15′ 21.793″ N	000° 19′ 43.427″ E
400	53° 15′ 21.939″ N	000° 19′ 43.309″ E
401	53° 15′ 22.020″ N	000° 19′ 43.249″ E
402	53° 15′ 22.153″ N	000° 19′ 43.148″ E
403	53° 15′ 22.257″ N	000° 19′ 43.071″ E
404	53° 15′ 22.317″ N	000° 19′ 43.033″ E
405	53° 15′ 22.396″ N	000° 19′ 42.980″ E
406	53° 15′ 22.448″ N	000° 19′ 42.949″ E
407	53° 15′ 22.525″ N	000° 19′ 42.900″ E
408	53° 15′ 22.642″ N	000° 19′ 42.831″ E
409	53° 15′ 22.683″ N	000° 19′ 42.809″ E
410	53° 15′ 22.809″ N	000° 19′ 42.745″ E
411	53° 15′ 22.830″ N	000° 19′ 42.736″ E
412	53° 15′ 23.143″ N	000° 19′ 43.292″ E
413	53° 15′ 23.267″ N	000° 19′ 43.506″ E
415	53° 45′ 33.891″ N	001° 00′ 32.907″ E
416	53° 45′ 4.594″ N	001° 03′ 26.056″ E
417	53° 44′ 36.965″ N	001° 01′ 37.843″ E
418	53° 43′ 49.104″ N	000° 59′ 30.164″ E
419	53° 42′ 55.282″ N	000° 57′ 43.981″ E
420	53° 41′ 29.957″ N	000° 56′ 3.720″ E
421	53° 40′ 23.371″ N	000° 54′ 7.750″ E
422	53° 40′ 29.385″ N	000° 52′ 22.939″ E
423	53° 40′ 36.281″ N	000° 51′ 30.886″ E
424	53° 45′ 43.118″ N	000° 51′ 54.642″ E
425	53° 45′ 14.743″ N	000° 54′ 25.985″ E
426	53° 45′ 27.752″ N	000° 55′ 46.378″ E
427	53° 45′ 58.939″ N	000° 55′ 49.294″ E
428	53° 46′ 23.766″ N	000° 57′ 46.036″ E
430	53° 45′ 6.151″ N	000° 56′ 50.100″ E
431	53° 45′ 28.354″ N	000° 57′ 29.801″ E
432	53° 45′ 51.883″ N	000° 56′ 52.331″ E
433	53° 45′ 29.676″ N	000° 56′ 12.629″ E

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 or anchoring vessels in the construction and/or maintenance of the authorised development;

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

(c) buoys such as wave buoys and LiDAR buoys used for measurement purposes;

(d) temporary works for the benefit or protection of land or structures affected by the authorised development; and

(e) planting of hedgerows and trees.

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 sub-paragraph (2), each wind turbine generator forming part of the authorised project must not—

(a) exceed a height of 403 metres when measured from LAT to the tip of the vertical blade;

(b) exceed a rotor diameter of 340 metres;

(c) be less than 40 metres from MSL to the lowest point of the rotating blade; and

(d) be less than 605 metres from blade tip to the blade tip of the nearest wind turbine generator.

(2) Wind turbine generator foundation structures forming part of the authorised project must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(3) In respect of a wind turbine generator—

(a) no monopile foundation may have a diameter greater than 13 metres;

(b) no gravity base structure foundation may have a diameter at the level of the seabed greater than 55 metres;

(c) no pin pile jacket foundation forming part of the authorised project may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than four pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised project may—

(i) have a suction bucket diameter of greater than 20 metres; or

(ii) employ more than four suction buckets per jacket foundation;

(4) The total seabed footprint area for wind turbine generator foundations must not exceed—

(a) 122,904 square metres excluding scour protection; and

(b) 1,041,400 square metres including scour protection.

3.—(1) The total number of offshore electrical installations and offshore accommodation platforms must not exceed seven, consisting of a combination of no more than—

(a) four small offshore transformer substations or two large offshore transformer substations;

(b) two offshore reactive compensation platforms; and

(c) one offshore accommodation platform.

(2) The total number of offshore artificial nesting structures must not exceed two.

(3) The dimensions of any small offshore transformer substation comprised within Work No. 3(a) (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised project must not exceed—

(a) 90 metres in height when measured from LAT;

(b) 90 metres in length; and

(c) 90 metres in width.

(4) The dimensions of any large offshore transformer substation comprised within Work No. 3(b) (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised project must not exceed—

(a) 100 metres in height when measured from LAT;

(b) 160 metres in length; and

(c) 110 metres in width.

(5) The dimensions of any offshore reactive compensation platform (including auxiliary structures, such as a crane, but excluding masts, lightning protection, radar and antennae) forming part of the authorised project must not exceed—

(a) 59.2 metres in height when measured from LAT;

(b) 90 metres in length; and

(c) 90 metres in width;

and any masts, lightning protection, radar and antennae forming part of any offshore reactive compensation platform must not exceed 79.2 metres in height when measured from LAT.

(6) The dimensions of the offshore accommodation platform forming part of the authorised project must not exceed—

(a) 80.2 metres in height when measured from LAT;

(b) 84 metres in length; and

(c) 84 metres in width.

(7) The dimensions of any offshore artificial nesting structure comprised within Work No. 9 forming part of the authorised project must not exceed—

(a) 60 metres in height when measured from LAT;

(b) 23 metres in length; and

(c) 23 metres in width.

(8) Offshore accommodation platform foundation structures forming part of the authorised project must be one of either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(9) Offshore transformer substation foundation structures forming part of the authorised project must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(10) Offshore artificial nesting structures foundation structures forming part of the authorised project must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(11) In respect of an offshore electrical installation and offshore accommodation platform—

(a) no monopile foundation may have a diameter greater than 14 metres;

(b) no gravity base structure foundation may exceed, at the level of the seabed—

(i) a length of 72 metres; or

(ii) a width of 36 metres;

(c) no pin pile jacket foundation forming part of the authorised project may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than 24 pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised project may—

(i) have a suction bucket diameter of greater than 20 metres; or

(ii) employ more than eight suction buckets per jacket foundation;

(12) In respect of an offshore artificial nesting structure—

(a) no monopile foundation may have a diameter greater than eight metres;

(b) no gravity base structure foundation may have a diameter at the level of the seabed greater than 50 metres;

(c) no pin pile jacket foundation forming part of the authorised project may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than four pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised project may—

(i) have a suction bucket diameter of greater than ten metres; or

(ii) employ more than four suction buckets per jacket foundation;

(13) The total seabed footprint area for offshore accommodation platform foundations must not exceed—

(a) 2,600 square metres excluding scour protection; and

(b) 19,600 square metres including scour protection.

(14) The total seabed footprint area for offshore electrical installation foundations must not exceed—

(a) 15,600 square metres excluding scour protection; and

(b) 117,600 square metres including scour protection.

(15) The total seabed footprint area for offshore artificial nesting structure foundations must not exceed—

(a) 4,000 square metres excluding scour protection; and

(b) 24,600 square metres including scour protection.

(16) Offshore reactive compensation platform foundation structures forming part of the authorised project must be monopile, pin pile jacket or suction bucket jacket foundations.

4.—(1) The maximum number of gravity base structure foundations must not exceed 50 per cent of the total number of wind turbine generators, offshore electrical installations, accommodation platform and offshore artificial nesting structures combined.

(2) No wind turbine generator, offshore transformer substation or offshore accommodation platform forming part of the authorised project is to be erected within the area hatched black and marked "offshore restricted build area" on the works plans, whose coordinates are specified below and shown on the offshore order limits and grid coordinates plan—

Point	*Latitude*	*Longitude*
150	53° 34′ 31.492″ N	001° 04′ 32.616″ E
151	53° 36′ 34.077″ N	001° 08′ 26.916″ E
152	53° 39′ 12.689″ N	001° 28′ 43.588″ E
845	53° 33′ 59.545″ N	001° 03′ 36.079″ E
846	53° 33′ 59.382″ N	001° 03′ 35.074″ E
847	53° 34′ 09.033″ N	001° 03′ 52.365″ E

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848	53° 34′ 31.223″ N	001° 04′ 32.133″ E
849	53° 36′ 37.559″ N	001° 19′ 54.519″ E
850	53° 38′ 07.792″ N	001° 29′ 20.432″ E
851	53° 34′ 27.499″ N	001° 06′ 28.034″ E

5. The total volume of scour protection for wind turbine generators, offshore accommodation platform, offshore electrical installations and offshore artificial nesting structures must not exceed 3,149,850 cubic metres.

6.—(1) In respect of the offshore export cables comprised within Work No. 5, the number of cable circuits must not exceed four.

(2) The cable circuits comprising Work No. 1(b) must not—

(a) exceed 377.42 kilometres in length; and

(b) be subject to cable protection with an area greater than 1,270,357 square metres.

(3) The cable circuits comprising Work No. 4 must not—

(a) exceed 123.75 kilometres in length; and

(b) be subject to cable protection with an area greater than 406,438 square metres.

(4) The cable circuits comprising Work No. 5 must not—

(a) exceed 440 kilometres in length; and

(b) be subject to cable protection with an area greater than 1,524,870 square metres.

(5) The total number of cable crossings must not exceed—

(a) 30, in respect of the array cables comprised within Work No. 1(b);

(b) 16, in respect of the interlink cables comprised within Work No. 4; and

(c) 38, in respect of the offshore export cables comprised within Work No. 5

unless otherwise agreed with the MMO.

(6) The total volume of cable protection must not exceed 3,071,307 cubic metres with a maximum footprint of 3,201,655 square metres.

Offshore decommissioning

7. Work Nos. 1 to 7 must not 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 has been submitted to the Secretary of State for approval.

Stages of authorised project onshore

8.—(1) The onshore transmission works may not be commenced until a written scheme setting out the stages of the onshore transmission works has been submitted to and approved by Lincolnshire County Council in consultation with the relevant planning authority.

(2) Any amendments to the approved written scheme must be submitted to, and approved by, Lincolnshire County Council.

(3) The scheme must be implemented as approved. The approved details are to be taken to include any amendments that may subsequently be approved in accordance with sub-paragraph (2).

Detailed onshore design parameters

9.—(1) No stage of Work No. 16 may commence until for that stage details of—

(a) the layout, scale, building elevations and external appearance of the onshore HVAC substation;

(b) proposed finished ground levels;

(c) operational lighting;

(d) hard surfacing materials; and

(e) vehicular and pedestrian access, parking and circulation areas

have been submitted to and approved by the Lincolnshire County Council in consultation with the relevant planning authority and, in respect of details submitted in accordance with (b), the Environment Agency.

(2) Work No. 16 must be carried out in accordance with the approved details.

(3) The details submitted under sub-paragraph (1) must be in accordance with the design principles statement and the design approach document.

(4) The cable ducts and cables comprised within Work No. 11 and Work No. 12 must be installed using a trenchless technique.

(5) The cable ducts and cables to be installed in plot 17-001 (as shown on the land plans) must be installed using a trenchless technique.

(6) The cable ducts and cables to be installed in plots 06-001, 06-002, 06-005, 06-007 and 06-008 (as shown on the land plans) must be installed using a trenchless technique.

Provision of landscaping

10.—(1) No stage of the onshore transmission 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) has been submitted to and approved by the Lincolnshire County Council in consultation with the relevant planning authority and the relevant statutory nature conservation body.

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

Implementation and maintenance of landscaping

11.—(1) All landscaping works must be carried out and maintained in accordance with the landscape management plan(s) approved under requirement 10 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Unless otherwise stated in the approved landscape management plan, any tree or shrub planted as part of an approved landscape management plan that, within a period of five years after planting, is removed, dies or becomes, in the opinion of Lincolnshire County Council, 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 Lincolnshire County Council in consultation with the relevant planning authority.

Ecological management plan

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

(a) a protected species mitigation management plan;

(b) a nesting birds management plan; and

(c) a non-native invasive species management plan,

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

(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 Lincolnshire County Council in consultation with the relevant statutory nature conservation body and the relevant planning authority.

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

Fencing and other means of permanent enclosure

13.—(1) No stage of the onshore transmission works may commence until details of all proposed permanent fences, walls or other means of enclosure of that stage of the onshore transmission works have been submitted to and approved by Lincolnshire County Council in consultation with the relevant planning authority.

(2) Any permanent fencing and other means of enclosure must be provided and maintained in accordance with the approved details.

(3) Any approved permanent fencing in relation to the onshore transmission works in Work No. 16 must be completed before those works are brought into use and must be maintained for the operational lifetime of the onshore transmission works in Work No. 16.

Temporary fencing and other temporary means of enclosure

14.—(1) The details of any temporary fences, walls, or other means of enclosure required for the construction of the onshore transmission works must be included in the code of construction practice approved under requirement 18 (Code of construction practice) and must accord with the outline code of construction practice.

(2) All construction sites must remain securely enclosed at all times during construction of the onshore transmission works in accordance with the details approved under sub-paragraph (1) above.

Operational drainage management and emergency flood response

15.—(1) No part of Work No. 16 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 lead local flood authority, in consultation with the relevant planning authority.

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

(3) Work No. 16(a) must not begin operation until an operational emergency flood response plan in respect of Work No. 16 has been submitted to and approved by the lead local flood authority in consultation with the relevant planning authority.

(4) The operational emergency flood response plan must be implemented as approved.

Contaminated land and groundwater

16.—(1) No stage of the onshore transmission works may commence until a written scheme to deal with the contamination of any land (including groundwater) of that stage of the onshore transmission works within the Order limits that is likely to cause significant harm to persons or pollution of controlled waters or the environment has been submitted to, and approved by, Lincolnshire County Council in consultation with the relevant planning authority and the Environment Agency.

(2) The scheme must include an investigation and assessment report, to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its intended purpose, together with a management plan which sets out long-term measures with respect to any contaminants remaining on the site.

(3) Remediation identified in the approved scheme must be carried out in accordance with the approved scheme.

Onshore archaeology

17.—(1) No stage of the onshore transmission works may commence until a written scheme of archaeological investigation (which must accord with the outline onshore written scheme of investigation for archaeological works and is informed by the archaeological investigations referred to in sub-paragraph (2)) for that stage has been submitted to and approved by Lincolnshire County Council in consultation with the relevant planning authority and Historic England.

(2) Archaeological investigations carried out as part of onshore preparation works must only take place in accordance with a specific written scheme of investigation (which must accord with the outline onshore written scheme of investigation for archaeological works) which has been submitted to and approved by Lincolnshire County Council in consultation with the relevant planning authority and Historic England.

(3) All archaeological investigations (other than archaeological investigations carried out as part of onshore preparation works referred to in sub-paragraph (2)) must be carried out in accordance with the written scheme of archaeological investigation approved under sub-paragraph (1).

(4) In the event that archaeological site investigation is required, the archaeological site investigations and post investigation assessment must be completed 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.

Code of construction practice

18.—(1) No stage of the onshore transmission works may commence until a code of construction practice (which must accord with the outline code of construction practice) for that stage has been submitted to and approved by Lincolnshire County Council following consultation, as appropriate, with—

(a) the relevant planning authority;

(b) the Environment Agency;

(c) the relevant statutory nature conservation body;

(d) in respect of the surface water drainage strategy referred to in sub-paragraph (2)(b), Anglian Water Services Limited;

(e) if applicable, the MMO; and

(f) if applicable, the Defence Infrastructure Organisation in respect of works comprising Work No. 12 and 13.

(2) The code of construction must include—

(a) an air quality management plan (which accords with the outline air quality management plan);

(b) a surface water drainage strategy (which accords with the outline surface water drainage strategy);

(c) a noise and vibration management plan (which accords with the outline noise and vibration management plan);

(d) a health, safety and environment plan;

(e) a stakeholder communications plan;

(f) a site waste management plan (which accords with the outline site waste management plan);

(g) a flood management and response plan;

(h) a pollution prevention and emergency incident response plan (which accords with the outline pollution prevention and emergency incident response plan);

(i) an artificial light emissions plan;

(j) a water quality management and mitigation plan;

(k) where any land for that stage of the onshore transmission works is organically farmed, an organic land protocol (which accords with the outline organic land protocol); and

(l) a soil management plan (which accords with the outline soil management plan).

(3) Any code of construction practice submitted under sub-paragraph (1) may cover one or more stages of the onshore transmission works.

(4) All construction works for each stage must be undertaken in accordance with the relevant approved code of construction practice.

Construction hours

19.—(1) Except as otherwise agreed in the code of construction practice and subject to sub-paragraphs (2) to (4), construction of the onshore transmission works and construction-related traffic movements to or from the site of the relevant work may take place only between 0700 hours and 1900 hours Monday to Saturday, with no activity on Sundays or bank holidays.

(2) Subject to sub-paragraphs (3) and (4), construction of the onshore transmission works and construction-related traffic movements to or from the site of the relevant work may take place outside the hours specified in sub-paragraph (1) for certain identified works including, but not limited to—

(a) where continuous periods of construction are required, for works such as concrete pouring and finishing, operation of a trenchless technique, electrical circuit pulling and jointing and testing;

(b) the delivery and unloading of abnormal loads;

(c) the landfall works;

(d) for internal fitting out works associated with the onshore HVAC substation;

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

(f) 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 sub-paragraph (2)(f) and as provided in sub-paragraph (4), all construction works which are to be undertaken outside the hours specified in sub-paragraph (1) must be agreed in advance with Lincolnshire County Council.

(4) In respect of trenchless techniques—

(a) where continuous 24-hour working is required, the undertaker must notify Lincolnshire County Council in advance of such works;

(b) where a trenchless technique is to take place within 100 metres of an occupied dwelling, the works must take place within the hours specified in sub-paragraph (1) unless otherwise agreed in advance with the resident of that dwelling and notified to Lincolnshire County Council.

Highway Accesses

20.—(1) Construction of any new permanent or temporary means of access to a highway, or alteration of an existing means of access to a highway, must not begin until an access plan for that access has been submitted to and approved by the relevant highway authority.

(2) The access plan must include details of the siting, design, layout, visibility splays, access management measures, lighting, signing, safety measures and a maintenance programme relevant to the access it relates to.

(3) The highway accesses (including visibility splays) must be constructed, altered and maintained in accordance with the approved details.

Traffic

21.—(1) No stage of the onshore transmission 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 sub-paragraph (1) must be implemented upon commencement of the relevant stage of the onshore transmission works.

Public rights of way

22.—(1) No stage of the onshore transmission works 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) is to be undertaken until a public access management plan in respect of that stage and in accordance with the outline public access management plan, 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 access management plan.

Restoration of land used temporarily for construction

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

Onshore decommissioning

24.—(1) The undertaker must notify Lincolnshire County Council of the permanent cessation of commercial operation of the onshore transmission works within 14 days following the date of permanent cessation.

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

(3) The decommissioning plan must be implemented as approved.

Control of noise during operational phase

25.—(1) The rating level for the standard operational noise of Work No. 16(a) must not exceed 35 dB $L_{Ar,15\ min}$ at any time at a position representative of the façade, in free-field conditions, of any building lawfully occupied for residential or accommodation purposes at the date of the granting of this Order, at each of the following locations—

(a) Woad Farm, Surfleet Bank, Surfleet, Spalding, PE11 4DP (OS: 527809, 330462);

(b) Big Tree Farm, Marsh Drove, Surfleet Marsh, Spalding, PE11 4DW (OS: 528672, 330701);

(c) Hills Farm, Gosberton Bank, Spalding, Gosberton, PE11 4PB (OS: 527338, 331388);

(d) 172 Marsh Road, Sutterton, Boston, PE20 2LT (OS: 528468,332471).

(2) The rating level set out in sub-paragraph (1) are to be measured—

(a) in accordance with British Standard BS 4142:2014+A1:2019, Methods for rating and assessing industrial and commercial sound; and

(b) with the microphone placed 1.5 metres above the ground in free-field conditions (being at least 3.5 metres from the nearest vertical reflecting surface).

(3) Work No. 16(a) must not commence operation until a scheme for monitoring compliance with the rating levels set out in sub-paragraph (1) above has been submitted to and approved by Lincolnshire County Council in consultation with the relevant planning authority. 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 to be taken in to account;

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

(c) times when the monitoring is to take place

to demonstrate that the rating levels have been achieved after Work No. 16(a) is operating at full capacity.

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

(5) For the purposes of this requirement—

"operating at full capacity" means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.

Control of artificial light emissions during operational phase

26.—(1) Work No. 16(a) must not begin operation until an operational artificial light emissions management plan (in accordance with the outline operational artificial light emissions management plan) providing details of artificial light emissions during the operation of Work No. 16(a), including measures to minimise lighting pollution and the hours of lighting, has been submitted to and approved by Lincolnshire County Council in consultation with 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. 16(a).

Aviation Lighting

27.—(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) Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised development unless otherwise agreed in writing with the Ministry of Defence.

Requirement for written approval

28. Where under any of the above requirements the approval or agreement of the Secretary of State, Lincolnshire County Council or another person is required, that approval or agreement must be given in writing.

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

Amendments to approved details

29.—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by Lincolnshire County Council or another person (the "discharging authority"), the approved details must be carried out as approved unless an amendment or variation is previously approved in writing by Lincolnshire County Council or that other person in accordance with sub-paragraph (2) (after consulting any person that the discharging authority is required to consult under the relevant requirement).

(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 Lincolnshire County Council 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 Lincolnshire County Council or that other person.

Skills, supply chain and employment

30.—(1) No stage of the onshore transmission works may commence until a skills, supply chain and employment plan in relation to that stage has been submitted to and approved by Lincolnshire County Council following consultation with the relevant planning authority.

(2) Any plan submitted in accordance with this requirement must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with that stage of the onshore transmission works and the means for publicising such opportunities.

(3) The skills, supply chain and employment plan must be implemented as approved.

Cromer and Claxby Radar Mitigation

31.—(1) No part of any wind turbine generator (excluding foundations) is to be erected as part of the authorised development until a primary radar mitigation scheme agreed in advance with the operator has been submitted to and approved in writing by the Secretary of State in order to mitigate the impact of the authorised development on the primary radars of the operator located at Cromer and Claxby and associated air traffic management operations.

(2) No wind turbine generator blades forming part of the authorised development may be installed until the approved primary radar mitigation scheme has been implemented and the authorised development must thereafter be operated fully in accordance with the approved scheme.

(3) For the purpose of sub-paragraphs (1) and (2) above—

"operator" means NATS (En Route) plc, incorporated under the Companies Act (Company Number 4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hampshire PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of the Transport Act); and

"primary radar mitigation scheme" or "scheme" means a detailed scheme agreed with the operator which sets out the measures to be taken to mitigate the impact of the development on the primary radars located at Cromer and Claxby and air traffic management operations of the Operator.

Ministry of Defence Surveillance Operation

32.—(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—

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

"approved mitigation" means the detailed Radar Mitigation Scheme (RMS) 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 sub-paragraph (1); and

"Ministry of Defence" means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George's House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY 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.

SCHEDULE 2

Article 9

Streets subject to street works

(1) Area	*(2) Street subject to street works*
East Lindsey District Council	Roman Bank between points TR1 and TR2, as shown on sheet 1 of the streets plan.
East Lindsey District Council	Ember Lane between points TR3 and TR4, as shown on sheet 2 of the streets plan.
East Lindsey District Council	Langham Road between points TR5 and TR6, as shown on sheet 3 of the streets plan.
East Lindsey District Council	Lowgate Road between points TR7 and TR8, as shown on sheet 3 and 4 of the streets plan.
East Lindsey District Council	A52 between points TR9 and TR10, as shown on sheet 4 of the streets plan.
East Lindsey District Council	Listoff Lane between points TR11 and TR12, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Sloothby High Lane between points TR13 and TR14, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Path between points T13A and T14A, as shown on sheet 5 of the streets plan.
East Lindsey District Council	South Ings Lane between points TR15 and TR16, as shown on sheets 6 and 7 of the streets plan.
East Lindsey District Council	Marsh Lane between points TR17 and TR18, as shown on sheet 8 of the streets plan.
East Lindsey District Council	Ingoldmelis Road between points TR19 and TR20, as shown on sheet 9 of the streets plan.
East Lindsey District Council	Younger's Lane between points TR21 and TR22, as shown on sheets 9 and 10 of the streets plan.
East Lindsey District Council	Skegness Road between points TR23 and TR24, as shown on sheets 10 and 11 of the streets plan.
East Lindsey District Council	Billgate Lane between points TR25 and TR26, as shown on sheet 11 of the streets plan.

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East Lindsey District Council	Middlemarsh Road between points TR27 and TR28, as shown on sheets 11 and 12 of the streets plan,
East Lindsey District Council	Low Road between points TR29 and TR30, as shown on sheet 12 of the streets plan.
East Lindsey District Council	Pinchbeck Lane between points TR31 and TR32, as shown on sheet 13 of the streets plan.
East Lindsey District Council	Church Lane between points TR33 and TR34, as shown on sheet 14 of the streets plan.
East Lindsey District Council	Croft Lane between points TR35 and TR36, as shown on sheet 14 of the streets plan.
East Lindsey District Council	Burgh Road between points TR37 and TR38, as shown on sheet 14 of the streets plan.
East Lindsey District Council	Wainfleet Road between points TR39 and TR40, as shown on sheet 15 of the streets plan.
East Lindsey District Council	Brewster Lane between points TR41 and TR42, as shown on sheet 15 and 16 of the streets plan.
East Lindsey District Council	Collison Gate between points TR43 and TR44, as shown on sheet 16 of the streets plan.
East Lindsey District Council	Mill Lane between points TR45 and TR46, as shown on sheet 16 of the streets plan.
East Lindsey District Council	Mill Lane between points TR47 and TR48, as shown on sheet 16 of the streets plan.
East Lindsey District Council	Church Lane between points TR49 and TR50, as shown on sheet 16 and 17 of the streets plan.
East Lindsey District Council	Hall Gate (Track) between points TR49A andTR50A, as shown on sheet 17 of the streets plan.
East Lindsey District Council	Scald Gate between points TR51 and TR52, as shown on sheet 17 of the streets plan.
East Lindsey District Council	Burgh Road between points TR53 and TR54, as shown on sheet 18 of the streets plan.
East Lindsey District Council	Fodder Dike Bank between points TR55 and TR56, as shown on sheet 18 of the streets plan.
East Lindsey District Council	Cranberry Lane between points TR57 and TR58, as shown on sheets 18 and 19 of the streets plan.
East Lindsey District Council	Mill Hill between points TR59 and TR60, as shown on sheet 19 of the streets plan.
East Lindsey District Council	Small End Road between points TR61 and TR62, as shown on sheet 19 of the streets plan.
East Lindsey District Council	Skirmore Road between points TR63 and TR64, as shown on sheets 20 and 21 of the streets plan.
East Lindsey District Council	Patman's Lane between points TR65 and TR66, as shown on sheet 21 of the streets plan.
East Lindsey District Council	Ivery Lane between points TR67 and TR68, as shown on sheets 21 and 22 of the streets plan.
Boston Borough Council	Broad Gate between points TR69 and TR70, as shown on sheets 22 and 23 of the streets plan.
Boston Borough Council	Cragmire Lane between points TR71 and TR72, as shown on sheet 23 of the streets plan.
Boston Borough Council	Common Road between points TR73 and TR74, as shown on sheet 23 of the streets plan.
Boston Borough Council	Manor Lane between points TR75 and TR76, as

	shown on sheets 23 and 24 of the streets plan,
Boston Borough Council	Sea Dyke between points TR77 and TR78, as shown on sheet 24 of the streets plan.
Boston Borough Council	Church Road between points TR79 and TR80, as shown on sheet 25 of the streets plan.
Boston Borough Council	B1184 between points TR81 and TR82, as shown on sheet 25 of the streets plan.
Boston Borough Council	Cowbroads Lane between points TR83 and TR84, as shown on sheet 25 of the streets plan.
Boston Borough Council	Pode Lane between points TR85 and TR86, as shown on sheet 25 of the streets plan.
Boston Borough Council	Skipmarsh Lane between points TR87 and TR88, as shown on sheet 26 of the streets plan.
Boston Borough Council	Southfields between points TR89 and TR90, as shown on sheet 26 of the streets plan.
Boston Borough Council	Ings Drove between points TR91 and TR92, as shown on sheet 26 of the streets plan.
Boston Borough Council	Ings Road between points TR93 and TR94, as shown on sheet 27 of the streets plan.
Boston Borough Council	Boston Longs Hedges between points TR95 and TR96, as shown on sheets 27 and 28 of the streets plan,
Boston Borough Council	Lowfields Lane between points TR97 and TR98, as shown on sheet 28 of the streets plan.
Boston Borough Council	A52 between points TR97A and TR98A, as shown on sheets 29 and 30 of the streets plan,
Boston Borough Council	Foxhole Lane between points TR99 and TR100, as shown on sheet 30 of the streets plan.
Boston Borough Council	Butterwick Road between points TR101 and TR102, as shown on sheet 30 of the streets plan.
Boston Borough Council	Shore Road between points TR103 and TR104, as shown on sheet 31 of the streets plan.
Boston Borough Council	Church End Road between points TR105 and TR106, as shown on sheets 31 and 32 of the streets plan,
Boston Borough Council	Clampgate Road between points TR107 and TR108, as shown on sheets 31 and 32 of the streets plan,
Boston Borough Council	Grovefield Lane between points TR109 and TR110, as shown on sheet 32 of the streets plan.
Boston Borough Council	Grovefield Lane between points TR111 and TR112, as shown on sheets 32 and 33 of the streets plan.
Boston Borough Council	Cut End Road between points TR113 and TR114, as shown on sheet 33 of the streets plan.
Boston Borough Council	Wood Lane between points TR115 and TR116, as shown on sheet 33 of the streets plan.
Boston Borough Council	Track between points TR115A and TR116A, as shown on sheet 33 of the streets plan.
Boston Borough Council	Wyberton Road between points TR117 and TR118, as shown on sheets 34 and 35 of the

	streets plan.
Boston Borough Council	Frampton Roads between points TR119 and TR120, as shown on sheet 37 of the streets plan.
Boston Borough Council	Sandholme Lane between points TR121 and TR122, as shown on sheet 38 of the streets plan.
Boston Borough Council	Marsh Lane between points TR123 and TR124, as shown on sheet 39 of the streets plan.
Boston Borough Council	Marsh Road between points TR125 and TR126, as shown on sheets 39 and 40 of the streets plan.
Boston Borough Council	Wash Road between points TR127 and TR128, as shown on sheets 42 and 43 of the streets plan.
Boston Borough Council	A17 between points TR129 and TR130, as shown on sheet 43 of the streets plan.
Boston Borough Council	A17 between points TR129A and TR130A, as shown on sheet 43 of the streets plan.
South Holland District Council	Marsh Drove between points TR131 and TR132, as shown on sheets 47, 48 and 49 of the streets plan.
South Holland District Council	Marsh Road between points TR133 and TR134, as shown on sheets 49 and 50 of the streets plan.
East Lindsey District Council	Unnamed track between points OT1 and OT2, as shown on sheet 2 of the streets plan.
East Lindsey District Council	Unnamed track between points OT3 and OT4, as shown on sheets 1 and 2 of the streets plan.
East Lindsey District Council	Unnamed track between points OT5 and OT6, as shown on sheet 3 of the streets plan.
East Lindsey District Council	Unnamed track between points OT7 and OT8, as shown on sheets 3 and 4 of the streets plan.
East Lindsey District Council	Unnamed track between points OT9 and OT10, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Unnamed track between points OT11 and OT12, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Unnamed track between points OT13 and OT14, as shown on sheets 7 and 8 of the streets plan.
East Lindsey District Council	Unnamed track between points OT15 and OT16, as shown on sheets 8 and 9 of the streets plan.
East Lindsey District Council	Unnamed track between points OT17 and OT18, as shown on sheet 9 of the streets plan.
East Lindsey District Council	Unnamed track between points OT19 and OT20, as shown on sheets 9 and 10 of the streets plan.
East Lindsey District Council	Unnamed track between points OT21 and OT22, as shown on sheet 12 of the streets plan.
East Lindsey District Council	Unnamed track between points OT22 and OT22A, as shown on sheet 12 of the streets plan.
East Lindsey District Council	Gutheram Drove between points OT23 and OT24, as shown on sheets 13 and 14 of the

	streets plan.
East Lindsey District Council	Unnamed track between points OT25 and OT26, as shown on sheet 13 of the streets plan.
East Lindsey District Council	Unnamed track between points OT27 and OT28, as shown on sheet 15 of the streets plan.
East Lindsey District Council	Unnamed track between points OT29 and OT30, as shown on sheet 15 of the streets plan.
Boston Borough Council	Unnamed track between points OT31 and OT32, as shown on sheet 24 of the streets plan.
Boston Borough Council	Unnamed track between points OT32 and OT33, as shown on sheet 24 of the streets plan.
Boston Borough Council	Unnamed track between points OT34 and OT35, as shown on sheet 33 of the streets plan.
Boston Borough Council	Unnamed track between points OT36 and OT37, as shown on sheet 33 of the streets plan.
Boston Borough Council	Unnamed track between points OT38 and OT39, as shown on sheets 33 and 34 of the streets plan.
Boston Borough Council	Scalp Road between points OT40 and OT41, as shown on sheet 34 of the streets plan.
Boston Borough Council	Unnamed track between points OT42 and OT43, as shown on sheets 34 and 35 of the streets plan.
Boston Borough Council	Unnamed track between points OT42 and OT42A, as shown on sheet 34 of the streets plan.
Boston Borough Council	Unnamed track between points OT44 and OT45, as shown on sheet 34 of the streets plan.
Boston Borough Council	Unnamed track between points OT46 and OT47, as shown on sheets 34 and 35 of the streets plan.
Boston Borough Council	Unnamed track between points OT48 and OT49, as shown on sheets 34 and 35 of the streets plan.
Boston Borough Council	Unnamed track between points OT50 and OT51, as shown on sheets 37 and 38 of the streets plan.
Boston Borough Council	Unnamed track between points OT52 and OT53, as shown on sheets 38 of the streets plan.
Boston Borough Council	Unnamed track between points OT54 and OT55, as shown on sheet 40 of the streets plan.
Boston Borough Council	Unnamed track between points OT56 and OT57, as shown on sheets 40 and 41 of the streets plan.
Boston Borough Council	Unnamed track between points OT58 and OT59, as shown on sheets 40 and 41 of the streets plan.
Boston Borough Council	Unnamed track between points OT60 and OT61, as shown on sheet 41 of the streets plan.
Boston Borough Council	Thompson’s Lane between points OT62 and OT63, as shown on sheet 42 of the streets plan.
Boston Borough Council	Unnamed track between points OT64 and OT65, as shown on sheet 42 of the streets plan.
Boston Borough Council	Pullover Lane between points OT66 and OT67,

	as shown on sheets 42 and 43 of the streets plan.
Boston Borough Council	Unnamed track between points OT68 and OT69, as shown on sheet 43 of the streets plan.
Boston Borough Council	Smeeton's Lane between points OT70 and OT71, as shown on sheet 43 of the streets plan.
Boston Borough Council	Unnamed track between points OT72 and OT73, as shown on sheets 43 and 44 of the streets plan.
Boston Borough Council	Unnamed track between points OT74 and OT75, as shown on sheet 43 of the streets plan.
Boston Borough Council	Unnamed track between points OT76 and OT77, as shown on sheet 43 of the streets plan.
Boston Borough Council	Unnamed track between points OT78 and OT79, as shown on sheets 43 and 44 of the streets plan.
Boston Borough Council	Unnamed track between points OT80 and OT81, as shown on sheet 43 of the streets plan.
Boston Borough Council	Unnamed track between points OT82 and OT83, as shown on sheets 43 and 44 of the streets plan.
South Holland District Council	Unnamed track between points OT84 and OT85, as shown on sheet 45 of the streets plan.
Boston Borough Council	Unnamed track between points OT86 and OT87, as shown on sheet 45 of the streets plan.
South Holland District Council	Unnamed track between points OT88 and OT89, as shown on sheets 45, 47, 48 and 49 of the streets plan.
South Holland District Council	Unnamed track between points OT89 and OT90, as shown on sheets 47 and 48 of the streets plan.
South Holland District Council	Marsh Road between points OT91 and OT92, as shown on sheet 49 of the streets plan.
South Holland District Council	Unnamed track between points OT93 and OT94, as shown on sheet 48 of the streets plan.
South Holland District Council	Unnamed track between points OT95 and OT96, as shown on sheets 48 and 49 of the streets plan.
South Holland District Council	Unnamed track between points OT97 and OT98, as shown on sheets 46 and 47 of the streets plan.
South Holland District Council	Unnamed track between points OT101 and OT102, as shown on sheet 50 of the streets plan.
South Holland District Council	Unnamed track between points OT103 and OT104, as shown on sheets 50 and 51 of the streets plan.
South Holland District Council	Unnamed track between points OT105 and OT106, as shown on sheets 50 and 51 of the streets plan.
South Holland District Council	Unnamed track between points OT107 and OT108, as shown on sheet 51 of the streets plan.

SCHEDULE 3

Article 11

Public rights of way to be temporarily stopped up

(1) Area	*(2) Public right of way to be temporarily stopped up*	*(3) Extent of temporary stopping up*	*(4) Temporary public right of way to be substituted*
East Lindsey District Council	Public Footpath (Hogs/58/2)	Approximately 193m of the existing Public Footpath, to be Closed – temporary diversion, reference Hogs/58/2, shown by pink line on sheets 3 and 4 of the public rights of way plan.	Approximately 131m diversion, shown by blue line on sheets 3 and 4 of the public rights of way plan.
East Lindsey District Council	Public Footpath, (Hogs/48/1)	Approximately 109m of the existing Public Footpath, to be Closed - temporary diversion, reference Hogs/48/1, shown by a pink line on sheets 5 and 6 of the public rights of way plan.	Approximately 147m diversion, shown by a blue line on sheets 5 and 6 of the public rights of way plan.
East Lindsey District Council	Public Footpath, (Crof/276/4)	Approximately 39m of the existing Public Footpath, to be Closed - temporary diversion, reference Crof/276/4, shown by a pink line and marked Crof/276/4, on sheet 14 of the public rights of way plan.	Approximately 21m diversion shown by a blue line on sheet 14 of the public rights of way plan.

SCHEDULE 4

Article 12

Streets to be temporarily stopped up

(1) Area	*(2) Street to be temporarily stopped up*	*(3) Extent of temporary stopping up, alteration or diversion*
East Lindsey District Council	Roman Bank	Approximately 329m of Roman Bank between points TR1 and TR2, as shown on sheet 1 of the streets plan.
East Lindsey District Council	Ember Lane	Approximately 123m of Ember Lane between points TR3 and TR4, as shown on sheet 2 of the streets plan.
East Lindsey District Council	Langham Road	Approximately 82m of Langham Road between points TR5 and TR6, as shown on

		sheet 3 of the streets plan.
East Lindsey District Council	Lowgate Road	Approximately 84m of Lowgate Road between points TR7 and TR8, as shown on sheets 3 and 4 of the streets plan.
East Lindsey District Council	A52	Approximately 90m of A52 between points TR9 and TR10, as shown on sheet 4 of the streets plan.
East Lindsey District Council	Listoff Lane	Approximately 150m of Listoff Lane between points TR11 and TR12, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Sloothby High Lane	Approximately 80m of Sloothby High Lane between points TR13 and TR14, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Path	Approximately 86m of path between points T13A and T14A, as shown on sheet 5 of the streets plan.
East Lindsey District Council	South Ings Lane	Approximately 93m of South Ings Lane between points TR15 and TR16, as shown on sheets 6 and 7 of the streets plan.
East Lindsey District Council	Marsh Lane	Approximately 82m of Marsh Lane between points TR17 and TR18, as shown on sheet 8 of the streets plan.
East Lindsey District Council	Ingoldmelis Road	Approximately 86m of Ingoldmelis Road between points TR19 and TR20, as shown on sheet 9 of the streets plan.
East Lindsey District Council	Younger's Lane	Approximately 106m of Younger's Lane between points TR21 and TR22, as shown on sheets 9 and 10 of the streets plan.
East Lindsey District Council	Skegness Road	Approximately 80m of Skegness Road between points TR23 and TR24, as shown on sheets 10 and 11 of the streets plan.
East Lindsey District Council	Billgate Lane	Approximately 80m of Billgate Lane between points TR25 and TR26, as shown on sheet 11 of the streets plan.
East Lindsey District Council	Middlemarsh Road	Approximately 113m of Middlemarsh Road between points TR27 and TR28, as shown on sheets 11 and 12 of the streets plan.

East Lindsey District Council	Low Road	Approximately 80m of Low Road between points TR29 and TR30, as shown on sheet 12 of the streets plan.
East Lindsey District Council	Pinchbeck Lane	Approximately 79m of Pinchbeck Lane between points TR31 and TR32, as shown on sheet 13 of the streets plan.
East Lindsey District Council	Church Lane	Approximately 80m of Church Lane between points TR33 and TR34, as shown on sheet 14 of the streets plan.
East Lindsey District Council	Croft Lane	Approximately 80m of Croft Lane between points TR35 and TR36, as shown on sheet 14 of the streets plan.
East Lindsey District Council	Burgh Road	Approximately 81m of Burgh Road between points TR37 and TR38, as shown on sheet 14 of the streets plan.
East Lindsey District Council	Wainfleet Road	Approximately 85m of Wainfleet Road between points TR39 and TR40, as shown on sheet 15 of the streets plan.
East Lindsey District Council	Brewster Lane	Approximately 125m of Brewster Lane between points TR41 and TR42, as shown on sheets 15 and 16 of the streets plan.
East Lindsey District Council	Collison Gate	Approximately 142m of Collison Gate between points TR43 and TR44, as shown on sheet 16 of the streets plan.
East Lindsey District Council	Mill Lane	Approximately 140m of Mill Lane between points TR45 and TR46, as shown on sheet 16 of the streets plan.
East Lindsey District Council	Mill Lane	Approximately 140m of Mill Lane between points TR47 and TR48, as shown on sheet 16 of the streets plan.
East Lindsey District Council	Church Lane	Approximately 111m of Church Lane between points TR49 and TR50, as shown on sheets 16 and 17 of the streets plan.
East Lindsey District Council	Hall Gate (Track)	Approximately 85m of Hall Gate (track) between points TR49A andTR50A, as shown on sheet 17 of the streets plan.
East Lindsey District Council	Scald Gate	Approximately 83m of Scald Gate between points TR51 and TR52, as shown on sheet 17 of the streets plan.

East Lindsey District Council	Burgh Road	Approximately 79m of Burgh Road between points TR53 and TR54, as shown on sheet 18 of the streets plan.
East Lindsey District Council	Fodder Dike Bank	Approximately 101m of Fodder Dike Bank between points TR55 and TR56, as shown on sheet 18 of the streets plan.
East Lindsey District Council	Cranberry Lane	Approximately 81m of Cranberry Lane between points TR57 and TR58, as shown on sheets 18 and 19 of the streets plan.
East Lindsey District Council	Mill Hill	Approximately 80m of Mill Hill between points TR59 and TR60, as shown on sheet 19 of the streets plan.
East Lindsey District Council	Small End Road	Approximately 91m of Small End Road between points TR61 and TR62, as shown on sheet 19 of the streets plan.
East Lindsey District Council	Skirmore Road	Approximately 80m of Skirmore Road between points TR63 and TR64, as shown on sheets 20 and 21 of the streets plan.
East Lindsey District Council	Patman's Lane	Approximately 81m of Patman's Lane between points TR65 and TR66, as shown on sheet 21 of the streets plan.
East Lindsey District Council	Ivery Lane	Approximately 81m of Ivery Lane between points TR67 and TR68, as shown on sheets 21 and 22 of the streets plan.
Boston Borough Council	Broad Gate	Approximately 80m of Broad Gate between points TR69 and TR70, as shown on sheets 22 and 23 of the streets plan.
Boston Borough Council	Cragmire Lane	Approximately 82m of Cragmire Lane between points TR71 and TR72, as shown on sheet 23 of the streets plan.
Boston Borough Council	Common Road	Approximately 101m of Common Road between points TR73 and TR74, as shown on sheet 23 of the streets plan.
Boston Borough Council	Manor Lane	Approximately 81m of Manor Lane between points TR75 and TR76, as shown on sheets 23 and 24 of the streets plan.
Boston Borough Council	Sea Dyke	Approximately 90m of Sea Dyke between points TR77 and TR78, as shown on sheet 24 of the streets plan.
Boston Borough Council	Church Road	Approximately 79m of Church

		Road between points TR79 and TR80, as shown on sheet 25 of the streets plan.
Boston Borough Council	B1184	Approximately 80m of B1184 between points TR81 and TR82, as shown on sheet 25 of the streets plan.
Boston Borough Council	Cowbroads Lane	Approximately 81m of Crowbroads Lane between points TR83 and TR84, as shown on sheet 25 of the streets plan.
Boston Borough Council	Pode Lane	Approximately 139m of Pode Lane between points TR85 and TR86, as shown on sheet 25 of the streets plan.
Boston Borough Council	Skipmarsh Lane	Approximately 80m of Skipmarsh Lane between points TR87 and TR88, as shown on sheet 26 of the streets plan.
Boston Borough Council	Southfields	Approximately 82m of Southfields between points TR89 and TR90, as shown on sheet 26 of the streets plan.
Boston Borough Council	Ings Drove	Approximately 80m of Ings Drove between points TR91 and TR92, as shown on sheet 26 of the streets plan.
Boston Borough Council	Ings Road	Approximately 100m of Ings Road between points TR93 and TR94, as shown on sheet 27 of the streets plan.
Boston Borough Council	Boston Longs Hedges	Approximately 107m of Boston Longs Hedges between points TR95 and TR96, as shown on sheets 27 and 28 of the streets plan.
Boston Borough Council	Lowfields Lane	Approximately 81m of Lowfields Lane between points TR97 and TR98, as shown on sheet 28 of the streets plan.
Boston Borough Council	A52	Approximately 81m of A52 between points TR97A and TR98A, as shown on sheet 29 and 30 of the streets plan.
Boston Borough Council	Foxhole Lane	Approximately 153m of Foxhole Lane between points TR99 and TR100, as shown on sheet 30 of the streets plan.
Boston Borough Council	Butterwick Road	Approximately 83m of Butterwick Road between points TR101 and TR102, as shown on sheet 30 of the streets plan.

Boston Borough Council	Shore Road	Approximately 80m of Shore Road between points TR103 and TR104, as shown on sheet 31 of the streets plan.
Boston Borough Council	Church End Road	Approximately 80m of Church End Road between points TR105 and TR106, as shown on sheets 31 and 32 of the streets plan,
Boston Borough Council	Clampgate Road	Approximately 81m of Clampgate Road between points TR107 and TR108, as shown on sheets 31 and 32 of the streets plan.
Boston Borough Council	Grovefield Lane	Approximately 116m of Grovefield Lane between points TR109 and TR110, as shown on sheet 32 of the streets plan.
Boston Borough Council	Grovefield Lane	Approximately 88m of Grovefield Lane between points TR111 and TR112, as shown on sheets 32 and 33 of the streets plan.
Boston Borough Council	Cut End Road	Approximately 80m of Cut End Road between points TR113 and TR114, as shown on sheet 33 of the streets plan.
Boston Borough Council	Wood Lane	Approximately 105m of Wood Lane between points TR115 and TR116, as shown on sheet 33 of the streets plan.
Boston Borough Council	Track	Approximately 249m of track between points TR115A and TR116A, as shown on sheet 33 of the streets plan.
Boston Borough Council	Wyberton Road	Approximately 81m of Wyberton Road between points TR117 and TR118, as shown on sheets 34 and 35 of the streets plan.
Boston Borough Council	Frampton Roads	Approximately 80m of Frampton Roads between points TR119 and TR120, as shown on sheet 37 of the streets plan.
Boston Borough Council	Sandholme Lane	Approximately 85m of Sandholme Lane between points TR121 and TR122, as shown on sheet 38 of the streets plan.
Boston Borough Council	Marsh Lane	Approximately 70m of Marsh Lane between points TR123 and TR124, as shown on sheet 39 of the streets plan.
Boston Borough Council	Marsh Road	Approximately 82m of Marsh

		Road between points TR125 and TR126, as shown on sheets 39 and 40 of the streets plan.
Boston Borough Council	Wash Road	Approximately 144m of Wash Road between points TR127 and TR128, as shown on sheets 42 and 43 of the streets plan.
Boston Borough Council	A17	Approximately 48 m of A17 between points TR129 and TR130, as shown on sheet 43 of the streets plan.
Boston Borough Council	A17	Approximately 80m of A17 between points TR129A and TR130A, as shown on sheet 43 of the streets plan.
South Holland District Council	Marsh Drove	Approximately 60m of Marsh Drove between points TR131 and TR132, as shown on sheets 47, 48 and 49 of the streets plan.
South Holland District Council	Marsh Road	Approximately 60m of Marsh Road between points TR133 and TR134, as shown on sheets 49 and 50 of the streets plan.
East Lindsey District Council	Track	Approximately 60m of track between points OT1 and OT2, as shown on sheet 2 of the streets plan.
East Lindsey District Council	Track	Approximately 576m of track between points OT3 and OT4, as shown on sheets 1 and 2 of the streets plan.
East Lindsey District Council	Track	Approximately 81m of track between points OT5 and OT6, as shown on sheet 3 of the streets plan.
East Lindsey District Council	Track	Approximately 409m of track between points OT7 and OT8, as shown on sheets 3 and 4 of the streets plan.
East Lindsey District Council	Track	Approximately 11m of track between points OT9 and OT10, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Track	Approximately 83m of track between points OT11 and OT12, as shown on sheet 5 of the streets plan.
East Lindsey District Council	Track	Approximately 37m of track between points OT13 and OT14, as shown on sheets 7 and 8 of the streets plan.
East Lindsey District Council	Track	Approximately 244m of track

		between points OT15 and OT16, as shown on sheets 8 and 9 of the streets plan.
East Lindsey District Council	Track	Approximately 511m of track between points OT17 and OT18, as shown on sheet 9 of the streets plan.
East Lindsey District Council	Track	Approximately 81m of track between points OT19 and OT20, as shown on sheets 9 and 10 of the streets plan.
East Lindsey District Council	Unnamed	Approximately 325m of unnamed road between points OT21 and OT22, as shown on sheet 12 of the streets plan.
East Lindsey District Council	Track	Approximately 155m of track between points OT22 and OT22A, as shown on sheet 12 of the streets plan.
East Lindsey District Council	Gutheram Drove	Approximately 191m of Gutheram Drove between points OT23 and OT24, as shown on sheets 13 and 14 of the streets plan.
East Lindsey District Council	Track	Approximately 202m of track between points OT25 and OT26, as shown on sheet 13 of the streets plan.
East Lindsey District Council	Track	Approximately 227m of track between points OT27 and OT28, as shown on sheet 15 of the streets plan.
East Lindsey District Council	Track	Approximately 379m of track between points OT29 and OT30, as shown on sheet 15 of the streets plan.
Boston Borough Council	Track	Approximately 244m of track between points OT31 and OT32, as shown on sheet 24 of the streets plan.
Boston Borough Council	Track	Approximately 137m of track between points OT32 and OT33, as shown on sheet 24 of the streets plan.
Boston Borough Council	Track	Approximately 98m of track between points OT34 and OT35, as shown on sheet 33 of the streets plan.
Boston Borough Council	Unnamed	Approximately 147m of unnamed road between points OT36 and OT37, as shown on sheet 33 of the streets plan.
Boston Borough Council	Track	Approximately 98m of track between points OT38 and OT39, as shown on sheets 33 and 34 of the streets plan.

Boston Borough Council	Scalp Road	Approximately 234m of Scalp Road between points OT40 and OT41, as shown on sheet 34 of the streets plan.
Boston Borough Council	Track	Approximately 368m of track between points OT42 and OT43, as shown on sheets 34 and 35 of the streets plan.
Boston Borough Council	Track	Approximately 217m of track between points OT42 and OT42A, as shown on sheet 34 of the streets plan.
Boston Borough Council	Track	Approximately 132m of track between points OT44 and OT45, as shown on sheet 34 of the streets plan.
Boston Borough Council	Track	Approximately 143m of track between points OT46 and OT47, as shown on sheets 34 and 35 of the streets plan.
Boston Borough Council	Unnamed	Approximately 77m of unnamed road between points OT48 and OT49, as shown on sheets 34 and 35 of the streets plan.
Boston Borough Council	Unnamed	Approximately 95m of unnamed road between points OT50 and OT51, as shown on sheets 37 and 38 of the streets plan.
Boston Borough Council	Track	Approximately 167m of track between points OT52 and OT53, as shown on sheet 38 of the streets plan.
Boston Borough Council	Path	Approximately 112m of path between points OT54 and OT55, as shown on sheet 40 of the streets plan.
Boston Borough Council	Track	Approximately 563m of track between points OT56 and OT57, as shown on sheets 40 and 41 of the streets plan.
Boston Borough Council	Unnamed	Approximately 739m of unnamed road between points OT58 and OT59, as shown on sheets 40 and 41 of the streets plan.
Boston Borough Council	Track	Approximately 125m of track between points OT60 and OT61, as shown on sheet 41 of the streets plan.
Boston Borough Council	Thompson’s Lane	Approximately 306m of Thompson’s Lane between points OT62 and OT63, as shown on sheet 42 of the streets plan.

Boston Borough Council	Track	Approximately 233m of track between points OT64 and OT65, as shown on sheet 42 of the streets plan.
Boston Borough Council	Pullover Lane	Approximately 83m of Pullover Lane between points OT66 and OT67, as shown on sheets 42 and 43 of the streets plan.
Boston Borough Council	Track	Approximately 124m of track between points OT68 and OT69, as shown on sheet 43 of the streets plan.
Boston Borough Council	Smeeton's Lane	Approximately 107m of Smeeton's Lane between points OT70 and OT71, as shown on sheet 43 of the streets plan.
Boston Borough Council	Unnamed	Approximately 1664m of unnamed road between points OT72 and OT73, as shown on sheets 43 and 44 of the streets plan.
Boston Borough Council	Track	Approximately 45m of track between points OT74 and OT75, as shown on sheet 43 of the streets plan.
Boston Borough Council	Track	Approximately 26m of track between points OT76 and OT77, as shown on sheet 43 of the streets plan.
Boston Borough Council	Unnamed	Approximately 80m of unnamed road between points OT78 and OT79, as shown on sheets 43 and 44 of the streets plan.
Boston Borough Council	Track	Approximately 59m of track between points OT80 and OT81, as shown on sheet 43 of the streets plan.
Boston Borough Council	Unnamed	Approximately 1920m of unnamed road between points OT82 and OT83, as shown on sheet 43 and 44 of the streets plan.
South Holland District Council	Track	Approximately 331m of track between points OT84 and OT85, as shown on sheet 45 of the streets plan.
Boston Borough Council	Track	Approximately 205m of track between points OT86 and OT87, as shown on sheet 45 of the streets plan.
South Holland District Council	Unnamed	Approximately 789m of unnamed road between points OT88 and OT89, as shown on

		sheets 45, 47, 48 and 49 of the streets plan.
South Holland District Council	Unnamed	Approximately 1387m of unnamed road between points OT89 and OT90, as shown on sheets 47 and 48 of the streets plan.
South Holland District Council	Marsh Road	Approximately 444m of Marsh Road between points OT91 and OT92, as shown on sheet 49 of the streets plan.
South Holland District Council	Unnamed	Approximately 388m of unnamed road between points OT93 and OT94, as shown on sheet 48 of the streets plan.
South Holland District Council	Unnamed	Approximately 140m of unnamed road between points OT95 and OT96, as shown on sheets 48 and 49 of the streets plan.
South Holland District Council	Track	Approximately 627m of track between points OT97 and OT98, as shown on sheets 46 and 47 of the streets plan.
South Holland District Council	Unnamed	Approximately 89m of unnamed road between points OT101 and OT102, as shown on sheet 50 of the streets plan.
South Holland District Council	Track	Approximately 287m of track between points OT103 and OT104, as shown on sheets 50 and 51 of the streets plan.
South Holland District Council	Unnamed	Approximately 1953m of unnamed road between points OT105 and OT106, as shown on sheets 50 and 51 of the streets plan.
South Holland District Council	Track	Approximately 260m of track between points OT107 and OT108, as shown on sheet 51 of the streets plan.

SCHEDULE 5

Article 13

Access to works

(1) Area	*(2) Description of access*
East Lindsey District Council	Construction Access Point to the south from Roman Bank and marked at point AC-01 on sheet 1 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the north from A52 West of Hogsthorpe and marked at point AC-02 on sheet 4 of 51 of the access to works plan.

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East Lindsey District Council	Construction Access Point to the south from A52 West of Hogsthorpe and marked at point AC-03 on sheet 4 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the north from Listoft Lane and marked at point AC-04 on sheet 5 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the south from Listoft Lane and marked at point AC-05 on sheet 5 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the north from Sloothby High Lane and marked at point AC-06 on sheet 5 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the south from Sloothby High Lane and marked at point AC-07 on sheet 5 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the north from South Ings Lane and marked at point AC-08 on sheets 6 and 7 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the south from South Ings Lane and marked at point AC-09 on sheets 6 and 7 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the north from Marsh Lane and marked at point AC-10 on sheet 8 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the south from Marsh Lane and marked at point AC-11 on sheets 7 and 8 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the north from Younger's Lane and marked at point AC-11B on sheets 9 and 10 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from A158 Skegness Road and marked at point AC-12 on sheets 10 and 11 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the South from A158 Skegness Road and marked at point AC-13 on sheets 10 and 11 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from Low Road and marked at point AC-14 on sheets 12 and 13 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the South from A52 Croft Bank and marked at point AC-15 on sheet 13 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the north from Church Lane and marked at point AC-16 on sheet 14 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the south from Church Lane and marked at point AC-17 on sheet 14 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the South from Wainfleet Road and marked at point AC-18 on sheet 15 of 51 of the access to works plan.

East Lindsey District Council	Construction Access Point to the North from Wainfleet Road and marked at point AC-19 on sheet 15 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from Brewster Lane and marked at point AC-20 on sheets 15 and 16 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the South from Brewster Lane and marked at point AC-21 on sheets 15 and 16 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from Collision Gate and marked at point AC-22 on sheet 16 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the South from Collision Gate and marked at point AC-23 on sheet 16 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from Mill Lane and marked at point AC-24 on sheet 16 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from Scaldgate and marked at point AC-25 on sheet 17 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the South from Scaldgate and marked at point AC-26 on sheet 17 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from Fen Bank and marked at point AC-27 on sheet 18 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the South from Fen Bank and marked at point AC-28 on sheet 18 of 51 of the access to works plan.
East Lindsey District Council	Construction Access Point to the North from Howgarth Lane and marked at point AC-29 on sheet 20 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Common Road and marked at point AC-30 on sheet 23 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from Common Road and marked at point AC-31 on sheet 23 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Ings Road and marked at point AC-32 on sheet 27 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from Ings Road and marked at point AC-33 on sheet 27 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from A52 and marked at point AC-34 on sheets 29 and 30 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from A52 and marked at point AC-35 on sheets 29 and 30 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Cut End Road and marked at point AC-36 on sheet 33 of 51 of the access to works plan.

Boston Borough Council	Construction Access Point to the South from Cut End Road and marked at point AC-37 on sheet 33 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from Pinfold Lane and marked at point AC-38 on sheet 33 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Millfields Lane East and marked at point AC-39 on sheet 36 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Wyberton Roads and marked at point AC-40 on sheets 34 and 35 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from Wyberton Roads and marked at point AC-41 on sheets 34 and 35 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Marsh Road and marked at point AC-42 on sheets 39 and 40 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from Marsh Road and marked at point AC-43 on sheets 39 and 40 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Cravens Lane and marked at point AC-44 on sheet 42 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the North from Wash Road and marked at point AC-45 on sheets 42 and 43 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from Wash Road and marked at point AC-46 on sheets 42 and 43 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from Surfleet Bank (A17) and marked at point AC-47 on sheet 43 of 51 of the access to works plan.
South Holland District Council	Construction Access Point to the North from Surfleet Bank (A16) and marked at point AC-48 on sheet 47 of 51 of the access to works plan.
South Holland District Council	Construction Access Point to the North from Marsh Road and marked at point AC-49 on sheets 49 and 50 of 51 of the access to works plan.
South Holland District Council	Construction Access Point to the South from Marsh Road and marked at point AC-50 on sheets 49 and 50 of 51 of the access to works plan.
Boston Borough Council	Construction Access Point to the South from A17 and marked at point AC-51 on sheet 43 of 51 of the access to works plan

Boston Borough Council	Construction Access Point to the South from A17 and marked at point AC-52 on sheet 43 of 51 of the access to works plan
South Holland District Council	Construction Access Point to the South from Marsh Road and marked at point AC-53 on sheet 49 of 51 of the access to works plan

SCHEDULE 6

Article 16

Traffic regulation

PART 1

East Lindsey District Council

(1) Road	*(2) Extent as shown on the traffic regulation order plan*	*(3) Note*
Roman Bank	Approximately 493m of road between points TRO1A and TRO2A as shown on sheet 1 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Ember Lane	Approximately 400m of road between points TRO1 and TRO2 as shown on sheet 2 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Langham Road	Approximately 400m of road between points TRO3 and TRO4 as shown on sheet 3 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Lowgate Road	Approximately 400m of road between points TRO5 and TRO6 as shown on sheets 3 and 4 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday.

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		Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
A52 (Hogsthorpe)	Approximately 450m of road between points TRO7A and TRO8A as shown on sheet 4 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Listoff Lane	Approximately 400m of road between points TRO7 and TRO8 as shown on sheet 5 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Sloothby High Lane	Approximately 530m of road between points TRO9 andTRO10 as shown on sheet 5 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Path	Approximately 86m of road between points TRO9A and TRO10A as shown on sheet 5 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
South Ings Lane	Approximately 400m of road between points TRO11 and TRO12 as shown on sheet 7 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to

		30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Marsh Lane	Approximately 662m of road between points TRO13 and TRO14 as shown on sheets 7 and 8 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Ingoldmells Road	Approximately 470m of road between points TRO15 and TRO16 as shown on sheet 9 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Younger's Lane	Approximately 400m of road between points TRO17 and TRO18 as shown on sheets 9 and 10 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Skegness Road (A158)	Approximately 541m of road between points TRO19 and TRO20 as shown on sheet 11 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 40mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Billgate Lane	Approximately 400m of road between points TRO21 and TRO22 as shown on sheet 11 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed

		agreed by the traffic authority, for the duration of the construction of the authorised project.
Middlemarsh Road	Approximately 400m of road between points TRO23 and TRO24 as shown on sheet 12 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Low Road	Approximately 400m of road between points TRO25 and TRO26 as shown on sheet 12 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Church Lane	Approximately 488m of road between points TRO27 and TRO28 as shown on sheet 14 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
A52 (Croft)	Approximately 200m of road between points TRO29 and TRO30 as shown on sheet 13 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 40mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Wainfleet Road (B1195)	Approximately 826m of road between points TRO31 and TRO32 as shown on sheet 15 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority,

		for the duration of the construction of the authorised project.
Brewster Lane	Approximately 795m of road between points TRO33 and TRO34 as shown on sheet 16 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Collison Gate	Approximately 472m of road between points TRO35 and TRO36 as shown on sheet 16 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Mill Lane	Approximately 429m of road between points TRO37 and TRO38 as shown on sheet 16 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Church Lane	Approximately 400m of road between points TRO39 and TRO40 as shown on sheet 17 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Hall Gate (Track)	Approximately 85m of road between points TRO39A and TRO40A as shown on sheet 17 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the

		construction of the authorised project.
Scald Gate	Approximately 401m of road between points TRO41 and TRO42 as shown on sheet 17 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Burgh Road	Approximately 500m of road between points TRO43 and TRO44 as shown on sheet 18 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Fen Bank (Fodder Dike)	Approximately 400m of road between points TRO45 and TRO46 as shown on sheet 18 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Cranberry Lane	Approximately 400m of road between points TRO47 and TRO48 as shown on sheet 19 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Mill Hill	Approximately 400m of road between points TRO49 and TRO50 as shown on sheet 19 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised

		project.
Howgarth Lane	Approximately 400m of road between points TRO51 and TRO52 as shown on sheet 20 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Skirmore Road	Approximately 200m of road between points TRO51A and TRO52A as shown on sheet 20 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Skirmore Road	Approximately 400m of road between points TRO53 and TRO54 as shown on sheet 20 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Patman's Lane	Approximately 400m of road between points TRO55 and TRO56 as shown on sheet 21 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Ivery Lane	Approximately 400m of road between points TRO57 and TRO58 as shown on sheets 21 and 22 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.

Broad Gate	Approximately 400m of road between points TRO59 and TRO60 as shown on sheet 23 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Cragmire Lane	Approximately 400m of road between points TRO61 and TRO62 as shown on sheet 23 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Common Road	Approximately 400m of road between points TRO63 and TRO64 as shown on sheet 23 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Manor Lane	Approximately 460m of road between points TRO65 and TRO66 as shown on sheet 24 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Sea Dyke	Approximately 390m of road between points TRO67 and TRO68 as shown on sheet 24 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Church Road	Approximately 500m of road	Prohibition of vehicle access at

	between points TRO69 and TRO70 as shown on sheet 25 of the traffic regulation order plan.	any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
B1184	Approximately 400m of road between points TRO71 and TRO72 as shown on sheet 25 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Cowbroads Lane	Approximately 400m of road between points TRO73 and TRO74 as shown on sheet 25 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Pode Lane	Approximately 408m of road between points TRO75 and TRO76 as shown on sheet 25 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Skipmarsh Lane	Approximately 400m of road between points TRO77 and TRO78 as shown on sheet 26 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Southfields	Approximately 400m of road between points TRO79 and	Prohibition of vehicle access at any time.

	TRO80 as shown on sheet 26 of the traffic regulation order plan.	No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Ings Drove	Approximately 400m of road between points TRO81 and TRO82 as shown on sheet 26 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Ings Road	Approximately 400m of road between points TRO83 and TRO84 as shown on sheet 27 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Boston Longs Hedges	Approximately 400m of road between points TRO85 and TRO86 as shown on sheet 27 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Lowfields Lane	Approximately 448m of road between points TRO87 and TRO88 as shown on sheet 28 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
A52 (Butterwick)	Approximately 400m of road between points TRO89 and TRO90 as shown on sheet 30	Prohibition of vehicle access at any time. No waiting restriction between

	of the traffic regulation order plan.	7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 40mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Foxhole Lane	Approximately 400m of road between points TRO91 and TRO92 as shown on sheet 30 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Butterwick Road	Approximately 400m of road between points TRO93 and TRO94 as shown on sheet 30 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Shore Road	Approximately 396m of road between points TRO95 and TRO96 as shown on sheet 31 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Church End Road	Approximately 400m of road between points TRO97 and TRO98 as shown on sheet 31 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Clampgate Road	Approximately 400m of road between points TRO99 and TRO100 as shown on sheet 32 of the traffic regulation order	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on

	plan.	Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Grovefield Lane	Approximately 400m of road between points TRO101 and TRO102 as shown on sheet 32 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Grovefield Lane	Approximately 550m of road between points TRO103 and TRO104 as shown on sheets 32 and 33 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Pinfold Lane	Approximately 400m of road between points TRO105 and TRO106 as shown on sheet 33 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Cut End Road	Approximately 400m of road between points TRO107 and TRO108 as shown on sheet 33 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Wood Lane	Approximately 382m of road between points TRO109 and TRO110 as shown on sheet 33 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday.

		Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Wyberton Road	Approximately 587m of road between points TRO111 and TRO112 as shown on sheet 35 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Frampton Roads	Approximately 400m of road between points TRO113 and TRO114 as shown on sheet 37 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Millfield Lane East	Approximately 400m of road between points TRO115 and TRO116 as shown on sheet 36 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Sandholme Lane	Approximately 400m of road between points TRO117 and TRO118 as shown on sheet 38 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Marsh Lane	Approximately 79m of road between points TRO117A and TRO118A as shown on sheet 39 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to

		30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Marsh Road	Approximately 400m of road between points TRO119 and TRO120 as shown on sheet 39 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Wash Road	Approximately 400m of road between points TRO121 and TRO122 as shown on sheets 42 and 43 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.

South Holland District Council

(1) Road	*(2) Extent as shown on the traffic regulation order plan*	*(3) Note*
Surfleet Bank	Approximately 250m of road between points TRO127 and TRO128 as shown on sheet 47 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Marsh Drove	Approximately 400m of road between points TRO123 and TRO124 as shown on sheets 48 and 49 of the traffic regulation order plan.	Prohibition of vehicle access at any time. No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.
Marsh Road	Approximately 400m of road between points TRO125 and	Prohibition of vehicle access at any time.

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	TRO126 as shown on sheets 49 and 50 of the traffic regulation order plan.	No waiting restriction between 7.00am and 7.00pm on Monday to Sunday. Speed limit to be reduced to 30mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.

PART 2

South Holland District Council

(1) Road	*(2) Extent as shown on the traffic regulation order plan*	*(3) Note*
A16 (Surfleet Bank junction)	Approximately 400m of road between points TRO129 and TRO 130 as shown on sheet 47 of the traffic regulation order plan.	Speed limit to be reduced to 40mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.

Boston Borough Council

(1) Road	*(2) Extent as shown on the traffic regulation order plan*	*(3) Note*
A17 Fosdyke Bridge	Approximately 650m of road between points TRO131 and TRO 132 as shown on sheet 43 of the traffic regulation order plan.	Speed limit to be reduced to 40mph, or to such other speed agreed by the traffic authority, for the duration of the construction of the authorised project.

SCHEDULE 7

Article 22

Land in which only new rights etc. may be acquired

(1) Number of land shown on land plan	*(2) Purpose for which rights may be acquired*
01-001, 01-002	A. All rights and restrictions necessary for the undertaker and/or those authorised by the undertaker— 1. to install the cables by the use of directional drilling or other trenchless techniques only; 2. to retain and use the cables for the purposes of the transmission of electricity and telecommunications; 3. to benefit from continuous vertical and lateral support for the cables; B. A restrictive covenant over the land for the benefit of the remainder of the order land to— (a) prevent anything being done in or upon the land or any part thereof for the purposes of— (i) the construction of any buildings; or

(ii) the hard surfacing of the land;

(b) prevent the planting of any trees or shrubs on the land without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, or shrubs would not cause damage to the relevant part of the authorised development nor make it materially more difficult to maintain or to access the relevant part of the authorised development);

(c) prevent the carrying out of any excavations or works or agricultural practices to a depth greater than 0.75 metre from the surface of the land, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed) provided that (for the avoidance of doubt)—

(i) ordinary agricultural practices including but not limited to acts of cultivation including soil preparation, ploughing and sub-soiling, not exceeding 0.75 metre in depth from the surface of the land, do not require the consent of the undertaker; and

(ii) flushing of land drainage systems, maintenance of outfalls and culverts of land drainage systems, clearance of vegetation (by use of machinery or by hand) and the operation of existing land drainage systems do not require the consent of the undertaker provided that no excavations take place to a depth greater than 0.75 metre.

01-004, 01-005, 01-006, 01-007, 01-008, 01-009	A. All rights and restrictions necessary for the undertaker and/or those authorised by the undertaker— 1. to install the cables by the use of directional drilling or other trenchless techniques only; 2. to retain and use the cables for the purposes of the transmission of electricity and telecommunications; 3. to benefit from continuous vertical and lateral support for the cables; B. A restrictive covenant over the land for the benefit of the remainder of the order land to— (a) prevent anything being done in or upon the land or any part thereof for the purposes of— (i) the construction of any buildings; or (ii) the hard surfacing of the land; (b) prevent the planting of any trees or shrubs on the land without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, or shrubs would not cause damage to the relevant part of the authorised development nor make it materially more difficult to maintain or to access the relevant

	part of the authorised development); (c) prevent the carrying out of any excavations or works or agricultural practices to a depth greater than 0.75 metre from the surface of the land, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed) provided that (for the avoidance of doubt)— (i) ordinary agricultural practices including but not limited to acts of cultivation including soil preparation, ploughing and sub-soiling, not exceeding 0.75 metre in depth from the surface of the land, do not require the consent of the undertaker; and (ii) flushing of land drainage systems, maintenance of outfalls and culverts of land drainage systems, clearance of vegetation (by use of machinery or by hand) and the operation of existing land drainage systems do not require the consent of the undertaker provided that no excavations take place to a depth greater than 0.75 metre.
01-010, 01-013, 01-014, 01-015, 01-016	A. 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 1 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; 2. the right to retain and use the cables and jointing installations 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. 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; 5. the right to carry out terrestrial work activities; 6. the right to access adjoining land and highway; 7. the right to place and use plant, vehicles, machinery, materials, drilling fluids, apparatus, equipment and temporary structures on and within the land; 8. the right to remove and discharge water from the land; 9. the right to remove, store and stockpile

materials (including excavated material) within the land;

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

12. the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges;

13. 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;

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

15. 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);

16. 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;

17. 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;

18. the right to 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;

19. 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 cable marker posts to identify the location of the cables as required for routine integrity testing;

20. 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 access roads, hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;

21. 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;

22. 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 supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);

23. 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 haul roads;

24. 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 welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);

25. 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 fencing, gates, walls, barriers or other means of enclosure;

B. A restrictive covenant over the land for the benefit of the remainder of the order land to—

(a) prevent anything being done in or upon the land or any part thereof for the purposes of—

(i) the construction of any buildings; or

(ii) the hard surfacing of the land;

(b) prevent the planting of any trees or shrubs on the land without the consent in writing of the

		undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, or shrubs would not cause damage to the relevant part of the authorised development nor make it materially more difficult to maintain or to access the relevant part of the authorised development);
		(c) prevent the carrying out of any excavations or works or agricultural practices to a depth greater than 0.75 metre from the surface of the land, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed) provided that (for the avoidance of doubt)—
		(i) ordinary agricultural practices including but not limited to acts of cultivation including soil preparation, ploughing and sub-soiling, not exceeding 0.75 metre in depth from the surface of the land, do not require the consent of the undertaker; and
		(ii) flushing of land drainage systems, maintenance of outfalls and culverts of land drainage systems, clearance of vegetation (by use of machinery or by hand) and the operation of existing land drainage systems do not require the consent of the undertaker provided that no excavations take place to a depth greater than 0.75 metre.
01-017, 01-017a, 01-018, 02-006, 02-007, 02-008, 02-009, 02-010, 02-011, 02-012, 02-013, 03-008, 03-009, 03-010, 03-013, 03-015, 03-016, 03-017, 03-018, 03-021, 03-022, 03-025, 03-026, 03-028, 03-029, 03-030, 04-004, 04-006, 04-011, 04-012, 04-016, 04-017, 04-018, 04-019, 04-020, 04-021, 04-023, 05-002, 05-003, 05-004, 05-006, 05-007, 05-008, 05-009, 05-010, 05-011, 05-014, 05-015, 05-016, 05-017, 05-018, 05-021, 06-001, 06-002, 06-005, 06-007, 06-008, 06-010, 06-012, 06-017, 06-018, 06-019, 06-021, 07-003, 07-005, 07-006, 07-007, 08-004, 08-005, 08-006, 08-007, 08-013, 08-014, 08-015, 08-016, 09-002, 09-003, 09-004, 09-004a, 09-004b, 09-006, 09-011, 09-018, 09-018a, 09-022, 10-002, 10-004, 10-005, 10-006, 10-011, 10-012, 10-016, 10-017, 10-018, 11-003, 11-006, 11-007, 11-008, 11-010, 11-012, 11-015, 11-016, 11-017, 11-018, 11-019, 11-020, 11-021, 11-022, 11-023, 12-006, 12-007, 12-008, 12-009, 12-010, 12-012, 12-013, 12-018, 12-019, 12-020, 13-001, 13-	A. 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 1. 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; 2. the right to retain and use the cables and jointing installations 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. 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; 5. the right to carry out terrestrial work activities; 6. the right to access adjoining land and highway; 7. the right to place and use plant, vehicles, machinery, materials, drilling fluids, apparatus, equipment and temporary structures on and within the land; 8. the right to remove and discharge water from the land;	

002, 13-003, 13-004, 13-010, 13-011, 13-018, 13-019, 13-020, 13-021, 14-004, 14-005, 14-006, 14-007, 14-008, 14-009, 14-011, 14-012, 14-013, 14-014, 14-015, 15-004, 15-006, 15-007, 15-008, 15-009, 15-010, 15-011, 15-012, 15-013, 15-015, 15-016, 15-041, 15-042, 15-043, 15-044, 15-046, 15-047, 15-048, 15-049, 15-050, 15-053, 15-054, 15-055, 15-056, 15-057, 16-003, 16-004, 16-005, 16-006, 16-007, 16-009, 16-010, 16-011, 16-012, 16-013, 16-014, 16-015, 16-016, 16-020, 16-021, 16-022, 16-023, 16-024, 16-025, 16-027, 16-029, 16-030, 16-031, 17-001, 17-002, 17-003, 17-006, 17-007, 17-008, 17-009, 17-010, 17-011, 17-012, 17-013, 17-014, 17-015, 17-016, 17-018, 17-021, 17-022, 17-023, 17-024, 17-026, 17-027, 17-028, 17-029, 17-030, 17-034, 17-035, 18-001, 18-002, 18-003, 18-004, 18-005, 18-006, 18-007, 18-009, 18-010, 18-011, 18-013, 18-014, 18-016, 18-017, 18-018, 18-019, 18-021, 18-023, 18-024, 18-025, 18-026, 18-028, 18-030, 18-033, 18-034, 18-037, 18-038, 19-001, 19-002, 19-003, 19-004, 19-006, 19-008, 19-009, 19-010, 19-011, 19-012, 19-013, 19-014, 19-015, 19-016, 19-017, 19-018, 19-019, 19-020, 19-021, 19-022, 19-024, 19-024a, 19-025, 20-004, 20-005, 20-006, 20-008, 21-003, 21-004, 21-005, 21-006, 21-008, 21-009, 21-011, 22-004, 22-005, 22-009, 22-011, 22-012, 22-013, 22-018, 22-021, 22-022, 22-023, 22-026, 22-027, 22-028, 22-031, 22-032, 23-001, 23-002, 23-005, 23-008, 23-009, 23-010, 23-011, 23-012, 23-013, 23-015, 23-016, 23-019, 23-020, 23-021, 23-022, 23-024, 23-026, 23-027, 23-030, 23-032, 23-033, 23-034, 24-002, 24-003, 24-005, 24-010, 24-013, 25-001, 25-002, 25-003, 25-004, 25-005, 25-006, 25-007, 25-008, 25-009, 25-010, 25-011, 25-012, 25-013, 25-014, 25-017, 25-018, 25-019, 25-020, 25-021, 25-022, 25-024, 25-025, 25-026, 25-027, 25-030, 25-031, 25-032, 25-033, 26-003, 26-003a, 26-005, 26-005a, 26-006, 26-007, 26-008, 26-009, 26-009a, 26-009b, 26-011, 26-012, 26-013, 26-014, 26-016, 26-017, 26-018, 26-022, 26-023, 26-024, 27-001, 27-002, 27-005, 27-005a, 27-005b, 27-006, 27-007, 27-008, 27-009, 27-010,

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

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

12. the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges;

13. 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;

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

15. 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);

16. 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;

17. 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;

18. the right to 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;

19. 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 cable marker posts to identify the location

27-011, 27-015, 27-019, 27-021, 27-023, 27-024, 27-027, 27-030, 28-001, 28-002, 28-003, 28-006, 28-007, 28-007a, 28-011, 28-012, 28-014, 28-016, 28-017, 28-018, 28-019, 29-004, 29-005, 29-008, 29-009, 29-010, 29-013, 30-002, 30-005, 30-006, 30-007, 30-008, 30-009, 30-010, 30-013, 30-014, 30-015, 30-016, 30-017, 30-020, 30-021, 30-022, 30-023, 30-024, 31-001, 31-002, 31-003, 31-004, 31-005, 31-006, 31-007, 31-008, 31-009, 31-010, 32-003, 32-004, 32-004a, 32-005, 32-006, 32-007, 32-008, 32-009, 32-010, 32-011, 32-014, 32-015, 32-016, 32-017, 32-018, 32-019, 32-025, 32-026, 33-001, 33-002, 33-003, 33-004, 33-005, 33-008, 33-009, 33-010, 33-012, 33-013, 33-014, 33-015, 33-016, 33-026, 33-027, 33-028, 33-029, 33-035, 33-036, 33-037, 33-038, 33-038a, 33-039, 33-040, 34-003, 34-004, 34-005, 34-006, 34-007, 34-014, 34-015, 34-016, 34-018, 34-019, 34-020, 34-023, 37-001, 37-002, 37-003, 37-004, 37-009, 37-011, 37-012, 38-005, 38-006, 38-007, 38-008, 39-001, 39-002, 39-003, 39-004, 39-005, 39-006, 39-007, 39-008, 39-009, 39-014, 39-015, 39-016, 40-007, 40-010, 41-002, 41-003, 42-015, 42-016, 42-017, 42-018, 42-019, 42-020, 42-021, 42-022, 42-023, 42-024, 42-025, 43-001, 43-002, 43-003, 43-004, 43-005, 43-006, 43-007, 43-008, 43-009, 43-010, 43-011, 43-012, 43-013, 43-014, 43-015, 43-016, 43-017, 43-018, 43-019, 43-020, 43-021, 44-001, 44-002, 44-003, 44-004, 44-005, 44-006, 44-007, 44-008, 44-009, 44-010, 44-011, 44-012, 44-013, 44-014, 45-025, 45-026, 45-027, 45-028, 45-029, 45-030, 45-031, 45-032, 45-032a	of the cables as required for routine integrity testing; 20. 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 access roads, hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram; 21. 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; 22. 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 supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers); 23. 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 haul roads; 24. 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; 25. 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 noise alleviation measures; 26. 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 paths and bridleways for public use; 27. 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 welfare facilities (including but not limited to portakabins, portaloos and welfare equipment); 28. 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 fencing, gates, walls, barriers or other means of enclosure; B. A restrictive covenant over the land for the benefit of the remainder of the order land to— (a) prevent anything being done in or upon the land or any part thereof for the purposes of— (i) the construction of any buildings; or (ii) the hard surfacing of the land; (b) prevent the planting of any trees or shrubs on the land without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, or shrubs would not cause damage to the relevant part of the authorised development nor make it materially more difficult to maintain or to access the relevant part of the authorised development); (c) prevent the carrying out of any excavations or works or agricultural practices to a depth greater than 0.75 metre from the surface of the land, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed) provided that (for the avoidance of doubt)— (i) ordinary agricultural practices including but not limited to acts of cultivation including soil preparation, ploughing and sub-soiling, not exceeding 0.75 metre in depth from the surface of the land, do not require the consent of the undertaker; and (ii) flushing of land drainage systems, maintenance of outfalls and culverts of land drainage systems, clearance of vegetation (by use of machinery or by hand) and the operation of existing land drainage systems do not require the consent of the undertaker provided that no excavations take place to a depth greater than 0.75 metre.
09-012, 09-013, 09-016, 09-017	A. All rights and restrictions necessary for the undertaker and/or those authorised by the Undertaker— 1. to install the cables by the use of directional drilling or other trenchless techniques only; 2. to retain and use the Cables for the purposes of the transmission of electricity and telecommunications; 3. to benefit from continuous vertical and lateral support for the cables; 4. to access the land temporarily (and during the construction phase of the authorised project only) with or without vehicles and machinery so as to remove materials (arising as a result of works to install the cables) from the land; 5. to access the land temporarily with or without

	vehicles and machinery to 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; B. A restrictive covenant over the land for the benefit of the remainder of the order land to prevent anything being done in or upon the land or any part thereof which interferes with or might interfere with the exercise of the rights or the use of the cables or in any way render the cables in breach of any statute or regulation for the time being in force and applicable thereto.
45-046a, 45-054, 45-058, 45-062, 46-016, 46-023, 46-024, 46-025, 47-032, 47-033, 48-014, 48-015, 48-017, 48-018, 48-019, 48-020, 48-021, 48-022, 48-023, 48-024, 48-025, 49-007, 49-008, 49-009, 49-010, 50-002, 50-003, 50-004, 50-005, 50-006, 50-006a, 50-007, 50-007a, 51-001, 51-001a, 51-002, 51-003, 51-004, 51-005, 51-006, 51-007, 51-008, 51-009, 51-010, 51-011, 51-012, 51-013, 51-014, 51-015	A. 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 1. 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; 2. the right to retain and use the cables and jointing installations 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. 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; 5. the right to carry out terrestrial work activities; 6. the right to access adjoining land and highway; 7. the right to place and use plant, vehicles, machinery, materials, drilling fluids, apparatus, equipment and temporary structures on and within the land; 8. the right to remove and discharge water from the land; 9. the right to remove, store and stockpile materials (including excavated material) within the land; 10. the right to erect temporary signage and provide measures for the benefit of public and personnel safety; 11. the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges; 12. 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);

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 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;

15. the right to 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;

16. 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 cable marker posts to identify the location of the cables as required for routine integrity testing;

17. 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 access roads, hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;

18. 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;

19. 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 supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);

20. 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 haul roads;

22. 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 welfare facilities (including but not limited to portakabins, portaloos and welfare equipment);

23. 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 fencing, gates, walls, barriers or other means of enclosure;

B. A restrictive covenant over the land for the benefit of the remainder of the order land to—

(a) prevent anything being done in or upon the land or any part thereof for the purposes of—

(i) the construction of any buildings; or

(ii) the hard surfacing of the land;

(b) prevent the planting of any trees or shrubs on the land without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, or shrubs would not cause damage to the relevant part of the authorised development nor make it materially more difficult to maintain or to access the relevant part of the authorised development);

(c) prevent the carrying out of any excavations or works or agricultural practices to a depth greater than 0.75 metre from the surface of the land, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed) provided that (for the avoidance of doubt)—

(i) ordinary agricultural practices including but not limited to acts of cultivation including soil preparation, ploughing and sub-soiling, not exceeding 0.75 metre in depth from the surface of the land, do not require the consent of the undertaker; and

(ii) flushing of land drainage systems, maintenance of outfalls and culverts of land drainage systems, clearance of vegetation (by use of machinery or by hand) and the operation of existing land drainage systems do not require the consent of the undertaker provided that no excavations take place to a depth greater than 0.75 metre.

15-032, 15-035, 15-028, 15-033, 15-	All rights and restrictions necessary for the undertaker

031, 15-030, 15-034, 15-036, 15-029	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 1. the right to carry out terrestrial work activities; 2. the right to access adjoining land and highway including use of the existing or any replacement bridge; 3. the right to place and use plant, vehicles, machinery, materials, drilling fluids, apparatus, equipment and temporary structures on and within the land; 4. the right to construct, install, retain, adjust, alter, test, use, maintain, repair, renew, upgrade, inspect, survey, cleanse, protect, make safe, replace and remove the bridge and supporting structures on or over or in the land; 5. the right to remove, store and stockpile materials (including excavated material) within the land; 6. 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; 7. the right to erect temporary signage and provide measures for the benefit of public and personnel safety; 8. the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges; 9. 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); 10. 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; 11. 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; 12. the right to 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; 13. 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 hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram; 14. 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 supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers); 15. 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 fencing, gates, walls, barriers or other means of enclosure.
45-002, 45-003, 45-004, 45-006, 45-007, 45-009, 45-010, 45-011, 45-012, 45-013, 45-014, 45-016, 45-017, 45-018, 45-019, 45-020, 45-022, 45-034, 45-035, 45-036, 45-037, 45-038, 45-042, 45-043, 45-044, 45-045, 45-046, 45-047, 45-048, 45-049, 45-049a, 45-051, 45-051a, 45-052, 45-052a, 45-055, 45-056, 45-057, 45-059, 45-060, 45-061, 45-063, 45-064, 45-065, 45-065a, 45-067, 45-069, 45-073, 46-001, 46-004, 46-005, 46-007, 46-009, 46-010, 46-011, 46-012, 46-013, 46-014, 46-015, 46-018, 46-019, 46-020, 46-027, 46-028, 46-029, 46-030, 46-031, 46-032, 46-034, 46-035, 46-037a, 46-036, 46-038, 46-039, 46-040, 46-042, 46-043, 46-044a, 46-045, 46-046, 46-047, 47-007, 47-010, 47-012, 47-013, 47-014, 47-015, 47-016, 47-018, 47-019, 47-020, 47-021, 47-022, 47-023, 47-024, 47-025, 47-027, 47-036, 47-037, 47-038, 48-001, 48-003, 48-004, 48-008, 48-009, 48-010, 48-011, 48-013	A. 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 1. the right to carry out terrestrial work activities; 2. the right 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 remove and discharge water from the land; 5. the right to remove, store and stockpile materials (including excavated material) within the land; 6. 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; 7. the right to erect temporary signage and provide measures for the benefit of public and personnel safety; 8. the right to fell, prune, cut, coppice, alter, lop, uproot and replant trees, shrubs and hedges, and remove roots of trees, shrubs and hedges; 9. 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);

10. 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;

11. 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;

12. the right to 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;

13. 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 hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram;

14. 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 or culverts, and to drain into and manage waterflows in any public and private drains, watercourses, sewers or culverts;

15. 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 supporting or protective structures (including the bridging over of or protection of the apparatus of the statutory undertakers);

16. 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 paths and bridleways for public use;

17. 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 fencing, gates, walls, barriers or other means of enclosure;

B. A restrictive covenant over the land for the

	benefit of the remainder of the order land to— (a) prevent anything being done in or upon the land or any part thereof for the purposes of— (i) the construction of any buildings; or (ii) the hard surfacing of the land; (b) prevent the planting of any trees or shrubs on the land without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, or shrubs would not cause damage to the relevant part of the authorised development nor make it materially more difficult to maintain or to access the relevant part of the authorised development); (c) prevent the carrying out of any excavations or works or agricultural practices to a depth greater than 0.75 metre from the surface of the land, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed) provided that (for the avoidance of doubt)— (i) ordinary agricultural practices including but not limited to acts of cultivation including soil preparation, ploughing and sub-soiling, not exceeding 0.75 metre in depth from the surface of the land, do not require the consent of the undertaker; and (ii) flushing of land drainage systems, maintenance of outfalls and culverts of land drainage systems, clearance of vegetation (by use of machinery or by hand) and the operation of existing land drainage systems do not require the consent of the undertaker provided that no excavations take place to a depth greater than 0.75 metre.
01-011, 01-012, 09-007, 09-008, 09-009, 09-010, 15-019, 15-025, 15-038, 15-039, 45-041a, 46-022, 46-041, 47-006, 47-008, 47-009, 47-014a	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 1. the right to carry out terrestrial work activities; 2. the right to access adjoining land and highway.

SCHEDULE 8

Article 22

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 5—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

"(5A) If—

(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 7 of Schedule 8 to the Outer Dowsing Offshore Wind Farm Order 20[ ]); and

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 10 of Schedule 8 to the Outer Dowsing Offshore Wind Farm Order 20[ ]) to acquire an interest in the land, and

(c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right."

Application of the 1965 Act

4.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land 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 the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(**a**) 1973 c.26.

(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 or the imposition of a restriction with the modifications specified in the following provisions of this Schedule.

5. For section 7 of the 1965 Act (measure of compensation in case of severance) substitute 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."

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (refusal to convey, failure to make title, etc.);

(b) paragraph 10(3) of Schedule 1 (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.

7. 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 land), 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)(**a**), 12 (unauthorised entry)(**b**) and 13 (refusal to give possession to acquiring authority)(**c**) of the 1965 Act are modified correspondingly.

8. Section 20 of the 1965 Act (tenants at will, etc.)(**d**) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

9. Section 22 of the 1965 Act (interests omitted from purchase) is 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.

10. For Schedule 2A to the 1965 Act substitute—

(**a**) Section 11B was inserted by section 187 of the Housing and Planning Act 2016 (c.22).
(**b**) Section 12 was amended by paragraph 4 of Schedule 16 to the Housing and Planning Act 2016 (c.22).
(**c**) Section 13 was amended by the Tribunals, Courts and Enforcement Act 2007.
(**d**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 and paragraph 70 of Schedule 1 to the Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009/1307.

“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 (execution of declaration) of the 1981 Act as applied by article 24 (application of the Compulsory Purchase (Vesting Declarations) Act 1981) of the Outer Dowsing Offshore Wind Farm Order 20[ ] in respect of the land to which the notice to treat relates.

(2) But see article 26(3) (acquisition of subsoil or airspace only) of the Outer Dowsing Offshore Wind Farm Order 202[ ], which excludes the acquisition of subsoil or airspace from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the 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 28

Land of which temporary possession may be taken

(1) Area	*(2) Number of land shown on land plan*	*(3) Purpose for which temporary possession may be taken*	*(4) Relevant part of the authorised project*
District of Boston	33-019, 33-020, 33-021, 33-022, 33-023, 33-024, 33-025, 34-010, 34-011, 34-012, 34-013, 38-003, 38-004, 38-009, 42-004, 43-023, 43-024, 43-029, 43-030, 43-031, 43-032, 43-033, 43-034, 43-035, 43-042, 43-043, 43-044, 43-045, 43-046, 43-047, 44-027, 44-028, 44-029	Temporary use (including laying of temporary vehicular access tracks, bellmouths and associated footpaths) to facilitate construction of Work Nos. 15, 16, 17 and 19.	Work No. 18
District of East Lindsey	04-013, 05-005, 07-010, 07-011, 08-001, 08-002, 08-003, 08-008, 10-014, 12-016, 13-012, 14-001, 14-002, 14-003, 15-018, 15-020, 15-021, 15-022, 15-023, 15-024, 15-026, 15-027, 15-	Temporary use (including laying of temporary vehicular access tracks, bellmouths and associated footpaths) to facilitate construction of Work Nos. 15, 19 and 22.	Work No. 18

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	045, 15-051, 16-001, 16-002, 20-001		
District of South Holland	49-001, 49-002, 49-003, 49-004	Temporary use (including laying of temporary vehicular access tracks, bellmouths and associated footpaths) to facilitate construction of Work Nos. 15, 16, 17 and 19.	Work No. 18
District of Boston	23-023, 26-025, 27-003, 27-004, 27-004a, 29-007, 29-011, 29-012, 30-001, 33-011, 33-030, 33-031, 34-009, 34-021, 34-022, 36-002, 36-003, 36-004, 39-013, 39-021, 42-003, 43-026, 43-027, 43-028, 43-038, 43-039, 43-040, 43-041, 45-040, 47-029, 49-005, 49-006	Temporary use (consisting of temporary works areas to support construction activities; temporary construction ramps; storage areas to assist with the onshore transmission works; and vehicular access tracks, bellmouths and footpaths) to facilitate construction of Work No. 15.	Work No. 19
District of East Lindsey	02-001, 02-002, 04-014, 07-008, 07-009, 07-012, 08-009, 10-013, 10-015, 10-019, 13-013, 13-014, 15-017, 15-037, 15-040, 15-052, 18-020, 20-002, 20-003	Temporary use (consisting of temporary works areas to support construction activities; temporary construction ramps; storage areas to assist with the onshore transmission works; and vehicular access tracks, bellmouths and footpaths) to facilitate construction of Work Nos. 13, 14, 15 and 22.	Work No. 19
District of South Holland	45-040 47-004 47-029 49-005 49-006	Temporary use (consisting of temporary works areas to support construction activities; temporary construction ramps; storage areas to assist with the onshore transmission works; and vehicular access tracks, bellmouths and footpaths) to facilitate construction	Work No. 19

		of Work Nos. 15, 16, 17, 20, 23, 24 and 25.	
District of Boston	33-017, 33-018, 34-025, 35-001, 35-002, 35-003, 36-005, 36-006, 36-007, 36-008, 39-022, 39-023, 42-005, 42-006, 42-007, 42-008, 42-009, 42-010, 42-013, 42-014, 43-022	Temporary use (highway alterations including widening of the highway, provision of passing bays, culverting and drainage works) to facilitate construction of Work No. 15.	Work No. 21
District of East Lindsey	17-036, 17-037, 20-009	Temporary use (highway alterations including widening of the highway, provision of passing bays, culverting and drainage works) to facilitate construction of Work No. 15.	
District of Boston	21-010, 22-001, 22-002, 22-003, 22-006, 22-007, 22-008, 22-010, 22-014, 22-015, 22-016, 22-017, 22-019, 22-020, 22-024, 22-025, 22-029, 22-029a, 22-030, 23-003, 23-004, 23-006, 23-007, 23-014, 23-017, 23-018, 23-025, 23-028, 23-029, 23-031, 23-035, 24-001, 24-004, 24-006, 24-007, 24-008, 24-009, 24-011, 24-012, 25-015, 25-016, 25-023, 25-028, 25-029, 26-001, 26-002, 26-004, 26-015, 26-019, 26-020, 26-021, 27-012, 27-013, 27-014, 27-016, 27-017, 27-018, 27-020, 27-022, 27-025, 27-026, 27-028, 27-029, 28-004, 28-008, 28-009, 28-010, 28-013, 28-015, 29-001, 29-002, 29-003, 29-006, 30-003, 30-004, 30-011, 30-012, 30-018, 30-019, 32-001, 32-002, 32-012, 32-013, 32-020, 32-021, 32-022, 32-023, 32-024, 33-006, 33-007, 33-032, 33-033, 33-	Temporary use (including enabling works) for vehicular access to facilitate the construction of Work Nos. 15, 19, and 24.	Enabling accesses

	034, 34-001, 34-002, 34-008, 34-017, 34-024, 37-005, 37-006, 37-007, 37-008, 37-010, 38-001, 38-002, 39-010, 39-011, 39-012, 39-017, 39-018, 39-019, 40-001, 40-002, 40-003, 40-006, 40-008, 40-009, 41-001, 42-001, 42-002, 42-011, 42-012, 42-026, 43-025, 43-036, 44-015, 44-016, 44-017, 44-018, 44-019, 44-020, 44-021, 44-022, 44-023, 44-024, 44-025, 44-026, 45-023, 45-024, 45-033		
District of East Lindsey	01-019, 02-003, 02-004, 02-005, 02-014, 02-015, 02-016, 02-017, 02-018, 02-019, 02-020, 02-021, 03-001, 03-002, 03-003, 03-004, 03-005, 03-006, 03-007, 03-011, 03-012, 03-014, 03-019, 03-020, 03-023, 03-024, 03-027, 03-031, 04-001, 04-002, 04-003, 04-005, 04-007, 04-008, 04-009, 04-010, 04-015, 04-022, 05-001, 05-012, 05-013, 05-019, 05-020, 06-003, 06-004, 06-006, 06-009, 06-011, 06-013, 06-014, 06-015, 06-016, 06-020, 07-001, 07-002, 07-004, 08-010, 08-011, 08-012, 08-017, 09-001, 09-005, 09-005a, 09-005b, 09-005c, 09-014, 09-015, 09-019, 09-020, 09-021, 10-001, 10-003, 10-007, 10-008, 10-009, 10-010, 10-020, 10-021, 10-022, 11-001, 11-002, 11-004, 11-005, 11-009, 11-013, 11-014, 12-001, 12-002, 12-003, 12-004, 12-011, 12-014, 12-015, 12-017, 13-	Temporary use (including enabling works) for vehicular access to facilitate the construction of Work Nos. 13, 14, 15, 19 and 22.	Enabling accesses

	005, 13-006, 13-007, 13-008, 13-009, 13-015, 13-016, 13-017, 14-010, 14-016, 15-001, 15-002, 15-003, 15-005, 15-014, 16-008, 16-017, 16-018, 16-019, 16-026, 16-028, 17-004, 17-005, 17-017, 17-019, 17-020, 17-025, 17-031, 17-032, 17-033, 18-008, 18-012, 18-015, 18-022, 18-027, 18-029, 18-031, 18-032, 18-035, 18-036, 19-005, 19-007, 19-023, 20-007, 21-001, 21-002, 21-007		
District of South Holland	45-039, 45-053, 45-066, 45-070, 45-071, 45-072, 46-026, 47-001, 47-002, 47-003, 47-028, 47-030, 47-034, 47-035, 48-016, 49-011, 50-001	Temporary use (including enabling works) for vehicular access to facilitate the construction of Work Nos. 15, 16, 17, 19, 20, 23, 24 and 25.	Enabling accesses

SCHEDULE 10

Article 32

Deemed marine 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 2008 Act" means the Planning Act 2008;

"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;

"Annex 1 reef" means a reef of a type listed in Annex 1 to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"array cable" means the cables described in paragraph (b) of Work No. 1 that link the wind turbine generators to each other and to the offshore transformer substations;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

(**a**) S.I. 2017/1013.

"authorised scheme" means Work Nos. 1, 2, 4 and 8 described in paragraph 3 of Part 1 of this licence or any part of that work;

"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 cable circuits authorised by this Order together with physical protection measures including cable protection;

"cable protection" means measures to protect cables from physical damage including 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;

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works 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 Part 4 (marine licensing) of the 2009 Act;

"Environment Agency" means the non-departmental public body of that name created by section 1 of the Environment Act 1995;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"European offshore marine site" has the meaning given in regulation 18 of the 2017 Offshore Regulations(**a**);

"European site" has the meaning given in regulation 27 of the 2017 Offshore Regulations(**b**);

"gravity base structure" 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 under article 41 (certification of plans etc.);

"in principle Southern North Sea SAC Site Integrity Plan" means the document certified as the in principle Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"interlink cable" means the cables comprised within Work No. 4 that link the offshore transformer substations to each other and to the offshore accommodation platform;

"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;

"LAT" means lowest astronomical tide;

"layout principles" means the layout principles set out in paragraph 25 of Chapter 3 (Project Description) of the environmental statement;

(**a**) Regulation 18 was amended by S.I. 2019/579.
(**b**) Regulation 27 was amended by S.I. 2019/579.

“licence 2 (transmission)” means the licence set out in Schedule 11 (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 (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and “maintenance” and any derivative of maintain 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;

“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, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“MSL” means mean sea level;

“offshore accommodation platform” means a structure attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing housing accommodation, storage, workshop, auxiliary equipment and facilities for operating, maintaining and controlling the wind turbine generators and offshore electrical installations;

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

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

“offshore transformer substation” means a structure attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and

(b) housing accommodation, storage, workshop auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation or wind turbine generators;

“the Order” means the Outer Dowsing Offshore Wind Farm Order 202[*];

“outline cable specification and installation plan” means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of the Order under article 41;

“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 under article 41;

“outline marine mammal mitigation protocol (piling)” means the document certified as the outline marine mammal mitigation protocol (piling) by the Secretary of State for the purposes of the Order under article 41;

“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 under article 41;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of the Order under article 41;

"outline scour protection and cable protection management plan" means the document certified as the outline scour protection and cable protection management plan by the Secretary of State for the purposes of the Order under article 41;

"outline vessel management plan" means the document certified as the outline vessel management plan by the Secretary of State for the purposes of the Order under article 41;

"outline marine archaeological written scheme of investigation" means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of the Order under article 41;

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

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

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

"suction bucket jacket foundation" means a jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel suction buckets 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 GT R4 Limited (company number 13281221);

"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;

"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;

"Work No. 3" means—

(a) up to four small offshore transformer substations each fixed to the seabed by monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations; or

(b) up to two large offshore transformer substations each fixed to the seabed by monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations; and

"works plans" means the plans certified as the works plans onshore and works plans offshore by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

(2) 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)
CEFAS Building
Pakefield Road
Lowestoft
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
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426/2433
Email: navigationsafety@mcga.gov.uk;

(f) Natural England
4th Floor, Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 3900;

(g) Historic England
The Foundry
82 Granville Street
Birmingham
B1 2LH
Tel: 0121 625 6888.

2. Subject to the licence conditions at Part 2, 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) (licensable marine activities) 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) the removal of out of service cables;

(g) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(h) removal of static fishing gear; and

(i) the disposal of up to 21,389,090 cubic metres 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 (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—

Work No. 1—

(a) an offshore wind turbine generating station with a gross electrical output capacity of over 100 MW comprising up to 100 wind turbine generators each fixed to the seabed by either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations fitted with rotating blades and situated within the area shown on the works plans and further comprising (b) below;

(b) a network of subsea array cables between the wind turbine generators and between the wind turbine generators and the offshore transformer substations forming part of Work No. 3 including one or more cable crossings;

Work No. 2— up to one offshore accommodation platform fixed to the seabed by either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations (which may alternatively be constructed under licence 2 (transmission));

Work No. 4— a network of interlink cables between the offshore transformer substations comprised within Work No. 3 and between the offshore transformer substations and the offshore accommodation platform comprised within Work No. 2, for the transmission of electricity and electronic communications, including one or more cable crossings (which may alternatively be constructed under licence 2 (transmission), in whole or in part);

Work No. 8— a temporary work area associated with Work Nos. 1, 2 and 4 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

In connection with such Work Nos. 1, 2, 4 and 8 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

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

(b) cable protection measures such as but not limited to the placement of rock, split pipe system, and/or mattresses;

(c) cable crossings;

(d) dredging;

(e) the removal of material from the seabed required for the construction of Work Nos. 1, 2, 4 and 8 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling, seabed preparation for foundation works and cable installation preparation works (such as sandwave clearance and boulder clearance); and

(f) removal of static fishing equipment.

In connection with such Work Nos. 1, 2, 4 and 8, 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 or anchoring vessels in the construction and/or maintenance of the authorised scheme;

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

(c) buoys such as wave buoys and LiDAR buoys used for measurement purposes.

4. The substances or articles authorised for deposit at sea are—

(a) iron and steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(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, cable preparation works and sandwave clearance works;

(g) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(h) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
142	53° 28′ 51.538″ N	001° 13′ 20.848″ E
143	53° 28′ 51.539″ N	001° 13′ 20.848″ E
144	53° 28′ 27.088″ N	001° 10′ 54.113″ E
145	53° 28′ 40.336″ N	001° 10′ 32.794″ E
146	53° 29′ 37.647″ N	001° 09′ 0.491″ E
147	53° 29′ 37.332″ N	001° 06′ 3.730″ E
148	53° 29′ 19.041″ N	001° 03′ 53.183″ E
149	53° 32′ 32.232″ N	001° 00′ 59.093″ E

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150	53° 34′ 31.492″ N	001° 04′ 32.616″ E
151	53° 36′ 34.077″ N	001° 08′ 26.916″ E
152	53° 39′ 12.689″ N	001° 28′ 43.588″ E
153	53° 32′ 3.757″ N	001° 32′ 46.680″ E
154	53° 30′ 57.848″ N	001° 26′ 4.442″ E
155	53° 30′ 57.847″ N	001° 26′ 4.443″ E

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 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes)(**a**) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) 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 6 (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) Each wind turbine generator forming part of the authorised scheme must not—

(a) exceed a height of 403 metres when measured from LAT to the tip of the vertical blade;

(b) exceed a rotor diameter of 340 metres;

(c) be less than 40 metres from MSL to the lowest point of the rotating blade; and

(d) be less than 605 metres from blade tip to the blade tip of the nearest wind turbine generator.

(2) Wind turbine generator foundation structures forming part of the authorised scheme must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(3) In respect of a wind turbine generator—

(a) no monopile foundation may have a diameter greater than 13 metres;

(b) no gravity base structure foundation may have a diameter at the level of the seabed greater than 55 metres;

(c) no pin pile jacket foundation forming part of the authorised scheme may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than four pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised scheme may—

(**a**) Section 108 was amended by section 69 of the Energy Act 2008 (c.32).

(i) have a suction bucket diameter of greater than 20 metres; or

(ii) employ more than four suction buckets per jacket foundation;

(4) The total seabed footprint area for wind turbine generator foundations must not exceed—

(a) 122,904 square metres excluding scour protection; and

(b) 1,041,400 square metres including scour protection.

(5) No wind turbine generator or offshore accommodation platform forming part of the authorised scheme is to be erected within the area hatched black and marked "offshore restricted build area" on the works plans, whose coordinates are specified below and shown on the offshore order limits and grid coordinates plan—

Point	*Latitude*	*Longitude*
150	53° 34′ 31.492″ N	001° 04′ 32.616″ E
151	53° 36′ 34.077″ N	001° 08′ 26.916″ E
152	53° 39′ 12.689″ N	001° 28′ 43.588″ E
845	53° 33′ 59.545″ N	001° 03′ 36.079″ E
846	53° 33′ 59.382″ N	001° 03′ 35.074″ E
847	53° 34′ 09.033″ N	001° 03′ 52.365″ E
848	53° 34′ 31.223″ N	001° 04′ 32.133″ E
849	53° 36′ 37.559″ N	001° 19′ 54.519″ E
850	53° 38′ 07.792″ N	001° 29′ 20.432″ E
851	53° 34′ 27.499″ N	001° 06′ 28.034″ E

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2.—(1) The total number of offshore accommodation 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 offshore accommodation platform forming part of the authorised scheme must not exceed—

(a) 80.2 metres in height when measured from LAT;

(b) 84 metres in length; and

(c) 84 metres in width.

(3) Offshore accommodation platform foundation structures forming part of the authorised scheme must be one of either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(4) In respect of an offshore accommodation platform—

(a) no monopile foundation may have a diameter greater than 14 metres;

(b) no gravity base structure foundation may exceed, at the level of the seabed—

(i) a length of 72 metres; or

(ii) a width of 36 metres;

(c) no pin pile jacket foundation forming part of the authorised scheme may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than 24 pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised scheme may—

(i) have a suction bucket diameter of greater than 20 metres; or

(ii) employ more than eight suction buckets per jacket foundation;

(5) The total seabed footprint area for offshore accommodation platform foundations must not exceed—

(a) 2,600 square metres excluding scour protection; and

(b) 19,600 square metres including scour protection.

3.—(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(b) (array cable)	377.42km	1,270,357m2	1,214,494m3
Work No. 4 (interlink cables)	123.75km	406,438m2	399,234m3

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(2) The total number of cable crossings in respect of the array cables comprised within Work No. 1(b) must not exceed 30, unless otherwise agreed with the MMO.

Maintenance of the authorised scheme

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

(a) major wind turbine component or offshore accommodation platform replacement;

(b) painting and applying other coatings to wind turbine generators or the offshore accommodation platform;

(c) bird waste and marine growth removal;

(d) cable remedial burial;

(e) cable repairs and replacement;

(f) cable protection replenishment;

(g) access ladder and boat landing replacement;

(h) wind turbine generator and accommodation platform anode replacement; and

(i) J-tube repair/replacement.

(4) Where the MMO's approval is required under sub-paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Vessels under the undertaker's control

5.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

6. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notification and Inspection

7.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent variations to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 16; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 16;

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-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 16 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 offshore operations 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 Local Office in writing at least 14 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 Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via the Kingfisher Service of Seafish portal (https://kingfisherbulletin.org/submit-notice) and sent by email to kingfisher@seafish.co.uk——

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of the authorised scheme.

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 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 carried out under this licence, Work Nos. 2, 4 and 8, 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 UK Hydrographic Office within five days.

(9) The notices to mariners must be updated and reissued at weekly 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 UK Hydrographic Office within five days.

(10) The undertaker must notify the UK Hydrographic Office—

(a) of commencement of the licensed activities at least 14 days prior to commencement;

(b) of the progress of the licensed activities; and

(c) of completion of construction of the licensed activities within 14 days of completion

in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable 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, the UK Hydrographic Office and regional fisheries organisations.

(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, UK Hydrographic Office and regional fisheries organisations within five days.

Aids to navigation

8.—(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 7(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.

Colouring of structures

9.—(1) Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least Highest Astronomical Tide to a height as directed by Trinity House.

(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

10. 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 and offshore accommodation platform to be constructed;

(e) the latitude and longitude of each wind turbine generator and offshore accommodation 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 days of the notification to the Defence Infrastructure Organisation Safeguarding.

Chemicals, drilling and debris

11.—(1) Unless otherwise agreed in writing by the MMO, all chemicals and substances, including paints and coatings, used below MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed by the MMO in writing.

(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 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July 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 the disposal site reference(s) to be provided by the MMO 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 MMO Local 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 must 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) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(11) All dropped objects including those in sub-paragraph (10), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(12) On receipt of notification or 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 marine environment at the undertaker's expense if reasonable to do so.

Notification of unauthorised deposits

12.—(1) If the master of a vessel determines that it is necessary to make an unauthorised deposit 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.

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 by the MMO in consultation with Trinity House, the MCA, UKHO and the relevant statutory nature conservation body which shows—

(i) the proposed location and choice of foundation of all wind turbine generators and the offshore accommodation platform;

(ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore accommodation platform;

(iii) the height to the tip of the vertical blade and height to the centreline of the generator shaft forming part of the hub;

(iv) rotor diameter and spacing of all wind turbine generators;

(v) the length and arrangement of all cables comprising Work Nos. 1(b) and, to the extent that they are to be installed under this licence, Work No. 4;

(vi) the dimensions of all gravity base structure foundations;

(vii) the dimensions of all pin pile jacket foundations;

(viii) the dimensions of all suction bucket jacket 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 and which must accord with the recommendations for layout contained in MGN654 and its annexes) and the offshore accommodation platform including any exclusion zones identified under condition 13(1)(g)(iv);

(xi) a plan showing the indicative layout of all wind turbine generators and the offshore accommodation platform including all exclusion zones (insofar as not shown in (ix) 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

(xii) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 1, 2, 4 and 8 and compliance with conditions 1 to 12 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, the offshore accommodation platform and cables comprised in the works at paragraph 3 of Part 1 (licensed marine activities) of this licence (insofar as not shown in sub-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 17, 18 and 19 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 of 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, to be submitted to the MMO at least six months prior to commencement of licensed activities, 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, in accordance with the outline cable specification and installation plan, 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 and cable protection management in accordance with the outline scour protection and cable protection management plan 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 in accordance with the outline 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 7 and to address the interaction of the licensed activities with fishing activities;

(vi) a vessel management plan in accordance with the outline vessel management plan including details of vessel routing to and from construction sites and ports and to include a code of conduct for vessel operators; and

(vii) a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised.

(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 outline marine mammal mitigation protocol (piling), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body, to be submitted to the MMO at least six months prior to commencement of piling activities. The marine mammal mitigation protocol must include deployment of noise mitigation systems or noise abatement systems that will be utilised to manage sounds from those piling activities. The marine mammal mitigation protocol must include full details and justification for the mitigation chosen or excluded for deployment.

(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 marine archaeological written scheme of investigation 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 8 for the lifetime of the authorised scheme.

(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) 6,600kJ in respect of monopile foundations; and

(b) 3,500kJ in respect of pin piles.

(3) Pre-construction archaeological investigations 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 four 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) Subject to sub-paragraph (6), the MMO must determine an application for approval made under condition 13 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(5) 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.

(6) Where an application for approval is made under condition 13(1)(c), (d), (f) or (h), the MMO must determine the application for approval within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

Offshore safety management

15. 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 MGN654 "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

16.—(1) The undertaker must provide the following information to the MMO, unless otherwise agreed in writing by the MMO—

(a) the name, company number (if applicable), address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; 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, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(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

17.—(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 nature conservation body 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 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) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 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;

(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 body.

Construction monitoring

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 the relevant statutory nature conservation body of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The monitoring proposals must specify each survey's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, 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 collectively under this licence and under licence 2 (transmission), unless otherwise agreed in writing by the MMO.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type (unless otherwise agreed with the MMO). 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 impacts significantly in excess of 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) The undertaker must carry out the monitoring 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 body.

(5) Construction monitoring must include vessel traffic monitoring by automatic identification system for the duration of the construction period. An appropriate report must be submitted to the MMO, Trinity House and the MCA at the end of each year of the construction period.

Post construction

19.—(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 nature conservation body of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) 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 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) an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;

(b) within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within 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) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c); and

(e) post-construction traffic monitoring, which includes vessel traffic monitoring by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised scheme, unless otherwise agreed in writing by the MMO. An appropriate report must be submitted to the MMO, Trinity House and the MCA at the end of each year of the three year period.

(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 body.

(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

20.—(1) Only when driven or part-driven pile foundations 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 to satisfy the Marine Noise Registry's Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving 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 sub-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.

Deployment of cable protection

21. Any cable protection to be installed following completion of construction in locations where cable protection was not installed during construction must be deployed within 10 years of completion of construction unless otherwise agreed by the MMO in writing.

Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)

22.—(1) No piling activities can begin until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle 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.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the authorised scheme, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

(6) The MMO must determine an application for approval made under condition 22 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(7) The licensed activities must be carried out in accordance with the SIP approved under condition 22, unless otherwise agreed in writing by the MMO.

Completion of construction

23.—(1) The undertaker must submit a close out report to the MMO, MCA, UKHO, the relevant statutory nature conservation body and Trinity House 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;

(b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling;

(c) as built plans;

(d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and the offshore accommodation platform provided as Geographical Information System data referenced to WGS84 datum;

(e) latitude and longitude coordinates of the array cable routes provided as Geographical Information System data referenced to WGS84 datum; and

(f) the location, volume and area of cable protection.

(2) Following completion of construction, no further construction activities can be undertaken under this licence, with the exception of the deployment of cable protection.

(3) For any subsequent deployments of cable protection following completion of construction, the undertaker must submit an updated close out report not more than four months following deployment of the cable protection.

Maintenance reporting

24.—(1) An annual maintenance report must be submitted to the MMO in writing within three months following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 4 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within three months of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 24(1) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Piling restriction for spawning herring

25.—(1) — No piling activity may be undertaken within the spawning herring piling restriction area during the herring spawning season, unless otherwise approved in writing by the MMO.

(2) In this condition:

(a) “herring spawning season” means 1 September and 16 October inclusive;

(b) “spawning herring piling restriction area” means the area identified as the spawning herring piling restriction area within the spawning herring piling restriction plan; and

(c) “spawning herring piling restriction plan” means the plan certified as the spawning herring piling restriction plan by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

SCHEDULE 11

Article 32

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 2008 Act" means the Planning Act 2008;

"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;

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017;

"Annex 1 reef" means a reef of a type listed in Annex 1 to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means Work Nos. 2 to 8 and 11 described in paragraph 3 of Part 1 of this licence or any part of that work;

"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 cable circuits authorised by this Order together with physical protection measures including cable protection;

"cable protection" means measures to protect cables from physical damage including 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;

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works 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 Part 4 (marine licensing) of the 2009 Act;

"Environment Agency" means the non-departmental public body of that name created by section 1 of the Environment Act 1995;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"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 structure" 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 under article 41 (certification of plans etc.);

“in principle Southern North Sea SAC Site Integrity Plan” means the document certified as the in principle Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

“interlink cable” means the cables comprised within Work No. 4 that link the offshore transformer substations to each other and to the offshore accommodation platform;

“intertidal area” means the area between MHWS and MLWS;

“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;

“LAT” means lowest astronomical tide;

“licence 1 (generation)” means the licence set out in Schedule 10 (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 (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and “maintenance” and any derivative of maintain 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, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore accommodation platform” means a structure attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing housing accommodation, storage, workshop, auxiliary equipment and facilities for operating, maintaining and controlling the wind turbine generators and offshore electrical installations;

“offshore electrical installations” means the small offshore transformer substations, the large offshore transformer substations, and the offshore reactive compensation platforms forming part of the authorised scheme;

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

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

“offshore reactive compensation platform” means a structure attached to the seabed by means of a foundation, with one or more decks (including bird deterrents) housing electrical reactors and switchgear for the purpose of the efficient transfer of power in the course of HVAC transmission by providing reactive compensation;

"offshore reactive compensation platform design principles statement" means the document certified as the offshore reactive compensation platform design principles statement by the Secretary of State for the purposes of the Order under article 41;

"offshore transformer substation" means a structure attached to the seabed by means of a foundation, with one or more decks and a helicopter platform (including bird deterrents), containing—

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and

(b) housing accommodation, storage, workshop auxiliary equipment, radar and facilities for operating, maintaining and controlling the substation or wind turbine generators;

"the Order" means the Outer Dowsing Offshore Wind Farm Order 202[*];

"outline biogenic reef mitigation plan" means the document certified as the outline biogenic reef mitigation plan by the Secretary of State for the purposes of the Order under article 41;

"outline cable specification and installation plan" means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of the Order under article 41;

"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 under article 41;

"outline marine mammal mitigation protocol (piling)" means the document certified as the outline marine mammal mitigation protocol (piling) by the Secretary of State for the purposes of the Order under article 41;

"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 under article 41;

"outline offshore reactive compensation platform lighting management plan" means the document certified as the outline offshore reactive compensation platform lighting management plan by the Secretary of State for the purposes of the Order under article 41;

"outline project environmental management plan" means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of the Order under article 41;

"outline scour protection and cable protection management plan" means the document certified as the outline scour protection and cable protection management plan by the Secretary of State for the purposes of the Order under article 41;

"outline vessel management plan" means the document certified as the outline vessel management plan by the Secretary of State for the purposes of the Order under article 41;

"outline marine archaeological written scheme of investigation" means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of the Order under article 41;

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

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

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

"suction bucket jacket foundation" means a jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel suction buckets 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 GT R4 Limited (company number 13281221);

"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;

"Work No. 12" means up to four underground cable circuits and up to six associated cable ducts; and

"works plans" means the plans certified as the works plans onshore and works plans offshore by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

(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)
CEFAS Building
Pakefield Road
Lowestoft
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
UK Technical Services Navigation
Spring Place 105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426/2433
Email: navigationsafety@mcga.gov.uk;

(f) Natural England
4th Floor, Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 3900;

(g) Historic England
The Foundry
82 Granville Street
Birmingham
B1 2LH
Tel: 0121 625 6888

2. Subject to the licence conditions at Part 2, 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) (licensable marine activities) 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) the removal of out of service cables;

(g) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(h) removal of static fishing gear; and

(i) the disposal of up to 18,381,000 cubic metres 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, boulder clearance works and excavation of trenchless technique exit pits at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS (some of which may alternatively be disposed under licence 1 (generation)).

3. Such activities are authorised in relation to the construction, maintenance and operation of—

Work No. 2— up to one offshore accommodation platform fixed to the seabed by either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations (which may alternatively be constructed under licence 1 (generation));

Work No. 3—

(a) up to four small offshore transformer substations each fixed to the seabed by monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations; or

(b) up to two large offshore transformer substations each fixed to the seabed by monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations;

Work No. 4— a network of interlink cables between the offshore transformer substations comprised within Work No. 3 and between the offshore transformer substations and the offshore accommodation platform comprised within Work No. 2, for the transmission of electricity and electronic communications, including one or more cable crossings (which may alternatively be constructed under licence 1 (generation), in whole or in part);

Work No. 5— up to four cable circuits between Work No.3 and Work No.7, and between Work No.7 and Work No.11 or between Work No.3 and Work No.11 consisting of offshore export cables along routes within the Order limits seaward of MLWS including one or more cable crossings;

Work No. 6— up to six temporary trenchless technique exit pits;

Work No. 7— up to two offshore reactive compensation platforms fixed to the seabed by monopile, pin pile jacket or suction bucket jacket foundations;

Work No. 8— a temporary work area associated with Work Nos. 2, 3, 4, 5, 6, 7, 9, 10 and 11 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

Work No. 11— landfall connection works consisting of up to four underground cable circuits and up to six associated cable ducts to the works comprised within Work No. 12;

In connection with such Work Nos. 2 to 8 and 11 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

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

(b) cable protection measures such as but not limited to the placement of rock, split pipe system, and/or mattresses;

(c) cable crossings;

(d) dredging;

(e) the removal of material from the seabed required for the construction of Work Nos. 2 to 8 and 11 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation works (such as sandwave clearance and boulder clearance) and excavation of trenchless technique exit pits; and

(f) removal of static fishing equipment.

In connection with such Work Nos. 2 to 8 and 11, 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 or anchoring vessels in the construction and/or maintenance of the authorised scheme;

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

(c) buoys such as wave buoys and LiDAR buoys used for measurement purposes.

4. The substances or articles authorised for deposit at sea are—

(a) iron and steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(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, cable preparation works and sandwave clearance works and excavation of trenchless technique exit pits;

(g) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(h) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
88	53° 15′ 23.267″ N	000° 19′ 43.506″ E
89	53° 15′ 23.609″ N	000° 19′ 44.116″ E
90	53° 15′ 23.996″ N	000° 19′ 44.804″ E
91	53° 15′ 24.263″ N	000° 19′ 45.279″ E
92	53° 15′ 26.776″ N	000° 19′ 49.753″ E
93	53° 15′ 27.959″ N	000° 19′ 51.860″ E
94	53° 15′ 38.568″ N	000° 20′ 24.961″ E
95	53° 15′ 38.569″ N	000° 20′ 25.004″ E
96	53° 15′ 38.571″ N	000° 20′ 25.302″ E
97	53° 15′ 38.575″ N	000° 20′ 25.748″ E
98	53° 15′ 38.627″ N	000° 20′ 32.317″ E
99	53° 15′ 38.679″ N	000° 20′ 38.886″ E
100	53° 15′ 40.504″ N	000° 24′ 36.753″ E
101	53° 15′ 45.998″ N	000° 27′ 7.864″ E
102	53° 15′ 46.001″ N	000° 27′ 13.231″ E
103	53° 15′ 57.880″ N	000° 27′ 43.029″ E
104	53° 16′ 27.853″ N	000° 29′ 7.103″ E
106	53° 17′ 5.090″ N	000° 30′ 34.122″ E
107	53° 17′ 10.091″ N	000° 30′ 45.655″ E
108	53° 17′ 11.076″ N	000° 31′ 48.010″ E
109	53° 17′ 40.520″ N	000° 31′ 55.865″ E
110	53° 18′ 59.574″ N	000° 34′ 58.518″ E
114	53° 19′ 30.814″ N	000° 36′ 36.504″ E
115	53° 19′ 52.317″ N	000° 38′ 4.115″ E
116	53° 20′ 5.544″ N	000° 39′ 33.663″ E
117	53° 20′ 5.352″ N	000° 39′ 34.675″ E
120	53° 20′ 3.608″ N	000° 41′ 5.490″ E
121	53° 20′ 6.501″ N	000° 42′ 12.019″ E
122	53° 20′ 13.168″ N	000° 43′ 51.174″ E
123	53° 20′ 16.468″ N	000° 44′ 20.272″ E

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124	53° 20′ 26.562″ N	000° 44′ 49.621″ E
125	53° 20′ 39.175″ N	000° 45′ 11.903″ E
126	53° 20′ 46.964″ N	000° 45′ 18.483″ E
127	53° 20′ 52.069″ N	000° 45′ 21.845″ E
128	53° 20′ 53.926″ N	000° 45′ 22.442″ E
129	53° 21′ 21.774″ N	000° 46′ 25.825″ E
130	53° 21′ 25.062″ N	000° 46′ 38.723″ E
131	53° 21′ 26.153″ N	000° 46′ 53.091″ E
134	53° 21′ 31.588″ N	000° 59′ 17.599″ E
135	53° 20′ 38.347″ N	001° 02′ 14.919″ E
136	53° 20′ 32.026″ N	001° 06′ 59.054″ E
137	53° 25′ 18.619″ N	001° 13′ 18.173″ E
138	53° 25′ 30.060″ N	001° 13′ 18.317″ E
139	53° 25′ 30.054″ N	001° 13′ 35.555″ E
140	53° 25′ 55.049″ N	001° 13′ 35.555″ E
141	53° 26′ 5.529″ N	001° 13′ 18.763″ E
142	53° 28′ 51.538″ N	001° 13′ 20.848″ E
143	53° 28′ 51.539″ N	001° 13′ 20.848″ E
144	53° 28′ 27.088″ N	001° 10′ 54.113″ E
145	53° 28′ 40.336″ N	001° 10′ 32.794″ E
146	53° 29′ 37.647″ N	001° 09′ 0.491″ E
147	53° 29′ 37.332″ N	001° 06′ 3.730″ E
148	53° 29′ 19.041″ N	001° 03′ 53.183″ E
149	53° 32′ 32.232″ N	001° 00′ 59.093″ E
150	53° 34′ 31.492″ N	001° 04′ 32.616″ E
151	53° 36′ 34.077″ N	001° 08′ 26.916″ E
152	53° 39′ 12.689″ N	001° 28′ 43.588″ E
153	53° 32′ 3.757″ N	001° 32′ 46.680″ E
154	53° 30′ 57.848″ N	001° 26′ 4.442″ E
155	53° 30′ 57.847″ N	001° 26′ 4.443″ E
156	53° 30′ 41.451″ N	001° 26′ 4.344″ E
157	53° 28′ 8.999″ N	001° 20′ 25.101″ E
158	53° 27′ 40.033″ N	001° 19′ 34.731″ E
159	53° 25′ 5.940″ N	001° 15′ 7.257″ E
160	53° 24′ 46.824″ N	001° 14′ 57.503″ E
161	53° 19′ 31.608″ N	001° 08′ 0.786″ E
162	53° 19′ 24.645″ N	001° 07′ 36.669″ E
163	53° 19′ 32.549″ N	001° 01′ 47.090″ E
164	53° 20′ 25.533″ N	000° 58′ 51.469″ E
165	53° 20′ 23.532″ N	000° 54′ 14.849″ E
166	53° 20′ 17.139″ N	000° 54′ 1.469″ E
167	53° 20′ 23.390″ N	000° 53′ 56.111″ E
174	53° 20′ 20.128″ N	000° 47′ 11.924″ E
175	53° 20′ 7.723″ N	000° 46′ 44.092″ E
176	53° 20′ 7.224″ N	000° 46′ 18.376″ E
177	53° 19′ 55.934″ N	000° 46′ 17.647″ E
178	53° 19′ 16.741″ N	000° 44′ 49.770″ E
179	53° 19′ 14.408″ N	000° 44′ 37.520″ E
180	53° 19′ 10.983″ N	000° 41′ 29.891″ E
181	53° 19′ 10.110″ N	000° 41′ 14.849″ E

189	53° 18′ 45.400″ N	000° 38′ 11.684″ E
190	53° 18′ 41.693″ N	000° 37′ 50.173″ E
191	53° 18′ 35.812″ N	000° 37′ 24.430″ E
192	53° 18′ 29.442″ N	000° 37′ 5.808″ E
193	53° 18′ 2.522″ N	000° 35′ 59.804″ E
195	53° 15′ 50.420″ N	000° 30′ 57.424″ E
198	53° 14′ 39.608″ N	000° 27′ 47.363″ E
199	53° 14′ 35.060″ N	000° 25′ 16.597″ E
200	53° 14′ 33.873″ N	000° 25′ 11.876″ E
201	53° 14′ 33.575″ N	000° 23′ 39.547″ E
202	53° 14′ 33.585″ N	000° 23′ 28.949″ E
203	53° 14′ 33.002″ N	000° 23′ 11.567″ E
204	53° 14′ 32.153″ N	000° 22′ 59.859″ E
205	53° 14′ 31.408″ N	000° 21′ 15.880″ E
206	53° 14′ 31.378″ N	000° 21′ 11.732″ E
207	53° 14′ 31.330″ N	000° 21′ 5.095″ E
208	53° 14′ 31.327″ N	000° 21′ 4.768″ E
209	53° 14′ 58.072″ N	000° 20′ 10.457″ E
210	53° 14′ 59.426″ N	000° 20′ 7.707″ E
211	53° 15′ 0.149″ N	000° 20′ 6.239″ E
212	53° 15′ 0.842″ N	000° 20′ 4.832″ E
213	53° 15′ 1.277″ N	000° 20′ 3.947″ E
214	53° 15′ 1.277″ N	000° 20′ 3.945″ E
215	53° 15′ 1.296″ N	000° 20′ 3.751″ E
216	53° 15′ 1.373″ N	000° 20′ 2.965″ E
217	53° 15′ 1.401″ N	000° 20′ 2.668″ E
218	53° 15′ 1.440″ N	000° 20′ 2.267″ E
219	53° 15′ 1.457″ N	000° 20′ 2.096″ E
220	53° 15′ 1.487″ N	000° 20′ 1.785″ E
221	53° 15′ 1.527″ N	000° 20′ 1.379″ E
222	53° 15′ 1.564″ N	000° 20′ 0.999″ E
223	53° 15′ 1.735″ N	000° 19′ 59.239″ E
224	53° 15′ 1.800″ N	000° 19′ 58.564″ E
225	53° 15′ 1.998″ N	000° 19′ 56.531″ E
226	53° 15′ 2.022″ N	000° 19′ 56.279″ E
227	53° 15′ 2.103″ N	000° 19′ 55.451″ E
228	53° 15′ 2.274″ N	000° 19′ 53.691″ E
411	53° 15′ 22.830″ N	000° 19′ 42.736″ E
412	53° 15′ 23.143″ N	000° 19′ 43.292″ E
413	53° 15′ 23.267″ N	000° 19′ 43.506″ E
434	53° 18′ 29.432″ N	000° 37′ 5.779″ E
435	53° 20′ 1.205″ N	000° 46′ 17.987″ E
436	53° 19′ 16.177″ N	000° 35′ 36.926″ E
437	53° 15′ 2.277″ N	000° 19′ 53.661″ E
438	53° 15′ 2.314″ N	000° 19′ 53.650″ E
439	53° 15′ 2.347″ N	000° 19′ 53.641″ E
440	53° 15′ 2.502″ N	000° 19′ 53.598″ E
441	53° 15′ 2.627″ N	000° 19′ 53.555″ E
442	53° 15′ 2.774″ N	000° 19′ 53.498″ E
443	53° 15′ 2.832″ N	000° 19′ 53.475″ E

444	53° 15′ 2.917″ N	000° 19′ 53.440″ E
445	53° 15′ 2.958″ N	000° 19′ 53.421″ E
446	53° 15′ 3.001″ N	000° 19′ 53.401″ E
447	53° 15′ 3.135″ N	000° 19′ 53.330″ E
448	53° 15′ 3.258″ N	000° 19′ 53.259″ E
449	53° 15′ 3.414″ N	000° 19′ 53.176″ E
450	53° 15′ 3.517″ N	000° 19′ 53.114″ E
451	53° 15′ 3.751″ N	000° 19′ 52.983″ E
452	53° 15′ 3.890″ N	000° 19′ 52.903″ E
453	53° 15′ 4.030″ N	000° 19′ 52.824″ E
454	53° 15′ 4.075″ N	000° 19′ 52.797″ E
455	53° 15′ 4.216″ N	000° 19′ 52.714″ E
456	53° 15′ 4.313″ N	000° 19′ 52.654″ E
457	53° 15′ 4.377″ N	000° 19′ 52.616″ E
458	53° 15′ 4.452″ N	000° 19′ 52.568″ E
459	53° 15′ 4.520″ N	000° 19′ 52.522″ E
460	53° 15′ 4.607″ N	000° 19′ 52.466″ E
461	53° 15′ 4.667″ N	000° 19′52.427″ E
462	53° 15′ 4.832″ N	000° 19′ 52.321″ E
463	53° 15′ 4.968″ N	000° 19′ 52.229″ E
464	53° 15′ 5.118″ N	000° 19′ 52.137″ E
465	53° 15′ 5.134″ N	000° 19′ 52.127″ E
466	53° 15′ 5.367″ N	000° 19′ 51.997″ E
467	53° 15′ 5.475″ N	000° 19′ 51.942″ E
468	53° 15′ 5.558″ N	000° 19′ 51.902″ E
469	53° 15′ 5.786″ N	000° 19′ 51.807″ E
470	53° 15′ 5.866″ N	000° 19′ 51.781″ E
471	53° 15′ 5.957″ N	000° 19′ 51.747″ E
472	53° 15′ 6.081″ N	000° 19′ 51.708″ E
473	53° 15′ 6.170″ N	000° 19′ 51.674″ E
474	53° 15′ 6.338″ N	000° 19′ 51.625″ E
475	53° 15′ 6.482″ N	000° 19′ 51.586″ E
476	53° 15′ 6.583″ N	000° 19′ 51.551″ E
477	53° 15′ 6.657″ N	000° 19′ 51.529″ E
478	53° 15′ 6.729″ N	000° 19′ 51.509″ E
479	53° 15′ 6.892″ N	000° 19′ 51.456″ E
480	53° 15′ 7.093″ N	000° 19′ 51.388″ E
481	53° 15′ 7.199″ N	000° 19′ 51.354″ E
482	53° 15′ 7.283″ N	000° 19′ 51.324″ E
483	53° 15′ 7.306″ N	000° 19′ 51.316″ E
484	53° 15′ 7.381″ N	000° 19′ 51.292″ E
485	53° 15′ 7.531″ N	000° 19′ 51.238″ E
486	53° 15′ 7.767″ N	000° 19′ 51.161″ E
487	53° 15′ 7.872″ N	000° 19′ 51.120″ E
488	53° 15′ 7.935″ N	000° 19′ 51.094″ E
489	53° 15′ 8.059″ N	000° 19′ 51.053″ E
490	53° 15′ 8.155″ N	000° 19′ 51.017″ E
491	53° 15′ 8.224″ N	000° 19′ 50.994″ E
492	53° 15′ 8.375″ N	000° 19′ 50.930″ E
493	53° 15′ 8.487″ N	000° 19′ 50.889″ E

494	53° 15′ 8.608″ N	000° 19′ 50.835″ E
495	53° 15′ 8.723″ N	000° 19′ 50.786″ E
496	53° 15′ 8.805″ N	000° 19′ 50.749″ E
497	53° 15′ 8.862″ N	000° 19′ 50.726″ E
498	53° 15′ 9.100″ N	000° 19′ 50.615″ E
499	53° 15′ 9.262″ N	000° 19′ 50.535″ E
500	53° 15′ 9.263″ N	000° 19′ 50.534″ E
501	53° 15′ 9.403″ N	000° 19′ 50.463″ E
502	53° 15′ 9.498″ N	000° 19′ 50.419″ E
503	53° 15′ 9.534″ N	000° 19′ 50.405″ E
504	53° 15′ 9.579″ N	000° 19′ 50.387″ E
505	53° 15′ 9.675″ N	000° 19′ 50.341″ E
506	53° 15′ 9.704″ N	000° 19′ 50.329″ E
507	53° 15′ 9.805″ N	000° 19′ 50.293″ E
508	53° 15′ 9.904″ N	000° 19′ 50.253″ E
509	53° 15′ 10.013″ N	000° 19′ 50.216″ E
510	53° 15′ 10.087″ N	000° 19′ 50.188″ E
511	53° 15′ 10.240″ N	000° 19′ 50.139″ E
512	53° 15′ 10.401″ N	000° 19′ 50.085″ E
513	53° 15′ 10.485″ N	000° 19′ 50.061″ E
514	53° 15′ 10.577″ N	000° 19′ 50.028″ E
515	53° 15′ 10.658″ N	000° 19′ 50.004″ E
516	53° 15′ 10.703″ N	000° 19′ 49.988″ E
517	53° 15′ 10.829″ N	000° 19′ 49.955″ E
518	53° 15′ 10.933″ N	000° 19′ 49.929″ E
519	53° 15′ 11.079″ N	000° 19′ 49.885″ E
520	53° 15′ 11.175″ N	000° 19′ 49.860″ E
521	53° 15′ 11.308″ N	000° 19′ 49.818″ E
522	53° 15′ 11.448″ N	000° 19′ 49.776″ E
523	53° 15′ 11.566″ N	000° 19′ 49.738″ E
524	53° 15′ 11.658″ N	000° 19′ 49.710″ E
525	53° 15′ 11.961″ N	000° 19′ 49.605″ E
526	53° 15′ 12.076″ N	000° 19′ 49.562″ E
527	53° 15′ 12.171″ N	000° 19′ 49.530″ E
528	53° 15′ 12.271″ N	000° 19′ 49.489″ E
529	53° 15′ 12.317″ N	000° 19′ 49.471″ E
530	53° 15′ 12.397″ N	000° 19′ 49.441″ E
531	53° 15′ 12.538″ N	000° 19′ 49.378″ E
532	53° 15′ 12.664″ N	000° 19′ 49.324″ E
533	53° 15′ 12.955″ N	000° 19′ 49.183″ E
534	53° 15′ 13.064″ N	000° 19′ 49.125″ E
535	53° 15′ 13.154″ N	000° 19′ 49.079″ E
536	53° 15′ 13.344″ N	000° 19′ 48.977″ E
537	53° 15′ 13.582″ N	000° 19′ 48.844″ E
538	53° 15′ 13.680″ N	000° 19′ 48.787″ E
539	53° 15′ 13.809″ N	000° 19′ 48.708″ E
540	53° 15′ 13.922″ N	000° 19′ 48.643″ E
541	53° 15′ 14.037″ N	000° 19′ 48.573″ E
542	53° 15′ 14.107″ N	000° 19′ 48.533″ E
543	53° 15′ 14.215″ N	000° 19′ 48.466″ E

544	53° 15′ 14.332″ N	000° 19′ 48.396″ E
545	53° 15′ 14.411″ N	000° 19′ 48.347″ E
546	53° 15′ 14.483″ N	000° 19′ 48.306″ E
547	53° 15′ 14.504″ N	000° 19′ 48.294″ E
548	53° 15′ 14.660″ N	000° 19′ 48.199″ E
549	53° 15′ 14.768″ N	000° 19′ 48.139″ E
550	53° 15′ 14.882″ N	000° 19′ 48.070″ E
551	53° 15′ 14.970″ N	000° 19′ 48.022″ E
552	53° 15′ 15.186″ N	000° 19′ 47.896″ E
553	53° 15′ 15.251″ N	000° 19′ 47.862″ E
554	53° 15′ 15.320″ N	000° 19′ 47.821″ E
555	53° 15′ 15.494″ N	000° 19′ 47.723″ E
556	53° 15′ 15.608″ N	000° 19′ 47.663″ E
557	53° 15′ 15.813″ N	000° 19′ 47.563″ E
558	53° 15′ 15.887″ N	000° 19′ 47.525″ E
559	53° 15′ 16.110″ N	000° 19′ 47.423″ E
560	53° 15′ 16.269″ N	000° 19′ 47.353″ E
561	53° 15′ 16.379″ N	000° 19′ 47.298″ E
562	53° 15′ 16.474″ N	000° 19′ 47.255″ E
563	53° 15′ 16.565″ N	000° 19′ 47.208″ E
564	53° 15′ 16.617″ N	000° 19′ 47.184″ E
565	53° 15′ 16.648″ N	000° 19′ 47.170″ E
566	53° 15′ 16.749″ N	000° 19′ 47.119″ E
567	53° 15′ 16.845″ N	000° 19′ 47.066″ E
568	53° 15′ 16.948″ N	000° 19′ 47.013″ E
569	53° 15′ 17.039″ N	000° 19′ 46.961″ E
570	53° 15′ 17.216″ N	000° 19′ 46.856″ E
571	53° 15′ 17.444″ N	000° 19′ 46.715″ E
572	53° 15′ 17.535″ N	000° 19′ 46.651″ E
573	53° 15′ 17.693″ N	000° 19′ 46.551″ E
574	53° 15′ 17.915″ N	000° 19′ 46.399″ E
575	53° 15′ 18.027″ N	000° 19′ 46.326″ E
576	53° 15′ 18.099″ N	000° 19′ 46.276″ E
577	53° 15′ 18.193″ N	000° 19′ 46.216″ E
578	53° 15′ 18.277″ N	000° 19′ 46.156″ E
579	53° 15′ 18.426″ N	000° 19′ 46.056″ E
580	53° 15′ 18.524″ N	000° 19′ 45.993″ E
581	53° 15′ 18.678″ N	000° 19′ 45.887″ E
582	53° 15′ 18.815″ N	000° 19′ 45.788″ E
583	53° 15′ 18.955″ N	000° 19′ 45.694″ E
584	53° 15′ 19.048″ N	000° 19′ 45.626″ E
585	53° 15′ 19.112″ N	000° 19′ 45.581″ E
586	53° 15′ 19.192″ N	000° 19′ 45.521″ E
587	53° 15′ 19.262″ N	000° 19′ 45.471″ E
588	53° 15′ 19.346″ N	000° 19′ 45.406″ E
589	53° 15′ 19.450″ N	000° 19′ 45.329″ E
590	53° 15′ 19.518″ N	000° 19′ 45.275″ E
591	53° 15′ 19.587″ N	000° 19′ 45.224″ E
592	53° 15′ 19.653″ N	000° 19′ 45.171″ E
593	53° 15′ 19.743″ N	000° 19′ 45.102″ E

594	53° 15′ 19.825″ N	000° 19′ 45.036″ E
595	53° 15′ 20.110″ N	000° 19′ 44.792″ E
596	53° 15′ 20.223″ N	000° 19′ 44.699″ E
597	53° 15′ 20.338″ N	000° 19′ 44.597″ E
598	53° 15′ 20.425″ N	000° 19′ 44.524″ E
599	53° 15′ 20.512″ N	000° 19′ 44.445″ E
600	53° 15′ 20.577″ N	000° 19′ 44.391″ E
601	53° 15′ 20.688″ N	000° 19′ 44.300″ E
602	53° 15′ 20.931″ N	000° 19′ 44.091″ E
603	53° 15′ 21.014″ N	000° 19′ 44.017″ E
604	53° 15′ 21.063″ N	000° 19′ 43.973″ E
605	53° 15′ 21.293″ N	000° 19′ 43.772″ E
606	53° 15′ 21.374″ N	000° 19′ 43.698″ E
607	53° 15′ 21.696″ N	000° 19′ 43.424″ E
608	53° 15′ 21.842″ N	000° 19′ 43.305″ E
609	53° 15′ 21.923″ N	000° 19′ 43.246″ E
610	53° 15′ 22.056″ N	000° 19′ 43.144″ E
611	53° 15′ 22.160″ N	000° 19′ 43.068″ E
612	53° 15′ 22.220″ N	000° 19′ 43.030″ E
613	53° 15′ 22.298″ N	000° 19′ 42.977″ E
614	53° 15′ 22.351″ N	000° 19′ 42.945″ E
615	53° 15′ 22.428″ N	000° 19′ 42.897″ E
616	53° 15′ 22.545″ N	000° 19′ 42.828″ E
617	53° 15′ 22.586″ N	000° 19′ 42.806″ E
618	53° 15′ 22.712″ N	000° 19′ 42.742″ E
619	53° 15′ 22.812″ N	000° 19′ 42.696″ E
620	53° 15′ 22.833″ N	000° 19′ 42.734″ E
621	53° 15′ 22.830″ N	000° 19′ 42.736″ E

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 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) 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 6 (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 offshore accommodation 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 total number of offshore electrical installations must not exceed six, consisting of a combination of no more than—

(a) four small offshore transformer substations or two large offshore transformer substations; and

(b) two offshore reactive compensation platforms.

(3) The dimensions of any small offshore transformer substation comprised within Work No. 3(a) (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised scheme must not exceed—

(a) 90 metres in height when measured from LAT;

(b) 90 metres in length; and

(c) 90 metres in width.

(4) The dimensions of any large offshore transformer substation comprised within Work No. 3(b) (including auxiliary structures, such as a helipad, crane, lightning protection, but excluding masts, radar and antennae) forming part of the authorised scheme must not exceed—

(a) 100 metres in height when measured from LAT;

(b) 160 metres in length; and

(c) 110 metres in width.

(5) The dimensions of any offshore reactive compensation platform (including auxiliary structures, such as a crane, but excluding masts, lightning protection, radar and antennae) forming part of the authorised scheme must not exceed—

(a) 59.2 metres in height when measured from LAT;

(b) 90 metres in length; and

(c) 90 metres in width;

and any masts, lightning protection, radar and antennae forming part of any offshore reactive compensation platform must not exceed 79.2 metres in height when measured from LAT.

(6) The dimensions of the offshore accommodation platform forming part of the authorised scheme must not exceed—

(a) 80.2 metres in height when measured from LAT;

(b) 84 metres in length; and

(c) 84 metres in width.

(7) No offshore transformer substation or offshore accommodation platform forming part of the authorised scheme is to be erected within the area hatched black and marked "offshore restricted build area" on the works plans, whose coordinates are specified below and shown on the offshore order limits and grid coordinates plan—

Point	*Latitude*	*Longitude*
150	53° 34′ 31.492″ N	001° 04′ 32.616″ E
151	53° 36′ 34.077″ N	001° 08′ 26.916″ E
152	53° 39′ 12.689″ N	001° 28′ 43.588″ E
845	53° 33′ 59.545″ N	001° 03′ 36.079″ E

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846	53° 33′ 59.382″ N	001° 03′ 35.074″ E
847	53° 34′ 09.033″ N	001° 03′ 52.365″ E
848	53° 34′ 31.223″ N	001° 04′ 32.133″ E
849	53° 36′ 37.559″ N	001° 19′ 54.519″ E
850	53° 38′ 07.792″ N	001° 29′ 20.432″ E
851	53° 34′ 27.499″ N	001° 06′ 28.034″ E

2.—(1) Offshore accommodation platform foundation structures forming part of the authorised scheme must be one of either monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(2) Offshore transformer substation foundation structures forming part of the authorised scheme must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(3) In respect of an offshore electrical installation and offshore accommodation platform—

(a) no monopile foundation may have a diameter greater than 14 metres;

(b) no gravity base structure foundation may exceed, at the level of the seabed—

(i) a length of 72 metres; or

(ii) a width of 36 metres;

(c) no pin pile jacket foundation forming part of the authorised scheme may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than 24 pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised scheme may—

(i) have a suction bucket diameter of greater than 20 metres; or

(ii) employ more than eight suction buckets per jacket foundation;

(4) The total seabed footprint area for offshore accommodation platform foundations must not exceed—

(a) 2,600 square metres excluding scour protection; and

(b) 19,600 square metres including scour protection.

(5) The total seabed footprint area for offshore electrical installation foundations must not exceed—

(a) 15,600 square metres excluding scour protection; and

(b) 117,600 square metres including scour protection.

(6) Offshore reactive compensation platform foundation structures forming part of the authorised scheme must be monopile, pin pile jacket or suction bucket jacket foundations.

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 No.	*Length*	*Area of cable protection*	*Volume of cable protection*
Work No. 4 (interlink cables)	123.75km	406,438m2	399,234m3
Work Nos. 5 and 11 (offshore export cables)	440km	1,524,870m2	1,457,579m3

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(2) The total number of cable crossings must not exceed—

(a) 16, in respect of the interlink cables comprised within Work No. 4; and

(b) 38, in respect of the offshore export cables comprised within Work No. 5

unless otherwise agreed with the MMO.

Maintenance of the authorised scheme

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

(a) major offshore electrical installation component or offshore accommodation platform replacement;

(b) painting and applying other coatings to offshore electrical installations or offshore accommodation platform;

(c) bird waste and marine growth removal;

(d) cable remedial burial;

(e) cable repairs and replacement;

(f) cable protection replenishment;

(g) access ladder and boat landing replacement;

(h) replacement of offshore electrical installation and accommodation platform anodes; and

(i) J-tube repair/replacement.

(4) Where the MMO's approval is required under sub-paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Vessels under the undertaker's control

5.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

6. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notification and Inspection

7.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent variations to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 16; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 16;

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-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 16 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 offshore operations 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 Local Office in writing at least 14 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 Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via the Kingfisher Service of Seafish portal (https://kingfisherbulletin.org/submit-notice) and sent by email to kingfisher@seafish.co.uk——

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of the authorised scheme.

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 the commencement of the licensed activities or any part of them advising of the start date of Work Nos. 3, 5, 6, 7 and 11, and to the extent that they are carried out under this licence, Work Nos. 2, 4 and 8, 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 UK Hydrographic Office within five days.

(9) The notices to mariners must be updated and reissued at weekly 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 UK Hydrographic Office within five days.

(10) The undertaker must notify the UK Hydrographic Office—

(a) of commencement of the licensed activities at least 14 days prior to commencement;

(b) of the progress of the licensed activities; and

(c) of completion of construction of the licensed activities within 14 days of completion

in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme seaward of MHWS or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable 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, the UK Hydrographic Office and regional fisheries organisations.

(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, UK Hydrographic Office and regional fisheries organisations within five days.

Aids to navigation

8.—(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 7(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.

Colouring of structures

9.—(1) Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least Highest Astronomical Tide to a height as directed by Trinity House.

(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

10. 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 offshore electrical installations are brought into use;

(c) the maximum height of any construction equipment to be used;

(d) the maximum heights of any offshore electrical installations and offshore accommodation platform to be constructed;

(e) the latitude and longitude of each offshore electrical installation and offshore accommodation 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 days of the notification to the Defence Infrastructure Organisation Safeguarding.

Chemicals, drilling and debris

11.—(1) Unless otherwise agreed in writing by the MMO, all chemicals and substances, including paints and coatings, used below MHWS for the undertaking of the licensed activities

must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed by the MMO in writing.

(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 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July 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, sandwave clearance works and excavation of trenchless technique exit pits is disposed of within the disposal site reference(s) to be provided by the MMO 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 MMO Local 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 must 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) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(11) All dropped objects including those in sub-paragraph (10), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(12) On receipt of notification or 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 marine environment at the undertaker's expense if reasonable to do so.

Notification of unauthorised deposits

12.—(1) If the master of a vessel determines that it is necessary to make an unauthorised deposit 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.

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, which includes—

(i) a 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, the MCA, UKHO and the relevant statutory nature conservation body which shows—

(aa) the proposed location and choice of foundation of all offshore electrical installations and the offshore accommodation platform;

(bb) the grid coordinates of the centre point of the proposed location for each offshore electrical installation and offshore accommodation platform;

(cc) the length and arrangement of all cables comprising Work Nos. 5 and 11 and, to the extent that they are to be installed under this licence, Work No. 4;

(dd) the dimensions of all gravity base structure foundations;

(ee) the dimensions of all pin pile jacket foundations;

(ff) the dimensions of all suction bucket jacket foundations;

(gg) the dimensions of all monopile foundations;

(hh) the proposed layout of all offshore electrical installations and the offshore accommodation platform including any exclusion zones identified under condition 13(1)(g)(iv);

(ii) a plan showing the indicative layout of all offshore electrical installations and the offshore accommodation platform including all exclusion zones (insofar as not shown in (ix) 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

(jj) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 2 to 8 and 11 and compliance with conditions 1 to 12 above; and

(ii) details of the design of the offshore reactive compensation platform, which must accord with the principles set out in the offshore reactive compensation platform design principles statement.

(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 offshore electrical installations, the offshore accommodation platform and cables comprised in the works at paragraph 3 of Part 1 (licensed marine activities) of this licence (insofar as not shown in sub-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 17, 18 and 19 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 of 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, to be submitted to the MMO at least six months prior to commencement of licensed activities, 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, in accordance with the outline cable specification and installation plan, 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 and cable protection management in accordance with the outline scour protection and cable protection management plan 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 in accordance with the outline 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 7 and to address the interaction of the licensed activities with fishing activities;

(vi) a vessel management plan in accordance with the outline vessel management plan including details of vessel routing to and from construction sites and ports and to include a code of conduct for vessel operators; and

(vii) in the event that gravity base structure foundations are proposed to be used, a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised.

(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 outline marine mammal mitigation protocol (piling), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body, to be submitted to the MMO at least six months prior to commencement of piling activities. The marine mammal mitigation protocol must include deployment of noise mitigation systems or noise abatement systems that will be utilised to manage sounds from those piling activities. The marine mammal mitigation protocol must include full details and justification for the mitigation chosen or excluded for deployment.

(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 marine archaeological written scheme of investigation and industry good practice, in consultation with the statutory historic body (and, if relevant, Lincolnshire County Council) 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 8 for the lifetime of the authorised scheme.

(j) A biogenic reef mitigation plan, in accordance with the outline biogenic reef mitigation plan.

(k) An offshore reactive compensation platform lighting management plan, in accordance with the outline offshore reactive compensation platform lighting management plan.

(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) 6,600kJ in respect of monopile foundations; and

(b) 3,500kJ in respect of pin piles.

(3) Pre-construction archaeological investigations 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 four 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) Subject to sub-paragraph (6), the MMO must determine an application for approval made under condition 13 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(5) 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.

(6) Where an application for approval is made under condition 13(1)(c), (d), (f) or (h), the MMO must determine the application for approval within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

Offshore safety management

15. 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 MGN654 "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

16.—(1) The undertaker must provide the following information to the MMO, unless otherwise agreed in writing by the MMO—

(a) the name, company number (if applicable), address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; 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, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(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

17.—(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 nature conservation body 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 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) an appropriate survey to determine the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats in the parts of the Order limits in which it is proposed to carry out construction works;

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 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;

(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 body.

Construction monitoring

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 the relevant statutory nature conservation body of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The monitoring proposals must specify each survey's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, 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 collectively under this licence and under licence 1 (generation), unless otherwise agreed in writing by the MMO.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the installation of the first four piled foundations of each piled foundation type (unless otherwise agreed with the MMO). 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 impacts significantly in excess of 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) The undertaker must carry out the monitoring 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 body.

(5) Construction monitoring must include vessel traffic monitoring by automatic identification system for the duration of the construction period. An appropriate report must be submitted to the MMO, Trinity House and the MCA at the end each year of the construction period.

Post construction

19.—(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 nature conservation body of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) 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 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) an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;

(b) within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within 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) any ornithological monitoring required by the monitoring plan submitted in accordance with condition 13(1)(c); and

(e) post-construction traffic monitoring, which includes vessel traffic monitoring by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised scheme, unless otherwise agreed in writing by the MMO. An appropriate report must be submitted to the MMO, Trinity House and the MCA at the end of each year of the three year period.

(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 body.

(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

20.—(1) Only when driven or part-driven pile foundations 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 to satisfy the Marine Noise Registry's Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving 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 sub-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.

Deployment of cable protection

21. Any cable protection to be installed following completion of construction in locations where cable protection was not installed during construction must be deployed within 10 years of completion of construction unless otherwise agreed by the MMO in writing.

Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)

22.—(1) No piling activities can begin until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle 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.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the authorised scheme, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

(6) The MMO must determine an application for approval made under condition 22 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(7) The licensed activities must be carried out in accordance with the SIP approved under condition 22, unless otherwise agreed in writing by the MMO.

Completion of construction

23.—(1) The undertaker must submit a close out report to the MMO, MCA, UKHO, the relevant statutory nature conservation body and Trinity House 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) as built plans;

(b) latitude and longitude coordinates of the centre point of the location for each offshore transformer station, offshore reactive compensation platform and the offshore accommodation platform provided as Geographical Information System data referenced to WGS84 datum;

(c) latitude and longitude coordinates of the offshore export cable route provided as Geographical Information System data referenced to WGS84 datum; and

(d) the location, volume and area of cable protection.

(2) Following completion of construction, no further construction activities can be undertaken under this licence, with the exception of the deployment of cable protection.

(3) For any subsequent deployments of cable protection following completion of construction, the undertaker must submit an updated close out report not more than four months following deployment of the cable protection.

Maintenance reporting

24.—(1) —An annual maintenance report must be submitted to the MMO in writing within three months following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 4 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within three months of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 24(1) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Seasonal restriction

25.—(1) The undertaker must not carry out any offshore cable installation works or works associated with the installation of the offshore reactive compensation platforms seaward of mean high water springs within the Greater Wash SPA restriction area between 1 November to 31 March inclusive, unless otherwise approved in writing by the MMO, in consultation with the statutory nature conservation body.

(2) In this paragraph, the "Greater Wash SPA restriction area" means the site designated as the Greater Wash Special Protection Area and an additional area extending two kilometres beyond the boundary of the site designated as the Greater Wash Special Protection Area.

SCHEDULE 12

Article 32

Deemed licence under the 2009 Act – northern artificial nesting structure 1

PART 1

Licensed marine activities

1.—(1) In this licence—

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

“the 2017 Regulations” means the Conservation of Habitats and Species Regulations 2017;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised scheme” means Work Nos. 8 and 9 described in paragraph 3 of Part 1 of this licence or any part of that work;

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

“commence” means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works and the words “commencement” and “commenced” must be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“Environment Agency” means the non-departmental public body of that name created by section 1 of the Environment Act 1995;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

“gravity base structure” 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 Southern North Sea SAC Site Integrity Plan” means the document certified as the in principle Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

“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;

“LAT” means lowest astronomical tide;

“licence 1 (generation)” means the licence set out in Schedule 10 (deemed licence under the 2009 Act – offshore transmission assets);

“licence 2 (transmission)” means the licence set out in Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets);

“licence 4” means the licence set out in Schedule 13 (deemed licence under the 2009 Act – northern artificial nesting structure 2)

“licence 5” means the licence set out in Schedule 14 (deemed licence under the 2009 Act – southern artificial nesting structure 1)

“licence 6” means the licence set out in Schedule 15 (deemed licence under the 2009 Act – southern artificial nesting structure 2)

“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 (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and “maintenance” and any derivative of maintain must be construed accordingly;

“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;

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

"offshore artificial nesting structure" means a structure attached to the seabed by means of a foundation, providing nesting facilities for birds;

"offshore Order limits" means the limits shown on the works plans within which the authorised scheme may be carried out;

"offshore preparation works" means surveys and monitoring seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

"offshore works" means Work Nos. 1 to 11 and any related associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 of the Order respectively;

"the Order" means the Outer Dowsing Offshore Wind Farm Order 202[*];

"outline marine archaeological written scheme of investigation" means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of the Order under article 41;

"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 under article 41;

"outline marine mammal mitigation protocol (piling)" means the document certified as the outline marine mammal mitigation protocol (piling) by the Secretary of State for the purposes of this Order under article 41;

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

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

"SAC" means special area of conservation;

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

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

"suction bucket jacket foundation" means a jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel suction buckets 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 GT R4 Limited (company number 13281221);

"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;

"works plans" means the plans certified as the works plans onshore and works plans offshore by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

(2) 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)
CEFAS Building
Pakefield Road
Lowestoft
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
UK Technical Services Navigation
Spring Place 105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426/2433
Email: navigationsafety@mcga.gov.uk;

(f) Natural England
4th Floor, Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 3900;

(g) Historic England

The Foundry

82 Granville Street

Birmingham

B1 2LH

Tel: 0121 625 6888.

2. Subject to the licence conditions at Part 2, 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) (licensable marine activities) 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;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) the removal of out of service cables;

(g) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(h) removal of static fishing gear; and

(i) the disposal of up to 36,300 cubic metres 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 at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

Work No. 8— a temporary work area associated with Work No. 9 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

Work No. 9— an offshore artificial nesting structure;

In connection with such Work Nos. 8 and 9 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

(a) scour protection around the foundations of the offshore artificial nesting structure;

(b) dredging;

(c) the removal of material from the seabed required for the construction of Work Nos. 9 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling and seabed preparation for foundation works; and

(d) removal of static fishing equipment.

In connection with such Work Nos. 8 and 9, 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 or anchoring 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 and grout;

(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;

(g) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(h) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
415	53° 45’ 33.891″ N	001° 00’ 32.907″ E
416	53° 45’ 4.594″ N	001° 03’ 26.056″ E
417	53° 44’ 36.965″ N	001° 01’ 37.843″ E
418	53° 43’ 49.104″ N	000° 59’ 30.164″ E
419	53° 42’ 55.282″ N	000° 57’ 43.981″ E
420	53° 41’ 29.957″ N	000° 56’ 3.720″ E
421	53° 40’ 23.371″ N	000° 54’ 7.750″ E
422	53° 40’ 29.385″ N	000° 52’ 22.939″ E
423	53° 40’ 36.281″ N	000° 51’ 30.886″ E
424	53° 45’ 43.118″ N	000° 51’ 54.642″ E
425	53° 45’ 14.743″ N	000° 54’ 25.985″ E
426	53° 45’ 27.752″ N	000° 55’ 46.378″ E
427	53° 45’ 58.939″ N	000° 55’ 49.294″ E
428	53° 46’ 23.766″ N	000° 57’ 46.036″ E
430	53° 45’ 6.151″ N	000° 56’ 50.100″ E
431	53° 45’ 28.354″ N	000° 57’ 29.801″ E
432	53° 45’ 51.883″ N	000° 56’ 52.331″ E
433	53° 45’ 29.676″ N	000° 56’ 12.629″ E

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6. This licence remains in force until the authorised scheme has been decommissioned.

7. The provisions of section 72 (variation, suspension, revocation and transfer) 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 6 (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 dimensions of the offshore artificial nesting structure forming part of the authorised scheme must not exceed—

(a) 60 metres in height when measured from LAT;

(b) 23 metres in length; and

(c) 23 metres in width.

(2) The offshore artificial nesting structure foundation structures forming part of the authorised scheme must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(3) In respect of the offshore artificial nesting structure—

(a) no monopile foundation may have a diameter greater than eight metres;

(b) no gravity base structure foundation may have a diameter at the level of the seabed greater than 50 metres;

(c) no pin pile jacket foundation forming part of the authorised scheme may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than four pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised scheme may—

(i) have a suction bucket diameter of greater than ten metres; or

(ii) employ more than four suction buckets per jacket foundation;

(4) The total seabed footprint area for the offshore artificial nesting structure foundations must not exceed—

(a) 2,000 square metres excluding scour protection; and

(b) 12,300 square metres including scour protection.

(5) The total number of offshore artificial nesting structures forming part of the authorised scheme and the authorised schemes in licence 4 (northern artificial nesting structure 2) and/or licence 5 (southern artificial nesting structure 1) and/or licence 6 (southern artificial nesting structure 2) taken together must not exceed two.

Maintenance of the authorised scheme

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

(a) major offshore artificial nesting structure component replacement;

(b) offshore artificial nesting structure component repairs;

(c) painting and applying other coatings to the offshore artificial nesting structure;

(d) bird waste and marine growth removal;

(e) access ladder and boat ladder replacement;

(4) Where the MMO's approval is required under sub-paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Vessels under the undertaker's control

3.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

4. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notification and Inspection

5.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent variations to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 13;

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-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 13 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 offshore operations 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 Local Office in writing at least 14 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 Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via the Kingfisher Service of Seafish portal (https://kingfisherbulletin.org/submit-notice) and sent by email to kingfisher@seafish.co.uk——

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of the authorised scheme.

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 the commencement of the licensed activities or any part of them advising of the start date of Work No. 9, and to the extent that they are carried out under this licence, Work No. 8, 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 UK Hydrographic Office within five days.

(9) The notices to mariners must be updated and reissued at weekly 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 11(1)(b). Copies of all notices must be provided to the MMO and UK Hydrographic Office within five days.

(10) The undertaker must notify the UK Hydrographic Office—

(a) of commencement of the licensed activities at least 14 days prior to commencement;

(b) of the progress of the licensed activities; and

(c) of completion of construction of the licensed activities within 14 days of completion

in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA 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 reasonably practicable 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, the UK Hydrographic Office and regional fisheries organisations.

Aids to navigation

6.—(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 11(1)(h) 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 5(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.

Colouring of structures

7.—(1) Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least Highest Astronomical Tide to a height as directed by Trinity House.

(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).

Chemicals, drilling and debris

8.—(1) Unless otherwise agreed in writing by the MMO, all chemicals and substances, including paints and coatings, used below MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed by the MMO in writing.

(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 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July 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 is disposed of within the disposal site reference(s) to be provided by the MMO 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 MMO Local 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 must 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 11(1)(d)(i).

(10) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(11) All dropped objects including those in sub-paragraph (10), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(12) On receipt of notification or 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 marine environment at the undertaker’s expense if reasonable to do so.

Notification of unauthorised deposits

9.—(1) If the master of a vessel determines that it is necessary to make an unauthorised deposit 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.

Aviation safety

10. The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

(a) the date of the commencement of construction of the licensed activities;

(b) the date the offshore artificial nesting structure is brought into use;

(c) the maximum height of any construction equipment to be used;

(d) the maximum heights of the offshore artificial nesting structure to be constructed;

(e) the latitude and longitude of the offshore artificial nesting structure 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 licensed activities. Copies of notifications must be provided to the MMO within five days of the notification to the Defence Infrastructure Organisation Safeguarding.

Pre-construction plans and documents

11.—(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, the MCA, UKHO and the relevant statutory nature conservation body which shows—

(i) the proposed location and choice of foundation of the offshore artificial nesting structure;

(ii) the grid coordinates of the centre point of the proposed location for the offshore artificial nesting structure;

(iii) the dimensions of all foundations;

(iv) the proposed layout of the offshore artificial nesting structure to be constructed under this licence

(v) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 8 and 9 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 the offshore artificial nesting structure comprised in the works at paragraph 3 of Part 1 (licensed marine activities) of this licence (insofar as not shown in sub-paragraph (ii) above);

(c) 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) scour protection management including details of the need, type, sources, quantity and installation methods for scour protection;

(iii) main contractors;

(iv) vessels and vessels transit corridors; and

(v) associated and ancillary works;

(d) A project environmental management plan in accordance with the outline 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; and

(iv) the appointment and responsibilities of a fisheries liaison officer;

(e) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation protocol (piling), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body, to be submitted to the MMO at least four months prior to commencement of piling activities. The marine mammal mitigation protocol must include deployment of noise mitigation systems or noise abatement systems that will be utilised to manage sounds from those piling activities. The marine mammal mitigation protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(f) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least three months prior to commencement of operation of the licensed activities and to provide for review and resubmission every five years during the operational phase;

(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 four months prior to commencement of the licensed activities and to the MMO at least three months prior to commencement of the licensed activities and which must accord with the outline marine archaeological written scheme of investigation 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 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 6 for the lifetime of the authorised scheme.

(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 3,500kJ.

(3) Pre-construction archaeological investigations 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.

12.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 must be submitted for approval at least three months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) 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 11.

(3) Subject to sub-paragraph (5), the MMO must determine an application for approval made under condition 11 within a period of three months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 11, unless otherwise agreed in writing by the MMO.

(5) Where an application for approval is made under condition 11(1)(e), the MMO must determine the application for approval within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information to the MMO, unless otherwise agreed in writing by the MMO—

(a) the name, company number (if applicable), address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; 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, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(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.

Reporting of impact pile driving

14.—(1) Only when driven or part-driven pile foundations 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 to satisfy the Marine Noise Registry's Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving 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 sub-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.

Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)

15.—(1) No piling activities can begin until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle Southern North Sea SAC Site Integrity Plan so far as relevant to the authorised scheme, 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 four 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.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the authorised scheme, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

(6) The MMO must determine an application for approval made under condition 15 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(7) The licensed activities must be carried out in accordance with the SIP approved under condition 15, unless otherwise agreed in writing by the MMO.

Maintenance reporting

16.—(1) An annual maintenance report must be submitted to the MMO in writing within three months following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 2 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within three months of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 16(1) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Piling restriction for spawning herring

17. No piling of any type is permitted between 1 September and 16 October each year, unless otherwise approved in writing by the MMO.

SCHEDULE 13

Article 32

Deemed licence under the 2009 Act – northern artificial nesting structure 2

PART 1

Licensed marine activities

1.—(1) In this licence—

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means Work Nos. 8 and 9 described in paragraph 3 of Part 1 of this licence or any part of that work;

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

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works and the words "commencement" and "commenced" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"enforcement officer" means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

"Environment Agency" means the non-departmental public body of that name created by section 1 of the Environment Act 1995;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

“gravity base structure” 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 Southern North Sea SAC Site Integrity Plan” means the document certified as the in principle Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

“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;

“LAT” means lowest astronomical tide;

“licence 1 (generation)” means the licence set out in Schedule 10 (deemed licence under the 2009 Act – offshore transmission assets);

“licence 2 (transmission)” means the licence set out in Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets);

“licence 3” means the licence set out in Schedule 12 (deemed licence under the 2009 Act – northern artificial nesting structure 1)

“licence 5” means the licence set out in Schedule 14 (deemed licence under the 2009 Act – southern artificial nesting structure 1)

“licence 6” means the licence set out in Schedule 15 (deemed licence under the 2009 Act – southern artificial nesting structure 2)

“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 (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and “maintenance” and any derivative of maintain must be construed accordingly;

“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;

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

“offshore artificial nesting structure” means a structure attached to the seabed by means of a foundation, providing nesting facilities for birds;

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

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

“offshore works” means Work Nos. 1 to 11 and any related associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 of the Order respectively;

“the Order” means the Outer Dowsing Offshore Wind Farm Order 202[*];

“outline marine archaeological written scheme of investigation” means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of the Order under article 41;

“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 under article 41;

"outline marine mammal mitigation protocol (piling)" means the document certified as the outline marine mammal mitigation protocol (piling) by the Secretary of State for the purposes of this Order under article 41;

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

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

"SAC" means special area of conservation;

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

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

"suction bucket jacket foundation" means a jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel suction buckets 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 GT R4 Limited (company number 13281221);

"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;

"works plans" means the plans certified as the works plans onshore and works plans offshore by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

(2) 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)
CEFAS Building
Pakefield Road

Lowestoft
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
UK Technical Services Navigation
Spring Place 105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426/2433
Email: navigationsafety@mcga.gov.uk;

(f) Natural England
4th Floor, Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 3900;

(g) Historic England
The Foundry
82 Granville Street
Birmingham
B1 2LH
Tel: 0121 625 6888.

2. Subject to the licence conditions at Part 2, 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) (licensable marine activities) 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;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) the removal of out of service cables;

(g) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(h) removal of static fishing gear; and

(i) the disposal of up to 36,300 cubic metres 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 at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

Work No. 8— a temporary work area associated with Work No. 9 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

Work No. 9— an offshore artificial nesting structure;

In connection with such Work Nos. 8 and 9 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

(a) scour protection around the foundations of the offshore artificial nesting structure;

(b) dredging;

(c) the removal of material from the seabed required for the construction of Work Nos. 9 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling and seabed preparation for foundation works; and

(d) removal of static fishing equipment.

In connection with such Work Nos. 8 and 9, 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 or anchoring 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 and grout;

(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;

(g) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(h) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
415	53° 45′ 33.891″ N	001° 00′ 32.907″ E
416	53° 45′ 4.594″ N	001° 03′ 26.056″ E

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417	53° 44′ 36.965″ N	001° 01′ 37.843″ E
418	53° 43′ 49.104″ N	000° 59′ 30.164″ E
419	53° 42′ 55.282″ N	000° 57′ 43.981″ E
420	53° 41′ 29.957″ N	000° 56′ 3.720″ E
421	53° 40′ 23.371″ N	000° 54′ 7.750″ E
422	53° 40′ 29.385″ N	000° 52′ 22.939″ E
423	53° 40′ 36.281″ N	000° 51′ 30.886″ E
424	53° 45′ 43.118″ N	000° 51′ 54.642″ E
425	53° 45′ 14.743″ N	000° 54′ 25.985″ E
426	53° 45′ 27.752″ N	000° 55′ 46.378″ E
427	53° 45′ 58.939″ N	000° 55′ 49.294″ E
428	53° 46′ 23.766″ N	000° 57′ 46.036″ E
430	53° 45′ 6.151″ N	000° 56′ 50.100″ E
431	53° 45′ 28.354″ N	000° 57′ 29.801″ E
432	53° 45′ 51.883″ N	000° 56′ 52.331″ E
433	53° 45′ 29.676″ N	000° 56′ 12.629″ E

6. This licence remains in force until the authorised scheme has been decommissioned.

7. The provisions of section 72 (variation, suspension, revocation and transfer) 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 6 (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 dimensions of the offshore artificial nesting structure forming part of the authorised scheme must not exceed—

(a) 60 metres in height when measured from LAT;

(b) 23 metres in length; and

(c) 23 metres in width.

(2) The offshore artificial nesting structure foundation structures forming part of the authorised scheme must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(3) In respect of the offshore artificial nesting structure—

(a) no monopile foundation may have a diameter greater than eight metres;

(b) no gravity base structure foundation may have a diameter at the level of the seabed greater than 50 metres;

(c) no pin pile jacket foundation forming part of the authorised scheme may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than four pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised scheme may—

(i) have a suction bucket diameter of greater than ten metres; or

(ii) employ more than four suction buckets per jacket foundation;

(4) The total seabed footprint area for the offshore artificial nesting structure foundations must not exceed—

(a) 2,000 square metres excluding scour protection; and

(b) 12,300 square metres including scour protection.

(5) The total number of offshore artificial nesting structures forming part of the authorised scheme and the authorised schemes in licence 3 (northern artificial nesting structure 1) and/or licence 5 (southern artificial nesting structure 1) and/or licence 6 (southern artificial nesting structure 2) taken together must not exceed two.

Maintenance of the authorised scheme

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

(a) major offshore artificial nesting structure component replacement;

(b) offshore artificial nesting structure component repairs;

(c) painting and applying other coatings to the offshore artificial nesting structure;

(d) bird waste and marine growth removal;

(e) access ladder and boat ladder replacement;

(4) Where the MMO's approval is required under sub-paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Vessels under the undertaker's control

3.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

4. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notification and Inspection

5.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent variations to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 13;

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-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 13 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 offshore operations 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 Local Office in writing at least 14 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 Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via the Kingfisher Service of Seafish portal (https://kingfisherbulletin.org/submit-notice) and sent by email to kingfisher@seafish.co.uk——

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of the authorised scheme.

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 the commencement of the licensed activities or any part of them advising of the start date of Work No. 9, and to the extent that they are carried out under this licence, Work No. 8, 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 UK Hydrographic Office within five days.

(9) The notices to mariners must be updated and reissued at weekly 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 11(1)(b). Copies of all notices must be provided to the MMO and UK Hydrographic Office within five days.

(10) The undertaker must notify the UK Hydrographic Office—

(a) of commencement of the licensed activities at least 14 days prior to commencement;

(b) of the progress of the licensed activities; and

(c) of completion of construction of the licensed activities within 14 days of completion

in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA 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 reasonably practicable 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, the UK Hydrographic Office and regional fisheries organisations.

Aids to navigation

6.—(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 11(1)(h) 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 5(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.

Colouring of structures

7.—(1) Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least Highest Astronomical Tide to a height as directed by Trinity House.

(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).

Chemicals, drilling and debris

8.—(1) Unless otherwise agreed in writing by the MMO, all chemicals and substances, including paints and coatings, used below MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed by the MMO in writing.

(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 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July 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

is disposed of within the disposal site reference(s) to be provided by the MMO 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 MMO Local 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 must 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 11(1)(d)(i).

(10) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(11) All dropped objects including those in sub-paragraph (10), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(12) On receipt of notification or 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 marine environment at the undertaker's expense if reasonable to do so.

Notification of unauthorised deposits

9.—(1) If the master of a vessel determines that it is necessary to make an unauthorised deposit 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.

Aviation safety

10. The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

(a) the date of the commencement of construction of the licensed activities;

(b) the date the offshore artificial nesting structure is brought into use;

(c) the maximum height of any construction equipment to be used;

(d) the maximum heights of the offshore artificial nesting structure to be constructed;

(e) the latitude and longitude of the offshore artificial nesting structure 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

licensed activities. Copies of notifications must be provided to the MMO within five days of the notification to the Defence Infrastructure Organisation Safeguarding.

Pre-construction plans and documents

11.—(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, the MCA, UKHO and the relevant statutory nature conservation body which shows—

(i) the proposed location and choice of foundation of the offshore artificial nesting structure;

(ii) the grid coordinates of the centre point of the proposed location for the offshore artificial nesting structure;

(iii) the dimensions of all foundations;

(iv) the proposed layout of the offshore artificial nesting structure to be constructed under this licence

(v) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 8 and 9 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 the offshore artificial nesting structure comprised in the works at paragraph 3 of Part 1 (licensed marine activities) of this licence (insofar as not shown in sub-paragraph (ii) above);

(c) 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) scour protection management including details of the need, type, sources, quantity and installation methods for scour protection;

(iii) main contractors;

(iv) vessels and vessels transit corridors; and

(v) associated and ancillary works;

(d) A project environmental management plan in accordance with the outline 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; and

(iv) the appointment and responsibilities of a fisheries liaison officer;

(e) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation

protocol (piling), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body, to be submitted to the MMO at least four months prior to commencement of piling activities. The marine mammal mitigation protocol must include deployment of noise mitigation systems or noise abatement systems that will be utilised to manage sounds from those piling activities. The marine mammal mitigation protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(f) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least three months prior to commencement of operation of the licensed activities and to provide for review and resubmission every five years during the operational phase;

(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 four months prior to commencement of the licensed activities and to the MMO at least three months prior to commencement of the licensed activities and which must accord with the outline marine archaeological written scheme of investigation 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 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 6 for the lifetime of the authorised scheme.

(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 3,500kJ.

(3) Pre-construction archaeological investigations 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.

12.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 must be submitted for approval at least three months prior to the intended

commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) 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 11.

(3) Subject to sub-paragraph (5), the MMO must determine an application for approval made under condition 11 within a period of three months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 11, unless otherwise agreed in writing by the MMO.

(5) Where an application for approval is made under condition 11(1)(e), the MMO must determine the application for approval within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information to the MMO, unless otherwise agreed in writing by the MMO—

(a) the name, company number (if applicable), address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; 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, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(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.

Reporting of impact pile driving

14.—(1) Only when driven or part-driven pile foundations 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 to satisfy the Marine Noise Registry's Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving 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 sub-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.

Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)

15.—(1) No piling activities can begin until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle Southern North Sea SAC Site Integrity Plan so far as relevant to the authorised scheme, 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 four 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.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the authorised scheme, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

(6) The MMO must determine an application for approval made under condition 15 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(7) The licensed activities must be carried out in accordance with the SIP approved under condition 15, unless otherwise agreed in writing by the MMO.

Maintenance reporting

16.—(1) An annual maintenance report must be submitted to the MMO in writing within three months following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 2 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within three months of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 16(1) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Piling restriction for spawning herring

17. No piling of any type is permitted between 1 September and 16 October each year, unless otherwise approved in writing by the MMO.

SCHEDULE 14

Article 32

Deemed licence under the 2009 Act – southern artificial nesting structure 1

PART 1

Licensed marine activities

1.—(1) In this licence—

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means Work Nos. 8 and 9 described in paragraph 3 of Part 1 of this licence or any part of that work;

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

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works and the words "commencement" and "commenced" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"enforcement officer" means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

"Environment Agency" means the non-departmental public body of that name created by section 1 of the Environment Act 1995;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"gravity base structure" 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 Southern North Sea SAC Site Integrity Plan" means the document certified as the in principle Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"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;

"LAT" means lowest astronomical tide;

"licence 1 (generation)" means the licence set out in Schedule 10 (deemed licence under the 2009 Act – offshore transmission assets);

"licence 2 (transmission)" means the licence set out in Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets);

"licence 3" means the licence set out in Schedule 12 (deemed licence under the 2009 Act – northern artificial nesting structure 1)

"licence 4" means the licence set out in Schedule 13 (deemed licence under the 2009 Act – northern artificial nesting structure 2)

“licence 6” means the licence set out in Schedule 15 (deemed licence under the 2009 Act – southern artificial nesting structure 2)

“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 (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and “maintenance” and any derivative of maintain must be construed accordingly;

“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;

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

“offshore artificial nesting structure” means a structure attached to the seabed by means of a foundation, providing nesting facilities for birds;

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

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

“offshore works” means Work Nos. 1 to 11 and any related associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 of the Order respectively;

“the Order” means the Outer Dowsing Offshore Wind Farm Order 202[*];

“outline marine archaeological written scheme of investigation” means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of the Order under article 41;

“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 under article 41;

“outline marine mammal mitigation protocol (piling)” means the document certified as the outline marine mammal mitigation protocol (piling) by the Secretary of State for the purposes of this Order under article 41;

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

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

“SAC” means special area of conservation;

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

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

“suction bucket jacket foundation” means a jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel suction buckets 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 GT R4 Limited (company number 13281221);

"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;

"works plans" means the plans certified as the works plans onshore and works plans offshore by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

(2) 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)
CEFAS Building
Pakefield Road
Lowestoft
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
UK Technical Services Navigation
Spring Place 105 Commercial Road

Southampton

SO15 1EG

Tel: 020 3817 2426/2433

Email: navigationsafety@mcga.gov.uk;

(f) Natural England

4th Floor, Foss House

1-2 Peasholme Green

York

YO1 7PX

Tel: 0300 060 3900;

(g) Historic England

The Foundry

82 Granville Street

Birmingham

B1 2LH

Tel: 0121 625 6888.

2. Subject to the licence conditions at Part 2, 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) (licensable marine activities) 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;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) the removal of out of service cables;

(g) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(h) removal of static fishing gear; and

(i) the disposal of up to 36,300 cubic metres 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 at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

Work No. 8— a temporary work area associated with Work No. 9 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

Work No. 9— an offshore artificial nesting structure;

In connection with such Work Nos. 8 and 9 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

(a) scour protection around the foundations of the offshore artificial nesting structure;

(b) dredging;

(c) the removal of material from the seabed required for the construction of Work Nos. 9 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling and seabed preparation for foundation works; and

(d) removal of static fishing equipment.

In connection with such Work Nos. 8 and 9, 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 or anchoring 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 and grout;

(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;

(g) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(h) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
72	53° 23’ 28.968″ N	001° 36’ 50.876″ E
73	53° 24′ 16.718″ N	001° 36′ 29.872″ E
74	53° 25′ 20.282″ N	001° 40′ 32.493″ E
75	53° 26′ 57.794″ N	001° 43′ 24.853″ E
76	53° 27′ 49.898″ N	001° 44′ 31.828″ E
77	53° 29′ 41.527″ N	001° 45′ 49.905″ E
78	53° 30′ 58.889″ N	001° 46′ 11.727″ E
79	53° 32′ 26.981″ N	001° 46′ 26.029″ E
80	53° 29′ 31.665″ N	001° 50′ 59.277″ E
81	53° 28′ 40.456″ N	001° 50′ 35.937″ E
82	53° 28′ 15.252″ N	001° 49′ 10.015″ E
83	53° 27′ 55.714″ N	001° 48′ 37.205″ E
84	53° 27′ 22.142″ N	001° 48′ 29.033″ E
85	53° 26′ 51.166″ N	001° 48′ 21.158″ E
86	53° 26′ 12.576″ N	001° 48′ 8.060″ E
87	53° 25′ 38.653″ N	001° 48′ 8.593″ E

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6. This licence remains in force until the authorised scheme has been decommissioned.

7. The provisions of section 72 (variation, suspension, revocation and transfer) 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 6 (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 dimensions of the offshore artificial nesting structure forming part of the authorised scheme must not exceed—

(a) 60 metres in height when measured from LAT;

(b) 23 metres in length; and

(c) 23 metres in width.

(2) The offshore artificial nesting structure foundation structures forming part of the authorised scheme must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(3) In respect of the offshore artificial nesting structure—

(a) no monopile foundation may have a diameter greater than eight metres;

(b) no gravity base structure foundation may have a diameter at the level of the seabed greater than 50 metres;

(c) no pin pile jacket foundation forming part of the authorised scheme may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than four pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised scheme may—

(i) have a suction bucket diameter of greater than ten metres; or

(ii) employ more than four suction buckets per jacket foundation;

(4) The total seabed footprint area for the offshore artificial nesting structure foundations must not exceed—

(a) 2,000 square metres excluding scour protection; and

(b) 12,300 square metres including scour protection.

(5) The total number of offshore artificial nesting structures forming part of the authorised scheme and the authorised schemes in licence 3 (northern artificial nesting structure 1) and/or licence 4 (northern artificial nesting structure 2) and/or licence 6 (southern artificial nesting structure 2) taken together must not exceed two.

Maintenance of the authorised scheme

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

(a) major offshore artificial nesting structure component replacement;

(b) offshore artificial nesting structure component repairs;

(c) painting and applying other coatings to the offshore artificial nesting structure;

(d) bird waste and marine growth removal;

(e) access ladder and boat ladder replacement;

(4) Where the MMO's approval is required under sub-paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Vessels under the undertaker's control

3.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

4. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notification and Inspection

5.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent variations to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 13;

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-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 13 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 offshore operations 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 Local Office in writing at least 14 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 Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via the Kingfisher Service of Seafish portal (https://kingfisherbulletin.org/submit-notice) and sent by email to kingfisher@seafish.co.uk——

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of the authorised scheme.

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 the commencement of the licensed activities or any part of them advising of the start date of Work No. 9, and to the extent that they are carried out under this licence, Work No. 8, 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 UK Hydrographic Office within five days.

(9) The notices to mariners must be updated and reissued at weekly 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 11(1)(b). Copies of all notices must be provided to the MMO and UK Hydrographic Office within five days.

(10) The undertaker must notify the UK Hydrographic Office—

(a) of commencement of the licensed activities at least 14 days prior to commencement;

(b) of the progress of the licensed activities; and

(c) of completion of construction of the licensed activities within 14 days of completion

in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA 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 reasonably practicable 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, the UK Hydrographic Office and regional fisheries organisations.

Aids to navigation

6.—(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 11(1)(h) 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 5(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.

Colouring of structures

7.—(1) Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least Highest Astronomical Tide to a height as directed by Trinity House.

(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).

Chemicals, drilling and debris

8.—(1) Unless otherwise agreed in writing by the MMO, all chemicals and substances, including paints and coatings, used below MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed by the MMO in writing.

(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 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July 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 is disposed of within the disposal site reference(s) to be provided by the MMO 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 MMO Local 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 must 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 11(1)(d)(i).

(10) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination

Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(11) All dropped objects including those in sub-paragraph (10), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(12) On receipt of notification or 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 marine environment at the undertaker's expense if reasonable to do so.

Notification of unauthorised deposits

9.—(1) If the master of a vessel determines that it is necessary to make an unauthorised deposit 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.

Aviation safety

10. The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

(a) the date of the commencement of construction of the licensed activities;

(b) the date the offshore artificial nesting structure is brought into use;

(c) the maximum height of any construction equipment to be used;

(d) the maximum heights of the offshore artificial nesting structure to be constructed;

(e) the latitude and longitude of the offshore artificial nesting structure 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 licensed activities. Copies of notifications must be provided to the MMO within five days of the notification to the Defence Infrastructure Organisation Safeguarding.

Pre-construction plans and documents

11.—(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, the MCA, UKHO and the relevant statutory nature conservation body which shows—

(i) the proposed location and choice of foundation of the offshore artificial nesting structure;

(ii) the grid coordinates of the centre point of the proposed location for the offshore artificial nesting structure;

(iii) the dimensions of all foundations;

(iv) the proposed layout of the offshore artificial nesting structure to be constructed under this licence

(v) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 8 and 9 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 the offshore artificial nesting structure comprised in the works at paragraph 3 of Part 1 (licensed marine activities) of this licence (insofar as not shown in sub-paragraph (ii) above);

(c) 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) scour protection management including details of the need, type, sources, quantity and installation methods for scour protection;

(iii) main contractors;

(iv) vessels and vessels transit corridors; and

(v) associated and ancillary works;

(d) A project environmental management plan in accordance with the outline 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; and

(iv) the appointment and responsibilities of a fisheries liaison officer;

(e) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation protocol (piling), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body, to be submitted to the MMO at least four months prior to commencement of piling activities. The marine mammal mitigation protocol must include deployment of noise mitigation systems or noise abatement systems that will be utilised to manage sounds from those piling activities. The marine mammal mitigation protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(f) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least three months prior to commencement of operation of the licensed activities and to provide for review and resubmission every five years during the operational phase;

(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 four months prior to commencement of the licensed activities and to the MMO at least three months prior to commencement of the licensed activities and which must accord with the outline marine archaeological written scheme of investigation 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 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 6 for the lifetime of the authorised scheme.

(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 3,500kJ.

(3) Pre-construction archaeological investigations 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.

12.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 must be submitted for approval at least three months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) 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 11.

(3) Subject to sub-paragraph (5), the MMO must determine an application for approval made under condition 11 within a period of three months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 11, unless otherwise agreed in writing by the MMO.

(5) Where an application for approval is made under condition 11(1)(e), the MMO must determine the application for approval within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information to the MMO, unless otherwise agreed in writing by the MMO—

(a) the name, company number (if applicable), address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; 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, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(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.

Reporting of impact pile driving

14.—(1) Only when driven or part-driven pile foundations 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 to satisfy the Marine Noise Registry's Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving 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 sub-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.

Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)

15.—(1) No piling activities can begin until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle Southern North Sea SAC Site Integrity Plan so far as relevant to the authorised scheme, 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 four 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.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains

satisfied that the authorised scheme, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

(6) The MMO must determine an application for approval made under condition 15 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(7) The licensed activities must be carried out in accordance with the SIP approved under condition 15, unless otherwise agreed in writing by the MMO.

Maintenance reporting

16.—(1) An annual maintenance report must be submitted to the MMO in writing within three months following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 2 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within three months of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 16(1) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

SCHEDULE 15

Article 32

Deemed licence under the 2009 Act – southern artificial nesting structure 2

PART 1

Licensed marine activities

1.—(1) In this licence—

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means Work Nos. 8 and 9 described in paragraph 3 of Part 1 of this licence or any part of that work;

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

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works and the words "commencement" and "commenced" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"enforcement officer" means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

"Environment Agency" means the non-departmental public body of that name created by section 1 of the Environment Act 1995;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"gravity base structure" 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 Southern North Sea SAC Site Integrity Plan" means the document certified as the in principle Southern North Sea SAC Site Integrity Plan by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"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;

"LAT" means lowest astronomical tide;

"licence 1 (generation)" means the licence set out in Schedule 10 (deemed licence under the 2009 Act – offshore transmission assets);

"licence 2 (transmission)" means the licence set out in Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets);

"licence 3" means the licence set out in Schedule 12 (deemed licence under the 2009 Act – northern artificial nesting structure 1)

"licence 4" means the licence set out in Schedule 13 (deemed licence under the 2009 Act – northern artificial nesting structure 2)

"licence 5" means the licence set out in Schedule 14 (deemed licence under the 2009 Act – southern artificial nesting structure 1)

"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 (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and "maintenance" and any derivative of maintain must be construed accordingly;

"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;

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

"offshore artificial nesting structure" means a structure attached to the seabed by means of a foundation, providing nesting facilities for birds;

"offshore Order limits" means the limits shown on the works plans within which the authorised scheme may be carried out;

"offshore preparation works" means surveys and monitoring seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

"offshore works" means Work Nos. 1 to 11 and any related associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 of the Order respectively;

"the Order" means the Outer Dowsing Offshore Wind Farm Order 202[*];

"outline marine archaeological written scheme of investigation" means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of the Order under article 41;

"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 under article 41;

"outline marine mammal mitigation protocol (piling)" means the document certified as the outline marine mammal mitigation protocol (piling) by the Secretary of State for the purposes of this Order under article 41;

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

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

"SAC" means special area of conservation;

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

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

"suction bucket jacket foundation" means a jacket/lattice-type structure constructed of steel which is fixed to the seabed at three or more points with steel suction buckets 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 GT R4 Limited (company number 13281221);

"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;

"works plans" means the plans certified as the works plans onshore and works plans offshore by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

(2) 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)
CEFAS Building
Pakefield Road
Lowestoft
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
UK Technical Services Navigation
Spring Place 105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426/2433
Email: navigationsafety@mcga.gov.uk;

(f) Natural England
4th Floor, Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 3900;

(g) Historic England
The Foundry
82 Granville Street
Birmingham
B1 2LH
Tel: 0121 625 6888.

2. Subject to the licence conditions at Part 2, 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) (licensable marine activities) 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;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) the removal of out of service cables;

(g) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(h) removal of static fishing gear; and

(i) the disposal of up to 36,300 cubic metres 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 at disposal site reference(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

Work No. 8— a temporary work area associated with Work No. 9 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

Work No. 9— an offshore artificial nesting structure;

In connection with such Work Nos. 8 and 9 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

(a) scour protection around the foundations of the offshore artificial nesting structure;

(b) dredging;

(c) the removal of material from the seabed required for the construction of Work Nos. 9 and the disposal of inert material of natural origin and dredged material within the Order limits produced during construction drilling and seabed preparation for foundation works; and

(d) removal of static fishing equipment.

In connection with such Work Nos. 8 and 9, 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 or anchoring 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 and grout;

(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;

(g) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(h) marine coatings, other chemicals and timber.

5. The grid coordinates for the authorised scheme are specified below—

Point	*Latitude*	*Longitude*
72	53° 23′ 28.968″ N	001° 36′ 50.876″ E
73	53° 24′ 16.718″ N	001° 36′ 29.872″ E
74	53° 25′ 20.282″ N	001° 40′ 32.493″ E
75	53° 26′ 57.794″ N	001° 43′ 24.853″ E
76	53° 27′ 49.898″ N	001° 44′ 31.828″ E
77	53° 29′ 41.527″ N	001° 45′ 49.905″ E
78	53° 30′ 58.889″ N	001° 46′ 11.727″ E
79	53° 32′ 26.981″ N	001° 46′ 26.029″ E
80	53° 29′ 31.665″ N	001° 50′ 59.277″ E
81	53° 28′ 40.456″ N	001° 50′ 35.937″ E
82	53° 28′ 15.252″ N	001° 49′ 10.015″ E
83	53° 27′ 55.714″ N	001° 48′ 37.205″ E
84	53° 27′ 22.142″ N	001° 48′ 29.033″ E
85	53° 26′ 51.166″ N	001° 48′ 21.158″ E
86	53° 26′ 12.576″ N	001° 48′ 8.060″ E
87	53° 25′ 38.653″ N	001° 48′ 8.593″ E

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6. This licence remains in force until the authorised scheme has been decommissioned.

7. The provisions of section 72 (variation, suspension, revocation and transfer) 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 6 (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 dimensions of the offshore artificial nesting structure forming part of the authorised scheme must not exceed—

(a) 60 metres in height when measured from LAT;

(b) 23 metres in length; and

(c) 23 metres in width.

(2) The offshore artificial nesting structure foundation structures forming part of the authorised scheme must be monopile, gravity base structure, pin pile jacket or suction bucket jacket foundations.

(3) In respect of the offshore artificial nesting structure—

(a) no monopile foundation may have a diameter greater than eight metres;

(b) no gravity base structure foundation may have a diameter at the level of the seabed greater than 50 metres;

(c) no pin pile jacket foundation forming part of the authorised scheme may—

(i) have a pin pile diameter of greater than five metres; or

(ii) employ more than four pin piles per jacket foundation;

(d) no suction bucket jacket foundation forming part of the authorised scheme may—

(i) have a suction bucket diameter of greater than ten metres; or

(ii) employ more than four suction buckets per jacket foundation;

(4) The total seabed footprint area for the offshore artificial nesting structure foundations must not exceed—

(a) 2,000 square metres excluding scour protection; and

(b) 12,300 square metres including scour protection.

(5) The total number of offshore artificial nesting structures forming part of the authorised scheme and the authorised schemes in licence 3 (northern artificial nesting structure 1) and/or licence 4 (northern artificial nesting structure 2) and/or licence 5 (southern artificial nesting structure 1) taken together must not exceed two.

Maintenance of the authorised scheme

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to—

(a) major offshore artificial nesting structure component replacement;

(b) offshore artificial nesting structure component repairs;

(c) painting and applying other coatings to the offshore artificial nesting structure;

(d) bird waste and marine growth removal;

(e) access ladder and boat ladder replacement;

(4) Where the MMO's approval is required under sub-paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Vessels under the undertaker's control

3.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

4. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notification and Inspection

5.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent variations to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 13;

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-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 13 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 offshore operations 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 Local Office in writing at least 14 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 Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via the Kingfisher Service of Seafish portal (https://kingfisherbulletin.org/submit-notice) and sent by email to kingfisher@seafish.co.uk——

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of the authorised scheme.

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 the commencement of the licensed activities or any part of them advising of the start date of Work No. 9, and to the extent that they are carried out under this licence, Work No. 8, 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 UK Hydrographic Office within five days.

(9) The notices to mariners must be updated and reissued at weekly 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 11(1)(b). Copies of all notices must be provided to the MMO and UK Hydrographic Office within five days.

(10) The undertaker must notify the UK Hydrographic Office—

(a) of commencement of the licensed activities at least 14 days prior to commencement;

(b) of the progress of the licensed activities; and

(c) of completion of construction of the licensed activities within 14 days of completion

in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA 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 reasonably practicable 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, the UK Hydrographic Office and regional fisheries organisations.

Aids to navigation

6.—(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 11(1)(h) 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 5(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.

Colouring of structures

7.—(1) Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least Highest Astronomical Tide to a height as directed by Trinity House.

(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).

Chemicals, drilling and debris

8.—(1) Unless otherwise agreed in writing by the MMO, all chemicals and substances, including paints and coatings, used below MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed by the MMO in writing.

(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 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July 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 is disposed of within the disposal site reference(s) to be provided by the MMO 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 MMO Local 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 must 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 11(1)(d)(i).

(10) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(11) All dropped objects including those in sub-paragraph (10), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(12) On receipt of notification or 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 marine environment at the undertaker's expense if reasonable to do so.

Notification of unauthorised deposits

9.—(1) If the master of a vessel determines that it is necessary to make an unauthorised deposit 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.

Aviation safety

10. The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the licensed activities, in writing of the following information—

(a) the date of the commencement of construction of the licensed activities;

(b) the date the offshore artificial nesting structure is brought into use;

(c) the maximum height of any construction equipment to be used;

(d) the maximum heights of the offshore artificial nesting structure to be constructed;

(e) the latitude and longitude of the offshore artificial nesting structure 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 licensed activities. Copies of notifications must be provided to the MMO within five days of the notification to the Defence Infrastructure Organisation Safeguarding.

Pre-construction plans and documents

11.—(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, the MCA, UKHO and the relevant statutory nature conservation body which shows—

(i) the proposed location and choice of foundation of the offshore artificial nesting structure;

(ii) the grid coordinates of the centre point of the proposed location for the offshore artificial nesting structure;

(iii) the dimensions of all foundations;

(iv) the proposed layout of the offshore artificial nesting structure to be constructed under this licence;

(v) any exclusion zones/environmental micrositing requirements;

to ensure conformity with the description of Work Nos. 8 and 9 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 the offshore artificial nesting structure comprised in the works at paragraph 3 of Part 1 (licensed marine activities) of this licence (insofar as not shown in sub-paragraph (ii) above);

(c) 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) scour protection management including details of the need, type, sources, quantity and installation methods for scour protection;

(iii) main contractors;

(iv) vessels and vessels transit corridors; and

(v) associated and ancillary works;

(d) A project environmental management plan in accordance with the outline 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; and

(iv) the appointment and responsibilities of a fisheries liaison officer.

(e) In the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation protocol (piling), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body, to be submitted to the MMO at least four months prior to commencement of piling activities. The marine mammal mitigation protocol must include deployment of noise mitigation systems or noise abatement systems that will be utilised to manage sounds from those piling activities. The marine mammal mitigation protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(f) An offshore operations and maintenance plan, in accordance with the outline offshore operations and maintenance plan, to be submitted to the MMO at least three months prior to commencement of operation of the licensed activities and to provide for review and resubmission every five years during the operational phase;

(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 four months prior to commencement of the licensed activities and to the MMO at least three months prior to commencement of the licensed activities and which must accord with the outline marine archaeological written scheme of investigation 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 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 6 for the lifetime of the authorised scheme.

(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 3,500kJ.

(3) Pre-construction archaeological investigations 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.

12.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 must be submitted for approval at least three months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) 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 11.

(3) Subject to sub-paragraph (5), the MMO must determine an application for approval made under condition 11 within a period of three months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 11, unless otherwise agreed in writing by the MMO.

(5) Where an application for approval is made under condition 11(1)(e), the MMO must determine the application for approval within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information to the MMO, unless otherwise agreed in writing by the MMO—

(a) the name, company number (if applicable), address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; 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, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(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.

Reporting of impact pile driving

14.—(1) Only when driven or part-driven pile foundations 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 to satisfy the Marine Noise Registry's Forward Look requirements;

(b) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements; and

(c) within 12 weeks of completion of impact pile driving, information on the locations and dates of impact pile driving 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 sub-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.

Southern North Sea Special Area of Conservation Site Integrity Plan (Piling)

15.—(1) No piling activities can begin until a Site Integrity Plan (SIP), which accords with the principles set out in the in principle Southern North Sea SAC Site Integrity Plan so far as relevant to the authorised scheme, 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 four 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.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the authorised scheme, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

(6) The MMO must determine an application for approval made under condition 15 within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(7) The licensed activities must be carried out in accordance with the SIP approved under condition 15, unless otherwise agreed in writing by the MMO.

Maintenance reporting

16.—(1) An annual maintenance report must be submitted to the MMO in writing within three months following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities as set out in condition 2 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within three months of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 16(1) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

SCHEDULE 16

Article 32

Deemed licence under the 2009 Act – biogenic reef creation

PART 1

Licensed marine activities

1.—(1) In this licence—

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means Work No. 8 and 10 described in paragraph 3 of Part 1 of this licence or any part of that work;

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

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of offshore preparation works and the words "commencement" and "commenced" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"cultch material" means a mixture of aggregate pebbles and waste shell from the mussel and scallop industry;

"enforcement officer" means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

"Environment Agency" means the non-departmental public body of that name created by section 1 of the Environment Act 1995;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.);

"gravity base structure" 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;

"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, recreate and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the offshore works, to the extent assessed in the environmental statement; and "maintenance" and any derivative of maintain must be construed accordingly;

"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;

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

"offshore Order limits" means the limits shown on the works plans within which the authorised scheme may be carried out;

"offshore preparation works" means surveys and monitoring seaward of MHWS undertaken prior to the commencement of construction to prepare for construction;

"offshore works" means Work Nos. 1 to 11 and any related associated development in connection with those works and ancillary works described in Schedule 1 part 1 and Schedule 1 part 2 of the Order respectively;

"the Order" means the Outer Dowsing Offshore Wind Farm Order 202[*];

"outline marine archaeological written scheme of investigation" means the document certified as the outline marine archaeological written scheme of investigation by the Secretary of State for the purposes of the Order under article 41;

"SAC" means special area of conservation;

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

"undertaker" means GT R4 Limited (company number 13281221);

"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;

"works plans" means the plans certified as the works plans onshore and works plans offshore by the Secretary of State for the purposes of the Order under article 41 (certification of plans etc.).

(2) 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)
CEFAS Building
Pakefield Road
Lowestoft
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
UK Technical Services Navigation
Spring Place 105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2426/2433
Email: navigationsafety@mcga.gov.uk;

(f) Natural England
4th Floor, Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 3900;

(g) Historic England
The Foundry
82 Granville Street
Birmingham
B1 2LH
Tel: 0121 625 6888.

2. Subject to the licence conditions at Part 2, 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) (licensable marine activities) 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 the creation of the biogenic reef;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) the removal of out of service cables;

(g) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and

(h) removal of static fishing gear.

3. Such activities are authorised in relation to the construction, maintenance and operation of—

Work No. 8— a temporary work area associated with Work No. 10 for vessels to carry out anchoring and positioning, and for the wet storage of construction materials;

Work No. 10— creation and recreation of biogenic reef within the Inner Dowsing Race Bank and North Ridge Special Area of Conservation;

In connection with such Work Nos. 8 and 10 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

(a) dredging;

(b) the removal of material from the seabed required for the construction of Work No. 10 and the disposal of inert material of natural origin and dredged material within the Order limits produced during seabed preparation for the creation of the biogenic reef; and

(c) removal of static fishing equipment.

In connection with such Work Nos. 8 and 10, 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 or anchoring 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) biogenic reef material, including *Mytilus edulis* (blue mussel) beds, *Ostrea edulis* (native oyster) beds and cultch material for oyster and blue mussel bed seeding;

(b) steel; and

(c) hemp.

5. The grid coordinates for the authorised scheme are specified below—

Biogenic Reef Restoration Area A

Point	*Latitude*	*Longitude*
5	53° 09′ 58.581″ N	000° 34′ 54.557″ E
6	53° 10′ 23.017″ N	000° 33′ 37.116″ E
7	53° 08′ 44.097″ N	000° 32′ 22.615″ E
8	53° 08′ 46.490″ N	000° 31′ 6.276″ E
9	53° 11′ 18.105″ N	000° 33′ 14.671″ E
10	53° 10′ 37.912″ N	000° 35′ 44.425″ E

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Biogenic Reef Restoration Area B

Point	*Latitude*	*Longitude*
12	53° 12′ 23.449″ N	000° 35′ 5.357″ E
13	53° 12′ 28.510″ N	000° 34′ 44.027″ E
14	53° 13′ 50.373″ N	000° 35′ 38.913″ E
15	53° 13′ 18.481″ N	000° 36′ 31.958″ E

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Biogenic Reef Restoration Area C

Point	*Latitude*	*Longitude*
22	53° 14′ 4.788″ N	000° 38′ 30.377″ E
23	53° 14′ 6.175″ N	000° 37′ 53.971″ E
24	53° 15′ 1.702″ N	000° 38′ 1.679″ E
25	53° 15′ 1.685″ N	000° 38′ 4.229″ E
26	53° 15′ 51.200″ N	000° 38′ 26.112″ E

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27	53° 15′ 34.130″ N	000° 39′ 8.260″ E

Biogenic Reef Restoration Area D

Point	*Latitude*	*Longitude*
35	53° 16′ 19.458″ N	000° 34′ 46.173″ E
36	53° 17′ 17.615″ N	000° 34′ 54.292″ E
37	53° 17′ 8.480″ N	000° 35′ 44.114″ E

Biogenic Reef Restoration Area E

Point	*Latitude*	*Longitude*
29	53° 15′ 9.583″ N	000° 42′ 34.551″ E
30	53° 15′ 41.756″ N	000° 41′ 36.844″ E
31	53° 15′ 56.790″ N	000° 41′ 37.691″ E
32	53° 16′ 56.770″ N	000° 43′ 12.509″ E
33	53° 16′ 23.463″ N	000° 43′ 54.514″ E

Biogenic Reef Restoration Area F

Point	*Latitude*	*Longitude*
39	53° 15′ 29.389″ N	000° 39′ 45.725″ E
40	53° 16′ 2.527″ N	000° 38′ 31.120″ E
41	53° 17′ 22.679″ N	000° 39′ 6.577″ E
42	53° 17′ 43.004″ N	000° 39′ 53.733″ E
43	53° 17′ 27.210″ N	000° 41′ 31.415″ E

Biogenic Reef Restoration Area G

Point	*Latitude*	*Longitude*
45	53° 16′ 22.557″ N	000° 37′ 45.996″ E
46	53° 16′ 36.345″ N	000° 37′ 14.922″ E
47	53° 18′ 2.541″ N	000° 37′ 52.688″ E
48	53° 17′ 50.789″ N	000° 39′ 5.529″ E
49	53° 17′ 13.200″ N	000° 38′ 2.681″ E

Biogenic Reef Restoration Area H

Point	*Latitude*	*Longitude*
112	53° 19′ 28.366″ N	000° 35′ 2.779″ E
625	53° 19′ 30.507″ N	000° 37′ 6.382″ E
626	53° 17′ 50.607″ N	000° 35′ 7.150″ E

Biogenic Reef Restoration Area I

Point	*Latitude*	*Longitude*
118	53° 20′ 5.258″ N	000° 39′ 39.628″ E
119	53° 20′ 3.949″ N	000° 40′ 47.782″ E
182	53° 19′ 7.280″ N	000° 40′ 53.837″ E
183	53° 18′ 2.446″ N	000° 41′ 0.758″ E
184	53° 18′ 3.678″ N	000° 40′ 34.763″ E
185	53° 18′ 15.768″ N	000° 40′ 40.440″ E
186	53° 18′ 15.469″ N	000° 39′ 46.818″ E
187	53° 18′ 10.407″ N	000° 39′ 38.348″ E

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188	53° 18′ 57.173″ N	000° 39′ 38.869″ E

Biogenic Reef Restoration Area J

Point	*Latitude*	*Longitude*
51	53° 20′ 31.908″ N	000° 40′ 44.792″ E
52	53° 20′ 31.498″ N	000° 39′ 39.921″ E
53	53° 20′ 34.873″ N	000° 39′ 39.958″ E
54	53° 20′ 36.959″ N	000° 34′ 13.419″ E
55	53° 21′ 9.344″ N	000° 34′ 47.278″ E
56	53° 21′ 8.449″ N	000° 40′ 40.884″ E

Biogenic Reef Restoration Area K

Point	*Latitude*	*Longitude*
67	53° 21′ 49.731″ N	000° 43′ 36.612″ E
68	53° 22′ 31.123″ N	000° 43′ 21.156″ E
69	53° 22′ 24.719″ N	000° 44′ 59.434″ E
70	53° 21′ 52.700″ N	000° 45′ 0.546″ E

Biogenic Reef Restoration Area L

Point	*Latitude*	*Longitude*
63	53° 21′ 43.928″ N	000° 45′ 47.084″ E
64	53° 22′ 28.984″ N	000° 46′ 1.429″ E
65	53° 22′ 28.153″ N	000° 48′ 3.606″ E

Biogenic Reef Restoration Area M

Point	*Latitude*	*Longitude*
169	53° 18′ 58.945″ N	000° 51′ 27.099″ E
170	53° 19′ 48.338″ N	000° 49′ 21.912″ E
171	53° 20′ 10.572″ N	000° 49′ 12.331″ E
172	53° 20′ 9.719″ N	000° 48′ 27.666″ E
622	53° 21′ 10.112″ N	000° 49′ 46.664″ E
623	53° 21′ 7.660″ N	000° 46′ 0.500″ E

Biogenic Reef Restoration Area N

Point	*Latitude*	*Longitude*
58	53° 21′ 42.482″ N	000° 54′ 35.283″ E
59	53° 21′ 40.385″ N	000° 52′ 17.167″ E
60	53° 22′ 28.482″ N	000° 51′ 11.974″ E
61	53° 22′ 27.873″ N	000° 52′ 52.820″ E

Biogenic Reef Restoration Area O

Point	*Latitude*	*Longitude*
132	53° 21′ 28.991″ N	000° 52′ 59.849″ E
133	53° 21′ 30.092″ N	000° 55′ 34.182″ E
165	53° 20′ 23.532″ N	000° 54′ 14.849″ E
166	53° 20′ 17.139″ N	000° 54′ 1.469″ E
167	53° 20′ 23.390″ N	000° 53′ 56.111″ E
624	53° 21′ 8.990″ N	000° 55′ 50.048″ E

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Biogenic Reef Restoration Area P

Point	*Latitude*	*Longitude*
17	53° 07′ 37.765″ N	000° 59′ 12.242″ E
18	53° 13′ 9.723″ N	000° 54′ 3.794″ E
19	53° 15′ 9.191″ N	000° 55′ 41.727″ E
20	53° 13′ 25.250″ N	001° 00′ 8.828″ E

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Biogenic Reef Restoration Area Q

Point	*Latitude*	*Longitude*
1	53° 08′ 52.043″ N	000° 54′ 34.557″ E
2	53° 11′ 4.707″ N	000° 50′ 25.862″ E
3	53° 11′ 34.315″ N	000° 51′ 21.795″ E

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6. The provisions of section 72 (variation, suspension, revocation and transfer) 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 6 (benefit of the Order).

7. 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.

8. 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. The total volume of cultch forming part of the authorised scheme must not exceed 46,300 cubic metres.

Maintenance of the authorised scheme

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

(2) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(3) Maintenance works include but are not limited to recreation of biogenic reef.

(4) Where the MMO's approval is required under sub-paragraph (2), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Vessels under the undertaker's control

3.—(1) The undertaker must issue to operators of vessels under its control operating within the Order limits a code of conduct to prevent collision risk or injury to marine mammals.

(2) The undertaker must ensure appropriate co-ordination of vessels within its control operating within the Order limits so as to reduce collision risk to other vessels including advisory safe passing distances for vessels.

Extension of time periods

4. Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notification and Inspection

5.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent variations to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 10; and

(ii) the masters and offshore operations managers responsible for the vessels notified to the MMO in accordance with condition 10;

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-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 10 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 offshore operations 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 Local Office in writing at least 14 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 Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via the Kingfisher Service of Seafish portal (https://kingfisherbulletin.org/submit-notice) and sent by email to kingfisher@seafish.co.uk——

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of the authorised scheme.

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 the commencement of the licensed activities or any part of them advising of the start date of Work No. 10, and to the extent that they are carried out under this licence, Work No. 8, 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 UK Hydrographic Office within five days.

(9) The notices to mariners must be updated and reissued at weekly 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 8(1)(b). Copies of all notices must be provided to the MMO and UK Hydrographic Office within five days.

(10) The undertaker must notify the UK Hydrographic Office—

(a) of commencement of the licensed activities at least 14 days prior to commencement;

(b) of the progress of the licensed activities; and

(c) of completion of construction of the licensed activities within 14 days of completion

in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and MCA within five days.

Chemicals and debris

6.—(1) Unless otherwise agreed in writing by the MMO, all chemicals and substances, including paints and coatings, used below MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed by the MMO in writing.

(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 ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team.

(5) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(6) All dropped objects including those in sub-paragraph (5), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(7) On receipt of notification or 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 marine environment at the undertaker's expense if reasonable to do so.

Notification of unauthorised deposits

7.—(1) If the master of a vessel determines that it is necessary to make an unauthorised deposit 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.

Pre-construction plans and documents

8.—(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 the MCA, UKHO and the relevant statutory nature conservation body, which shows the proposed location of the biogenic reef, to ensure conformity with the description of Work Nos. 8 and 10 and compliance with conditions 1 to 7 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 creation of the biogenic reef comprised in the works at paragraph 3 of Part 1 (licensed marine activities) of this licence (insofar as not shown in sub-paragraph (ii) above);

(c) A construction method statement in accordance with the construction methods assessed in the environmental statement and including details of—

(i) biogenic reef installation methodology;

(ii) main contractors;

(iii) vessels and vessels transit corridors; and

(iv) associated and ancillary works.

(d) 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 four months prior to commencement of the licensed activities and to the MMO at least three months prior to commencement of the licensed activities and which must accord with the outline marine archaeological written scheme of investigation 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.

(2) Pre-construction archaeological investigations 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.

9.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 8 must be submitted for approval at least three months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) 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 8.

(3) The MMO must determine an application for approval made under condition 8 within a period of three months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 8, unless otherwise agreed in writing by the MMO.

Reporting of engaged agents, contractors and vessels

10.—(1) The undertaker must provide the following information to the MMO, unless otherwise agreed in writing by the MMO—

(a) the name, company number (if applicable), address and function of any agent, contractor or subcontractor appointed to engage in the licensed activities not less than ten working days prior to such agent or contractor commencing any licensed activity; 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, including the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(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.

SCHEDULE 17

Article 36

Hedgerows

Part 1

Removal of hedgerows

(1) Area	*(2) Reference to hedgerow*
Boston Borough Council	The hedgerow marked 1323 on sheet 27 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The hedgerow marked 1405 on sheet 33 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The hedgerow marked 719 on sheet 15 of 51 of the important hedgerows and tree preservation order plan.

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Part 2

Removal of important hedgerows

(1) Area	*(2) Reference to hedgerow*
Boston Borough Council	The important hedgerow marked 57 on sheet 3 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1986 on sheet 2 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 71 on sheets 3 and 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 91 on sheet 3 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 96 on sheets 3 and 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 99 on sheets 3 and 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 107 on sheets 3 and 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 183 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 186 on sheets 4 and 5 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 197 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 201 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 203 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 211 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 213 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1932 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1977 on sheet 4 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 157 on sheet 5 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1940 on sheet

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	5 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1969 on sheet 8 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 168 on sheet 10 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 248 on sheet 10 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 270 on sheets 10 and 11 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 305 on sheets 10 and 11 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 325 on sheet 13 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 335 on sheet 13 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1948 on sheet 17 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1015 on sheet 20 of 51 of the important hedgerows and tree preservation order plan.
East Lindsey District Council	The important hedgerow marked 1036 on sheet 21 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1954 on sheets 21 and 22 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1154 on sheet 25 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1175 on sheet 25 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1378 on sheet 33 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1380 on sheet 33 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1383 on sheet 33 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1773 on sheets 43 and 44 of 51 of the important hedgerows and tree preservation order plan.
Boston Borough Council	The important hedgerow marked 1836 on sheet 44 of 51 of the important hedgerows and tree preservation order plan.

SCHEDULE 18

Article 38

Protective Provisions

PART 1

Protection for electricity, gas, water and sewerage undertakers

Application

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 (electricity supply) of the 1989 Act (an "electricity undertaker");

(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986 (a "gas undertaker")(**a**);

(c) a water undertaker within the meaning of the Water Industry Act 1991 (a "water undertaker");

(d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991 (a "sewerage undertaker"),

for the area of the authorised development but, for the avoidance of doubt, does not include the undertakers specified in Parts 3, 4, 5, 7, 8, 9, 13, 14 or 15 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 no less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by that electricity undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by that gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that water undertaker for the purposes of water supply;

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991(**b**) at the time of the works mentioned in this Part;

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the sewerage undertaker in accordance with the Water Industry Act 1991;

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act(**c**) or an

(**a**) 1986 c.44.
(**b**) Section 51A was amended by the Water Act 2014 (c.21) and the Water Act 2003 (c.37).
(**c**) Section 102(4) was amended by paragraph 90 of Schedule 7 to the Water Act 2015 (c.21).

agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date)(**a**) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) 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.

Precedence of the 1991 Act in respect of apparatus in the street

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 (street works in England and Wales) of the 1991 Act.

No acquisition etc. except by agreement

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.

Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this part of this Schedule and any right of 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 39 (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 39 (arbitration),

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(**a**) Section 104 was amended by the Water Act 2014 (c.21), the Flood and Water Management Act 2012 (c.29), and the Water Act 2003 (c.37).

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.

Facilities and rights for alternative 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 39 (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.

Retained apparatus

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.

Expenses and costs

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 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 39 (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 of 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 and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Miscellaneous

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.

11. Any difference or dispute arising between the undertaker and the affected undertaker under this Part must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 39 (arbitration).

PART 2

Protection for operators of electronic communications code networks

1. For the protection of any operator, the following provisions, unless otherwise agreed in writing between the undertaker and the operator, have effect.

2. In this Part—

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

"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 (application of the electronics communications code) of the 2003 Act(**a**); 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.

3. The exercise of the powers of article 30 (statutory undertakers) are subject to Part 10 of Schedule 3A (the electronics communications code) to the 2003 Act.

4.—(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**) Section 106 was amended by the Digital Economy Act 2017 (c.30).

(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 and, if such consent is withheld, the undertaker has 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 39 (arbitration).

5. 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 (street works in England and Wales) 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.

6. 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

Application

1. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

2. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously;

"Anglian Water" means Anglian Water Services Limited;

"apparatus" means—

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under the Water Industry Act 1991;

(c) 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;

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water,

and includes a sludge main, disposal main 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, and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning;

"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.

On street apparatus

3. This Part of this Schedule 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.

Apparatus in stopped up streets

4. Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 12 (temporary stopping up of streets), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and 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 maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Acquisition of land

5. 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.

Removal of apparatus

6.—(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 or requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until—

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 7.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days' 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 Anglian Water reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water 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 Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best 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 Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 39, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (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 Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall before taking or requiring any further step in such substitution works, use reasonable endeavours to comply with Anglian Water’s reasonable requests for a reasonable period of time to enable Anglian Water to—

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Anglian Water 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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 39 (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 Anglian Water 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 Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation.

Retained apparatus

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water 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, sub-paragraphs (1) to (3) and (6) to (8) of paragraph 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan 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, using its best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus—

(a) 4 metres where the diameter of the pipe is less than 250 millimetres;

(b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and

(c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water in, or in connection with, the inspection, removal, 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 in this Part of this Schedule.

(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 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 39 (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 Anglian Water 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 pipe or 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.

10.—(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 6(2), or by reason of any subsidence resulting from such development or 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 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 such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional 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 with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(4) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

11. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 6(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 8(2), the undertaker must 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 Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use reasonable endeavours to co-operate with the undertaker for that purpose.

12. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

13. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

14. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

15. For the avoidance of doubt whenever Anglian Water'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.

16. Any difference or dispute arising between the undertaker and Anglian Water under this Part must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 39 (arbitration).

PART 4

Protection for the Environment Agency

1.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this part of this Schedule—

"Agency" means the Environment Agency;

"Agency dredging operation" means any operation involving a dredger employed by the Agency or its contractors that is engaged in or preparing to discharge sand into a sinker pipe;

"beach nourishment works" means work carried out annually by the Agency to nourish the existing coastline between Saltfleet and Gibraltar Point in Lincolnshire;

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is construed accordingly;

"drainage work" means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

"emergency" means any occurrence which presents a risk of—

(a) serious flooding;

(b) serious detrimental impact on drainage;

(c) serious harm to the environment;

"exempt flood risk activities" has the same meaning given in regulation 5 of the Environmental Permitting (England and Wales) Regulations 2016;

"fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" has the same meaning given in section 113 of the Water Resources Act 1991;

"plans" includes plans, sections, elevations, drawings, specifications, programmes, proposals, calculations, method statements;

"remote defence" means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

"sea defence" means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences of the Agency's area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within—

(a) 16 metres of the base of a sea defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence; or

(ii) interfere with the Agency's access to or along that sea defence or the Agency's ability to undertake works to ensure the efficacy of that sea defence;

(b) 8 metres of the base of a remote defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

(ii) interfere with the Agency's access to or along that remote defence;

(c) 16 metres of a drainage work or is otherwise likely to—

(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(ii) affect the flow, purity or quality of water in any watercourse or other surface waters

(iii) cause obstruction to the free passage of fish or damage to any fishery;

(iv) affect the conservation, distribution or use of water resources; or

(v) affect the conservation value of the main river and habitats in its immediate vicinity;

(d) 500 metres of any Agency dredging operation which is likely to interact or interfere with the Agency's beach nourishment works;

or which involves—

(e) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and

(f) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work,

but does not include exempt flood risk activities;

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

Submission and approval of plans

2.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 12.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or such later date as is agreed between the Agency and the undertaker and if further particulars have been requested pursuant to sub paragraph (1) the period between the making of this request and the provision of further particulars in response to it shall not be taken into account in the calculation of the 2 months for the purposes of this sub-paragraph; and

(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or the prevention of environmental harm in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(5) In the case of a refusal, the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

3. Without limiting paragraph 2 the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Part of Schedule 18

5.—(1) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions and where the Agency acting reasonably considers it necessary to avoid any of the risks specified in sub-paragraph (2), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within such reasonable period specified in the notice, and the undertaker must cease constructing the specified works or part thereof until such time as it has obtained the consent or complied with the condition specified in the notice served.

(2) The risks specified in sub-paragraph (1) are—

(a) risk of flooding;

(b) risk of harm to the environment;

(c) risk of detrimental impact on drainage;

(d) damage to the fishery.

(3) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(4) Subject to sub-paragraph (5) if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (3) 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, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (3) 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, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with paragraph 12.

Maintenance of works

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (4) if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on 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, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must 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 12.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and

(b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

7. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

8.—(1) If by reason of construction of the specified work or the failure of any such work, the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency immediately and provide such suitable alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction occurred and such access must be made available as soon as reasonably practicable after the undertaker becoming aware of such obstruction, except in the case of an emergency in which case the undertaker must provide such alternative means of access on demand.

(2) If by reason of stopping up or diversion of Roman Bank under the powers conferred by article 12 (temporary stopping up of streets) the Agency's access to carry out any of its statutory functions would be materially obstructed, the undertaker must facilitate continued, unrestricted access over Roman Bank for the Agency and any contractors working on its behalf, provided that the Agency gives the undertaker reasonable notice of its need to take access over any part of Roman Bank which is temporarily stopped up.

Free passage of fish

9.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage within such reasonable period specified in the notice.

(3) If the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

10. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

11.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

(a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

(a) "costs" includes—

(i) expenses and charges;

(ii) staff costs and overheads;

(iii) legal costs;

(b) "losses" includes physical damage.

(c) "claims" and "demands" include as applicable—

(i) costs (within the meaning of sub-paragraph (2)(i)) incurred in connection with any claim or demand;

(ii) any interest element of sums claimed or demanded;

(d) "liabilities" includes—

(i) contractual liabilities;

(ii) tortious liabilities (including liabilities for negligence or nuisance);

(iii) liabilities to pay statutory compensation or for breach of statutory duty;

(iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

12. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 39 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 5

Protection for the drainage authorities

1. The provisions of this Part of this Schedule have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

2. In this Part of this Schedule—

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation; and "construct" and "constructed" must be constructed accordingly;

"drainage authority" means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991;

"drainage work" means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

"ordinary watercourse" has the meaning given in section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes plans. sections, elevations, drawings, specifications, calculations and method statements;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

(a) affect any drainage work or the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;

(b) affect the flow of water in any ordinary watercourse or other surface waters;

(c) restrict access to ordinary watercourses;

(d) restrict the ability of the relevant drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side of the banks of the watercourse

(e) affect the conservation, distribution or use of water resources.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and any such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority, or determined under paragraph 11.

(4) Any approval of the relevant drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval or submission of further particulars (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and

(c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work, or for the prevention of flooding or pollution or discharge of its environmental functions.

(5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

4. Without limiting paragraph 3, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to

construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

5.—(1) Subject to sub–paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the relevant drainage authority

and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work and any protective work; and

(b) notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the relevant drainage authority and to such extent and within such limits as the relevant drainage authority may reasonably require.

(5) Subject to sub–paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub–paragraph (4) is served on 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, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub–paragraph (4) 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, the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub–paragraph (5) until the dispute has been finally determined in accordance with paragraph 11.

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works and any protective work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and any protective work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraph 10, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is reasonably necessary for such compliance and any reasonable expenditure incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must 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 11.

(5) This paragraph does not apply to-

(a) drainage works which are vested in the relevant drainage authority, or which the relevant drainage authority or another person is liable to maintain and is not prevented by the powers of the Order from doing so; and

(b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

7. If by reason of the construction of any specified work and any protective work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. If by reason of construction of the specified work the relevant drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the relevant drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

9. The undertaker must indemnify the relevant drainage authority in respect of costs, charges and expenses which the relevant drainage authority may reasonably incur by reason of—

(a) the review, examination or approval of plans under this Part of this Schedule;

(b) the inspection of the proposed location of the specified work or any protective works and the construction of the specified work or any protective works required by the relevant drainage authority under this Part of this Schedule; or

(c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works and any protective work.

10.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify the relevant drainage authority in respect of all costs and losses, liabilities proceedings, damages, expenses, claims and demands not otherwise provided for in this Schedule which may be made or taken against, recovered from or incurred by the relevant drainage authority by reason of, or arising out of—

(a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;

(b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourse; or

(c) any flooding or increased flooding of any such land

that is caused by the construction, operation or maintenance of any specified works, the protective work or the failure of any such works comprised within them or by any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works and protective works or dealing with any failure of the specified works and protective work.

(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(3) The relevant drainage authority must take such steps as are reasonably practicable to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss to which the indemnity under sub-paragraph (1) applies.

(4) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from liability under this Part of this Schedule.

(5) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the relevant drainage authority, its officers, servants, contractors or agents.

11. Any dispute arising between the undertaker and the relevant drainage authority under this Part of this Schedule, if the parties agree, must be determined by arbitration under article 39 (arbitration) but failing agreement must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

PART 6

Protection for the Harbour Authority

1. For the protection of the Harbour Authority as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Harbour Authority.

Interpretation

2. In this Part of this Schedule—

"business day" means any day other than a Saturday, a Sunday or a day on which commercial banks in London are generally closed for business other than automated business;

"Harbour Authority" means Port of Boston Limited (registered company number 02198182) being the harbour authority for the Port of Boston, as defined in the Harbours Act 1964, and includes the harbour master and its statutory successors;

"plans" includes sections, descriptions, drawings, specifications, indicative programme of works, risk assessments and method statements pertaining to the specified work;

"Port of Boston" means the harbour undertaking of the Harbour Authority vested in it by the Boston Harbour Revision Order 1989;

"specified work" means in relation to any work or operation authorised by this Order as is situated—

(a) inside of the channel width defined by the mean low water springs contour, at a depth less than or at -8m AOD; or

(b) outside of the channel width defined by the mean low water springs contour, at a depth less than or at -4m AOD;

in the river Haven within the Port of Boston or anywhere in its jurisdiction;

Submission and approval of plans

3.—(1) Before beginning to construct any work authorised by this Order within the harbour limits of the Port of Boston, the undertaker must submit to the Harbour Authority plans of the intended work and any such further particulars as the Harbour Authority may reasonably require within 20 business days of the submission of the plans. The undertaker must state whether the works are specified works or not.

(2) Any such specified work must not be constructed except in accordance with such plans and further particulars as may be approved in writing by the Harbour Authority.

(3) Any approval of the Harbour Authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) shall be deemed to be given if it is:

(i) neither given nor refused; or

(ii) refused without an indication of the grounds for refusal,

within 30 business days of the submission of the plans or where further particulars are submitted under sub-paragraph (1), within 20 business days of the submission of those further particulars; and

(c) may be given subject to such reasonable requirements or conditions as the Harbour Authority may make for the safety of navigation, including the protection for anchoring and dredging activities that may be carried on in the area of the specified works.

(4) The Harbour Authority must not withhold approval required under this paragraph except on the ground that the specified work may impact the safety of navigation.

(5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

(6) No approval is required by the Harbour Authority for work authorised by this Order other than specified work.

Construction of specified works and service of notices

4. The Harbour Authority is entitled by its officer to watch and inspect the construction of such works.

5. The undertaker must give to the Harbour Authority not less than 10 business days' notice in writing of its intention to commence construction of any work authorised by this Order and notice in writing of its completion not later than 10 business days after the date on which it is completed.

Harbour legislation

6. Subject to article 34 and the terms of this Part, nothing in this Order prejudices or derogates from any of the powers, rights or privileges, or the jurisdiction or authority, of the Harbour Authority.

7. The undertaker shall not require any further approval or licence from the Harbour Authority in respect of work approved or deemed to have been approved or settled under this Part of this

Schedule including any approval or licence specified to be required by the local enactments and local byelaws set out in article 34(1).

PART 7

Protection for National Grid Electricity Transmission Plc

Application

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 6 (benefit of the Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc 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 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 (but without prejudice to paragraph 11(3)(b).

Interpretation

2. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

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

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties. Evidence of that insurance must be provided to National Grid Electricity Transmission Plc on request. Such insurance must be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance must 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 a sum to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties;

"acceptable security" means either:

(a) a parent company guarantee or guarantees from any parent company or companies of the undertaker 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 in an amount to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties (in a form reasonably satisfactory to

National Grid Electricity Transmission Plc and where the relevant parent company is incorporated in a jurisdiction outside of the United Kingdom, accompanied with a legal opinion confirming the due capacity and authorisation of such 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 to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties (in a form reasonably satisfactory to National Grid Electricity Transmission Plc);

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

(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 electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus constructed as part of the Proposed NGET Projects, whether temporary or permanent ("Proposed NGET Projects apparatus");

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) 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 this Part of this Schedule includes 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;

"EGL3" means the Eastern Greenlink 3 Project;

"EGL4" means the Eastern Greenlink 4 Project;

"functions" includes powers and duties;

"Grimsby to Walpole" means the Grimsby to Walpole Project;

"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, requires 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 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 the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc: 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;

"NESO" means as defined in the STC;

"NGET offshore buffer zone" means the areas identified as the EGL3 offshore buffer zone, and the EGL4 offshore buffer zone on the NGET protective provisions offshore buffer zone plan;

"NGET protective provisions offshore buffer zone plan" means the plan entitled NGET protective provisions offshore buffer zone plan and certified as the NGET protective provisions offshore buffer zone plan for the purposes of this Part of this Schedule;

"NGET protective provisions plan" means the plan entitled NGET protective provisions plan and certified as the NGET protective provisions plan for the purposes of this Part of this Schedule;

"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 has been approved by National Grid Electricity Transmission Plc acting reasonably;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(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".

"Proposed NGET Projects" means together: EGL3, EGL4 and Grimsby to Walpole;

"Proposed NGET Projects Sites" include—

(a) land on which any Proposed NGET Projects apparatus is situated; and

(b) land on which Proposed NGET Projects apparatus is anticipated to be situated (in so far as the same has at any time been notified by National Grid Electricity Transmission Plc in writing to the undertaker);

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

"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;

"Transmission Owner" means as defined in the STC;

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

Interaction with the Proposed NGET Projects

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 carrying out, maintenance and operation of the authorised development and the Proposed NGET Projects. For the purposes of this paragraph, "reasonable endeavours" means—

(a) undertaking consultation with National Grid Electricity Transmission Plc on detailed design and programming of the authorised works, taking into account such reasonable representations as National Grid Electricity Transmission Plc may provide in relation to proposed plans and timetables;

(b) having regard to the anticipated programme of works for the Proposed NGET Projects and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of the authorised works and the Proposed NGET Projects where reasonably possible;

(c) where possible, and subject to National Grid Electricity Transmission Plc having all necessary consents and rights in place, undertaking the placing of ducting or making provision for the Proposed NGET Projects; and

(d) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised works.

On Street Apparatus

4. Except for paragraphs 5 (apparatus of National Grid Electricity Transmission Plc in stopped up streets), 9 (retained apparatus: protection), 10 (expenses) and 11 (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 stopped up streets

5. Notwithstanding the temporary stopping up or diversion of any streets under the powers of article 11 (temporary stopping up of public rights of way) and Article 12 (temporary stopping up of streets), National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such stopped up 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 the stopping up or diversion was in that street.

Acquisition of land

6.—(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 of National Grid Electricity Transmission Plc; 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) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing acquire any land shown coloured purple on the NGET protective provisions plan.

(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) 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 prevails.

(5) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 9 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

7.—(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 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 satisfaction (taking into account paragraph 8(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, National Grid Electricity Transmission Plc may in its sole discretion, 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.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker.

(5) National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed, 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

8.—(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 Grid Electricity Transmission Plc and must be no 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 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 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 15 (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

9.—(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 specified 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 by the specified works prior to, during and post construction;

(c) details of load bearing capacities of the 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 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) 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, 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.

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

(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, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(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 works, 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 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 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 (11) at all times.

(12) 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, HSE's guidance note 6 "Avoidance of Danger from Overhead Lines" and National Grid's Technical Guidance Note 287 "Third-party guidance for working near National Grid Electricity Transmission Equipment".

Expenses

10.—(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 30 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses 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 authorised works including without limitation—

(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 7(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc;

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

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

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (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) 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) 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

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided, or in the supply of any goods, 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) 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) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption and National Grid Electricity Transmission Plc becoming liable to any third party and including STC Claims or an Incentive Deduction other than arising from any default of National Grid Electricity Transmission Plc.

(2) 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 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 carries out the works 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 National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;

(b) any authorised 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 6 (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 11; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Grid Electricity Transmission Plc must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability 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.

(5) 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.

(6) National Grid Electricity Transmission Plc must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid Electricity Transmission Plc's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid Electricity Transmission Plc's control and if reasonably requested to do so by the undertaker National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid 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 will 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 will 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 prevents National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

12. 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

13.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 7(2) or National Grid Electricity Transmission Plc 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 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 use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt 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.

(3) National Grid must supply the undertaker with regular updates in relation to the Proposed NGET Projects and the Proposed NGET Projects Sites including (but not limited to) providing plans for the Proposed NGET Projects and the anticipated programme of works for the Proposed NGET Projects.

Access

14. If in consequence of the agreement reached in accordance with paragraph 6(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 National Grid Electricity Transmission Plc to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under paragraph 7(2), 7(4) 8(1) and 9 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 39 (arbitration).

Notices

16. Notwithstanding article 47 (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 9 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.

Restriction on authorised development

17. No part of Work No. 9 (artificial nesting structures) shall be erected within or within 500m of the NGET offshore buffer zone unless otherwise mutually agreed in writing between NGET and the undertaker, both parties acting reasonably.

PART 8

Protection for National Gas Transmission Plc

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas, where the benefit of this Order is transferred or granted to another person under article 6 (*benefit of the Order*)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Gas 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) (b) written notice of the transfer or grant must be given to National Gas 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 Gas (but without prejudice to 11(3)b).

Interpretation

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 must be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance must include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Gas;

(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 Gas to cover the undertaker's liability to National Gas to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Gas and where required by National Gas, 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 Gas to cover the undertaker's liability to National Gas 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 Gas);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Gas to enable National Gas to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any mains, pipes or other apparatus belonging to or maintained by National Gas for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) 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 this Part of this Schedule 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;

"functions" includes powers and duties;

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

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

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

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

"maintain" and "maintenance" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Gas: construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Gas" means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Network Code" means the network code prepared by National Gas pursuant to Standard Special Condition A11(3) of its Gas Transporter's Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas's Gas Transporters Licence, as both documents are amended from time to time;

"Network Code Claims" means any claim made against National Gas by any person or loss suffered by National Gas under the Network Code arising out of or in connection with any failure by National Gas to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as

a result of the authorised works or any costs and/or expenses incurred by National Gas as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which may arise as a result of the authorised works;

"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 has been approved by National Gas acting reasonably;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise; and/or

(b) 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; and/or

(c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22".)

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

On Street Apparatus

3. Except for paragraphs 4 (apparatus of National Gas in stopped up streets), 8 (retained apparatus: protection), 9 (expenses) and 10 (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 Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Gas in stopped up streets

4. Notwithstanding the temporary stopping up or diversion of any streets under the powers of article 11 (temporary stopping up of public rights of way) or article 12 (temporary stopping up of streets), National Gas is at liberty at all times to take all necessary access across any such stopped up 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 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—

(a) appropriate or acquire or take temporary possession of any land or apparatus of National Gas; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Gas,

otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Gas 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 Gas or affect the provisions of any enactment or agreement regulating the relations between National Gas 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 Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas unless otherwise agreed by National Gas, 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) Save where otherwise agreed in writing between National Gas and the undertaker, the undertaker and National Gas 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 Gas and/or other enactments relied upon by National Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule prevails.

(4) Any agreement or consent granted by National Gas under paragraph 8 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

6.—(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 Gas 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 Gas 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 Gas 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 Gas 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 Gas 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, National Gas may in its sole discretion, 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 Gas to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Gas and the undertaker.

(5) National Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties

and the grant to National Gas 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 National Gas 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 Gas and must be no less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Gas.

(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 less favourable on the whole to National Gas 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 14 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

8.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Gas a plan and, if reasonably required by National Gas, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Gas under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the specified 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;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must consider the existing pipeline's cathodic protection system and provide an earthing assessment where required by National Gas.

(4) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until National Gas has given written approval of the plan so submitted.

(5) Any approval of National Gas required under sub-paragraph (4)—

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

(b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply, National Gas 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.

(7) Works executed under sub-paragraphs (1) or (2) 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 Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Gas will be entitled to watch and inspect the execution of those works.

(8) Where National Gas requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Gas's satisfaction prior to the commencement of any specified works for which protective works are required and National Gas must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Gas 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, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(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 National Gas 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;

(12) At all times when carrying out any works authorised under the Order National Gas must comply with National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that National Gas retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 9.

Expenses

9.—(1) Save where otherwise agreed in writing between National Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas within 30 days of receipt of an invoice or claim from National Gas all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Gas 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 including without limitation—

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

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas;

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

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

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 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 Gas by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) Any amount which apart from this sub-paragraph would be payable to National Gas 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 Gas 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 works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Gas, or there is any interruption in any

service provided, or in the supply of any goods or energy, by National Gas, or National Gas becomes liable to pay any amount to any third party, the undertaker will—

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

(b) indemnify National Gas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas, by reason or in consequence of any such damage or interruption or National Gas becoming liable to any third party and including Network Code Claims other than arising from any default of National Gas.

(2) The fact that any act or thing may have been done by National Gas on behalf of the undertaker or in accordance with a plan approved by National Gas or in accordance with any requirement of National Gas or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) unless National Gas 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 National Gas, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Gas 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 6 (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; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Gas must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability 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.

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

(6) National Gas must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Gas's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Gas's control and, if reasonably requested to do so by the undertaker, National Gas must provide an explanation of how the claim has been minimised, where relevant.

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

(a) unless and until National Gas 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 will 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 Gas has confirmed the same to the undertaker in writing; and

(b) unless and until National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Gas that it will 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 Gas has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with 10(7) of this Part of this Schedule, nothing in this Part of this Schedule prevents National Gas from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

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 National Gas 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 Gas 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 part of the authorised works, the undertaker or National Gas requires the removal of apparatus under paragraph 6(2) or National Gas makes requirements for the protection or alteration of apparatus under paragraph 8, 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 works and taking into account the need to ensure the safe and efficient operation of National Gas's undertaking and National Gas must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Gas'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 National Gas 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 National Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas, be determined by arbitration in accordance with article 39 (arbitration).

Notices

15. Notwithstanding article 47 (service of notices), any plans submitted to National Gas by the undertaker pursuant to paragraph 8 must be submitted to https://lsbud.co.uk/ or such other address as National Gas may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 9

Protection for Cadent Gas Limited

Application

1. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

2. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipelines, pipes, pressure governors, ventilators, cathodic protection (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to, or maintained by, Cadent for the purposes of Cadent's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent's undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) of the 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;

"Cadent" means Cadent Gas Limited (Company Number 10080864) whose registered office is at Cadent, Pilot Way, Ansty, Coventry, England, CV7 9JU and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent as a public gas transporter within the meaning of Section 7 of the Gas Act 1986;

"commence" and "commencement" in this Part of this Schedule include any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and intrusive investigations for the purpose of assessing ground conditions;

"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;

"facilities and rights" for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

"functions" includes powers and duties;

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

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

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

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

"maintain" and "maintenance" include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent: retain, lay, construct, inspect, protect, access, enlarge, replace, renew, decommission or render unusable or remove the apparatus;

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

"rights" includes restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise;

(b) 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; or

(c) include any of the activities that are referred to in CD/SP/SSW/22 Cadent's policies for safe working in proximity to gas apparatus Specification for safe working in the vicinity of Cadent Assets.

On street apparatus

3.—(1) This Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act, except for—

(a) paragraphs 4 (apparatus of Cadent in stopped up streets), 8 (retained apparatus: protection of Cadent), 9 (expenses) and 10 (indemnity); and

(b) where sub-paragraph (2) applies, paragraphs 6 (removal of apparatus) and 7 (facilities and rights for alternative apparatus).

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

(3) Notwithstanding any powers in the Order, section 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

(4) The Protective Provisions in this Part of this Schedule apply and take precedence over article 10 of the Order.

Apparatus of Cadent in stopped up streets

4.—(1) Where any street is stopped up under the Order, if Cadent has any apparatus in the street or accessed via that street Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Cadent, or procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway, but nothing in this paragraph affects any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 6.

(2) Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 11 (temporary stopping up of public rights of way) or article 12 (temporary stopping up of streets), Cadent will be at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of 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 may not appropriate or acquire any interest in land owned by Cadent or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land of Cadent otherwise than by agreement with Cadent.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out or maintenance of any part of the authorised works (or in such other timeframe as may be agreed between Cadent 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 Cadent and/or affects the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to procure and/or secure the consent to 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) Where:

(a) Cadent has provided its written approval of the specified works under paragraph 8;

(b) approval of the specified works is determined to have been given by Cadent under paragraph 14; or

(c) approval of the authorised works is not required under paragraph 8,

upon request by the undertaker, Cadent must take such reasonable action as is necessary in order to confirm Cadent's approval or consent pursuant to any lease, licence, easement, deed, notice or other property document, including the written communication of Cadent's consent to the relevant works to any third party as may be required under the terms of any easement or other interest in land of Cadent affecting the relevant works.

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

(5) Any agreement or consent granted by Cadent under paragraph 7 or any other paragraph of this Part of this Schedule, will be taken to constitute agreement under sub-paragraph (1).

(6) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(7) Where an undertaker acquires the freehold of any land which is subject to any easement or other interest in land held by Cadent which is registrable and the provisions of paragraph 6 do not apply, the undertaker must, unless Cadent agrees otherwise—

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

6.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 5, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished or interfered with until alternative apparatus has been constructed, is in operation, and the facilities and rights referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent (acting reasonably) and in accordance with sub-paragraphs (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 Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Cadent to its satisfaction (taking into account paragraph 7(1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If 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, Cadent may, 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 assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) 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 Cadent and the undertaker or settled by arbitration.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed or settled, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) to Cadent's satisfaction, acting reasonably, proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or 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 Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) 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 Cadent (in Cadent's opinion, acting reasonably) than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed, then the terms and conditions to which those facilities and rights are subject will be referred to arbitration in accordance with paragraph 14 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

8.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the specified 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;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent given under sub-paragraph (3)—

(a) may be given subject to reasonable conditions; and

(b) must not be unreasonably withheld or delayed.

(5) For the purposes of sub-paragraph (4)(b) it will be deemed to be reasonable for any approval to be refused if Cadent considers that the specified works would:

(a) cause material interference with or material risk of damage to its apparatus; or

(b) prevent access to its apparatus at any time.

(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply Cadent may require such modifications to be made to the plan 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—

(a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and Cadent; and

(b) all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works where reasonably practicable to do so and in accordance with any relevant health and safety legislation.

(8) Where Cadent 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 Cadent's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(9) If Cadent, 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 6(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 specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works (including such an event attributable to its maintenance)—

(a) the undertaker must implement an appropriate ground mitigation scheme; and

(b) Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 9.

(12) 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 Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) Sub-paragraph (13) at all times.

(13) In this paragraph, "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

(14) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent Assets CAD//SP/SSW/22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

Expenses

9.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent within 30 days of receipt of an invoice or claim all charges, costs and expenses reasonably anticipated or reasonably and properly incurred by Cadent 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 Cadent in connection with the negotiation and/or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers under this Order transferred to or benefitting Cadent;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

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

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;

(g) any watching brief pursuant to sub-paragraph 8(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 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 Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) Any amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

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 (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) 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 the undertaker) 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 Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from Cadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, compensation or costs incurred by, paid by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Cadent 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 Cadent, its officers, servants, contractors or agents; and

(b) any part of the authorised works carried out by Cadent in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 6 (benefit of the Order) of the Order.

(4) Cadent must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability 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.

(5) Cadent must use its reasonable endeavours 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, Cadent must provide an explanation of how the claim has been minimised. The undertaker is only liable under this paragraph for claims reasonably incurred by Cadent.

Enactments and agreements

11. Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

12.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 6(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 8, 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 works and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent'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, Cadent's consent must not be unreasonably withheld or delayed.

Access

13. If in consequence of any agreement reached in accordance with paragraph 5(1) or the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Save for differences or disputes arising under sub-paragraphs 6(2) and 6(4) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 39 (arbitration).

Notices

15. Notwithstanding article 47 (service of notices), any plans submitted to Cadent by the undertaker pursuant to paragraph 8(1) must be sent via email to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com copied by e-mail to toby.feirn@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 10

Protection for Network Rail Infrastructure Limited

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

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

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

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 4 (Power to maintain the authorised project) in respect of such works.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

4.—(1) The undertaker must not exercise the powers conferred by—

(a) article 3 (development consent etc. granted by the Order);

(b) article 4 (power to maintain the authorised project);

(c) article 17 (discharge of water);

(d) article 18 (authority to survey and investigate the land onshore);

(e) article 20 (compulsory acquisition of land);

(f) article 22 (compulsory acquisition of rights);

(g) article 23 (private rights);

(h) article 26 (acquisition of subsoil only or airspace only);

(i) article 28 (temporary use of land for carrying out the authorised project);

(j) article 29 (temporary use of land for maintaining authorised project);

(k) article 30 (statutory undertakers);

(l) article 36 (felling or lopping of trees and removal of hedgerows);

(m) article 37 (trees subject to tree preservation orders);

(n) the powers conferred by section 11(3) (power of entry) of the 1965 Act;

(o) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;

(p) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

(q) any powers in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 30 (statutory undertakers), or article 23 (private rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

5.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and

safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property;

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property;

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

7. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker not less than 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under

paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

10. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 39 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property,

the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

13. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

14. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

15.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands; and

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and

(c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands and use reasonable endeavors to provide the Undertaker with any correspondence (subject to confidentiality requirements, laws and obligations) associated with mitigating liabilities.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) In no circumstances is the Undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the Undertaker under that sub-paragraph include a sum equivalent to the relevant costs in circumstances where—

(a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and

(b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the Undertaker, but not otherwise.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub paragraph (4).

(7) In this paragraph—

"the relevant costs" means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

16. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

17. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

18. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works and land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

19. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

20. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 6 (benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

21. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 40 (certification of plans etc.) are

certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

22. In relation to any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 11) the provisions of article 39 (Arbitration) shall not apply and—

(a) any dispute or difference arising between the parties as to their respective rights, duties and obligations under these provisions or as to any matters arising out of it or in connection with the subject matters of these provisions must, in the first instance, be referred to a representative of Network Rail and a representative of the undertaker, each of whom holding a senior management position. Those representatives shall meet as soon as possible and shall endeavour in good faith to resolve any dispute or difference amicably.

(b) The representative of the undertaker shall be the relevant programme Director(s) and the representative of Network Rail shall be the Director, Route Asset Management or, in either case, such other person as may be notified to the other party from time to time.

(c) Any dispute or difference arising between the parties as to their respective rights, duties and obligations (other than a dispute as to land compensation which must be referred to the Upper Tribunal), which cannot be resolved as set out above is to be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

PART 11

Protection for Perenco Gas (UK) Limited, Perenco North Sea Limited, Everard Energy Limited, Ithaca MA Limited, and RockRose (UKCS2) Limited

Application

1. The following provisions apply for the protection of the owner from time to time of the Excalibur Assets, the Galahad Assets, the Lancelot Assets, the Malory Assets, the Pickerill Assets and the Waveney Assets, unless otherwise agreed in writing between the undertaker and relevant owner.

Interpretation

2. In this Part of this Schedule—

"array area" means the area delineated red hatching and annotated and shown as the array area on the Perenco protective provisions plan;

"assets" means the Excalibur Assets, the Galahad Assets, the Lancelot Assets, the Malory Assets, the Pickerill Assets and the Waveney Assets;

"aviation corridor" means the 1400 metre wide corridor of clear airspace (measured tip to tip from one wind turbine generator to another) as shown delineated in grey and annotated and shown as the 'aviation corridor' on the Perenco protective provisions plan;

"block" means a block of the United Kingdom Continental Shelf designated as such on the map deposited at the principal office of the North Sea Transition Authority;

"co-existence and proximity agreement" means an agreement entered on reasonable terms between the undertaker and the owner in respect of the undertaker's works and owner's works to reconcile and protect the interests of the parties as are known at the time to secure the implementation of the undertaker's works and the owner's works;

"Excalibur Assets" means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Excalibur Licence or, following relinquishment of the Excalibur Licence, the facilities and infrastructure subject to a

decommissioning programme related to the Excalibur Licence approved by OPRED, including the Excalibur platform annotated as the 'Excalibur Platform' on the Perenco protective provisions plan;

"Excalibur Licence" means United Kingdom Petroleum Production Licence P461 in respect of block 48/12c and United Kingdom Petroleum Production Licence P025 in respect of block 48/17a and 48/17b in relation to the Excalibur Assets;

"Excalibur to Lancelot communications line" means the communication line between the Excalibur Assets and the Lancelot Assets as shown coloured pink and annotated and shown as the 'Excalibur to Lancelot communications line' on the Perenco protective provisions plan;

"Galahad Assets" means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Galahad Licence or, following relinquishment of the Galahad Licence, the facilities and infrastructure subject to a decommissioning programme related to the Galahad Licence approved by OPRED, including the Galahad platform annotated as the 'Galahad Platform' on the Perenco protective provisions plan;

"Galahad Decommissioning Programme" means the decommissioning programme as approved by OPRED and as amended from time to time for the decommissioning of the Galahad Assets;

"Galahad Licence" means the now surrendered United Kingdom Petroleum Production Licence P142 in respect of blocks 48/12a (ALL) and 48/13b (Excluded Area Includes Galahad) in relation to the Galahad Assets;

"Galahad marine corridor" means a 1000 metre wide corridor (being 500 metres either side of the 12 inch diameter Galahad pipeline PL1166 (measured from the centre line of the pipeline)) as shown delineated in black and coloured red and annotated and shown as the 'Galahad marine corridor' on the Perenco protective provisions plan;

"Galahad Works" means the decommissioning of the Galahad Assets in accordance with the Galahad Decommissioning Programme, but excluding any post-decommissioning monitoring and evaluation;

"Galahad WTG exclusion zone" means an area of 1200 metre radius measured from the centre of the Galahad Assets production helideck and shown delineated in grey and coloured blue and annotated and shown as the 'Galahad WTG exclusion zone' on the Perenco protective provisions plan;

"Lancelot Assets" means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Lancelot Licence or, following relinquishment of the Lancelot Licence, the facilities and infrastructure subject to a decommissioning programme related to the Lancelot Licence approved by OPRED, including the Lancelot platform annotated as the 'Lancelot Platform' on the Perenco protective provisions plan;

"Lancelot Licence" means United Kingdom Petroleum Production Licence P25 in respect of blocks 48/17a (HDLA) and 48/18a (HDLA) and United Kingdom Petroleum Production Licence P463 in respect of block 48/17b (LANCE) in relation to the Lancelot Assets;

"Lancelot to Waveney communications line" means the communication line between the Lancelot Assets and the Waveney Assets as shown coloured light blue and annotated and shown as the 'Lancelot to Waveney communications line' on the Perenco protective provisions plan;

"licences" means the Excalibur Licence, the Galahad Licence, the Lancelot Licence, the Malory Licence, the Pickerill Licence and the Waveney Licence;

"licensee" means the licensee from time to time of the relevant licences;

"Malory Assets" means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Malory Licence or, following relinquishment of the Malory Licence, the facilities and infrastructure subject to a decommissioning programme related to the Malory Licence approved by OPRED, including the Malory platform annotated as the 'Malory Platform' on the Perenco protective provisions plan;

"Malory Licence" means United Kingdom Petroleum Production Licence P461 in respect of blocks 48/12f (REST) and 48/12c (REST) and United Kingdom Petroleum Production Licence P844 in respect of block 48/12d (F) in relation to the Malory Assets;

"Malory marine corridor" means a 1000 metre wide corridor as shown cross-hatched blue and annotated and shown as the 'Malory marine corridor' on the Perenco protective provisions plan;

"Malory to Excalibur communications corridor" means two overlapping cylindrical shaped corridors, each with a 142 metre radius cross section, centred on outermost corners of the platform forming part of the Malory Assets, and following the communication line between the Malory Assets and the Excalibur Assets (said communication line as shown coloured orange and annotated and shown as the 'Malory to Excalibur communications line' on the Perenco protective provisions plan) in the axial direction to the outermost corners of the of the platform forming part of the Excalibur Assets as shown shaded grey on the inset plan annotated as 'the Malory to Excalibur communications corridor inset plan' on the Perenco protective provisions plan, insofar as said communications corridor is within the array area;

"Malory Works" means the operation of the Malory Assets in accordance with the Malory Licence and the decommissioning of the Malory Assets in accordance with a decommissioning programme to be approved by OPRED and as amended from time to time, but excluding any post-decommissioning monitoring and evaluation;

"Malory WTG exclusion zone" means an area of 2500 metre radius measured from the centre of the Malory Assets production helideck and shown delineated grey and coloured green and annotated and shown as the 'Malory WTG exclusion zone' on the Perenco protective provisions plan;

"ministerial statement" means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

"owner" means the licensee until such time as the relevant licences are relinquished following cessation of production at the relevant assets, and thereafter the party responsible for decommissioning the relevant facilities and infrastructure in accordance with a decommissioning programme approved by OPRED until such time as the OPRED notice is issued;

"owner's works" means the Galahad Works, the Malory Works and the Pickerill Works;

"OPRED" means the Offshore Petroleum Regulator for Environment and Decommissioning;

"OPRED notice" means a letter or notice from OPRED confirming the acceptance of the close-out report submitted by or on behalf of the relevant owner indicating that OPRED is satisfied that the permanent decommissioning of the Galahad Assets, the Malory Assets or the Pickerill Assets has been completed;

"Perenco protective provisions plan" means the plan entitled the Perenco protective provisions plan and certified as the Perenco protective provisions plan for the purposes of this Part of this Schedule;

"Pickerill Assets" means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Pickerill Licence or the facilities and infrastructure subject to the Pickerill Decommissioning Programme, including the Pickerill A platform annotated as the 'Pickerill A Platform' and the Pickerill B platform annotated as the 'Pickerill B Platform' on the Perenco protective provisions plan;

"Pickerill Decommissioning Programme" means the decommissioning programme as approved by OPRED and as amended from time to time for the decommissioning of the facilities and infrastructure related to the Pickerill Licence;

"Pickerill Licence" means the United Kingdom Petroleum Production Licence P37, Licence P460, Licence P461 and Licence P463 in respect of block 48/11A, block 48/11B, block 48/12c and block 48/17f in respect of the Pickerill Assets;

"Pickerill marine corridor" means a 1000 metre wide corridor (being 500 metres either side of the 16 inch diameter Pickerill pipeline PL816 and the 24 inch diameter Pickerill pipeline

PL818 (measured from the centre line of each pipeline)), as shown cross-hatched black and annotated and shown as the 'Pickerill marine corridor' on the Perenco protective provisions plan;

"Pickerill Works" means the decommissioning of the Pickerill Assets in accordance with the Pickerill Decommissioning Programme, but excluding any post-decommissioning monitoring and evaluation;

"relevant activities" means all development activity relating to the carrying on of the undertaker's works and owner's works within, or adjacent to the aviation corridor, the communications corridor, the marine corridor or a WTG exclusion zone, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks;

"relevant marine corridor" means—

(a) the Galahad marine corridor in respect of Galahad Assets;

(b) the Malory marine corridor in respect of the Malory Assets; and

(c) the Pickerill marine corridor in respect of the Pickerill Assets;

"undertaker's works" means the offshore works permitted by this Order;

"Waveney Assets" means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Waveney Licence or, following relinquishment of the Waveney Licence, the facilities and infrastructure subject to a decommissioning programme related to the Waveney Licence approved by OPRED, including the Waveney platform annotated as the 'Waveney Platform' on the Perenco protective provisions plan;

"Waveney Licence" means United Kingdom Petroleum Production Licence P780 in respect of block 48/17c (ALL) in respect of the Waveney Assets;

"West Sole A to Excalibur communications corridor" means two overlapping cylindrical shaped corridors, each with—

(a) a 25 metre radius cross section, centred on the outermost corners of the West Sole A platform (located in the area annotated and shown as the 'West Sole A Platform on the Perenco protective provisions plan) and following the communication line between the West Sole A platform and the Excalibur Assets (said communication line as shown coloured dark blue and annotated and shown as the 'West Sole A to Excalibur communications line' on the Perenco protective provisions plan) in the axial direction from the point 7 kilometres from the outermost corners of the platform forming part of the West Sole A platform to the point 7 kilometres from the outermost corners of the platform forming part of the Excalibur Assets, as shown shaded blue on the inset plan annotated as 'the West Sole A to Excalibur communications corridor inset plan' on the Perenco protective provisions plan; and

(b) a 85 metre radius cross section, centred on the outermost corners of the platform forming part of the Excalibur Assets, and following the communication line between the Excalibur Assets and the West Sole A platform (said communication line as shown coloured dark blue and annotated and shown as the 'West Sole A to Excalibur communications line' on the Perenco protective provisions plan) in the axial direction for 7 kilometres from the outermost corners of the platform forming part of the Excalibur Assets, as shown shaded grey on the inset plan annotated as 'the West Sole A to Excalibur communications corridor inset plan' on the Perenco protective provisions plan;

insofar as said communications corridor is within the array area;

"West Sole A to Lancelot communications corridor" means two overlapping cylindrical shaped corridor, each with a 19.5 metre radius cross section, centred on the outermost corners of the West Sole A platform (located in the area annotated and shown as the 'West Sole A Platform on the Perenco protective provisions plan) and following the communications line between the West Sole A platform and the Lancelot Assets (said communication line as shown coloured green and annotated and shown as the 'West Sole A to Lancelot communications line' on the Perenco protective provisions plan) in the axial direction to the outermost corners

of the of the platform forming part of the Lancelot Assets as shown shaded blue on the inset plan annotated as 'the West Sole A to Lancelot communications corridor inset plan' on the Perenco protective provisions plan, insofar as said communications corridor is within the array area;

"West Sole A to Malory communications corridor" means two overlapping cylindrical shaped corridors, each with a 180 metre radius cross section, centred on the outermost corners of the West Sole A platform (located in the area annotated and shown as the 'West Sole A Platform on the Perenco protective provisions plan) and following the communication line between the West Sole A platform and the Malory Assets (said communication line as shown coloured yellow and annotated and shown as the 'West Sole A to Malory communications line' on the Perenco protective provisions plan) in the axial direction to the outermost corners of the platform forming part of the Malory Assets, as shown shaded grey on the inset plan annotated as 'the West Sole A to Malory communications corridor inset plan' on the Perenco protective provisions plan, insofar as said communications corridor is within the array area;

"West Sole C to Malory communications corridor" means two overlapping cylindrical shaped corridors, each with—

(a) a 17 metre radius cross section, centred on the outermost corners of the West Sole C platform (located in the area annotated and shown as the 'West Sole C Platform on the Perenco protective provisions plan) and following the communication line between the West Sole C platform and the Malory Assets (said communication line as shown coloured purple and annotated and shown as the 'West Sole C to Malory communications line' on the Perenco protective provisions plan) in the axial direction from the point 7 kilometres from the outermost corners of the West Sole C platform to the point 7 kilometres from the outermost corners of the platform forming part of the Malory Assets, as shown shaded blue on the inset plan annotated as 'the West Sole C to Malory communications corridor inset plan' on the Perenco protective provisions plan; and

(b) a 60 metre radius cross section, centred on the outermost corners of the platform forming part of the Malory Assets and following the communication line between the Malory Assets and the West Sole C platform (said communication line as shown coloured purple and annotated and shown as the 'West Sole C to Malory communications line' on the Perenco protective provisions plan) in the axial direction for 7 kilometres from the outermost corners of the Malory platform as shown shaded grey on the inset plan annotated as 'the West Sole C to Malory communications corridor inset plan' on the Perenco protective provisions plan;

insofar as said communications corridor is within the array area;

Restriction on authorised development

3.—(1) Prior to the completion of the Malory works—

(a) no foundation (excluding scour protection) of any wind turbine generator, offshore accommodation platform or offshore transformer substation or any permanent ancillary works shall be erected in the Malory marine corridor;

(b) no cable protection shall exceed 5% of navigable depth referenced to Chart Datum in the Malory marine corridor, unless otherwise approved by the MMO under condition 13)(1)(d)(ii)(bb) of the deemed marine licences set out in Schedule 10 (deemed licence under the 2009 Act – generation assets) and Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets); and

(c) no part of any wind turbine generator shall be erected in the aviation corridor or the Malory WTG exclusion zone,

unless otherwise agreed in writing between the owner and the undertaker.

(2) Prior to completion of the Galahad works—

(a) no foundation (excluding scour protection) of any wind turbine generator, offshore accommodation platform or offshore transformer substation or any permanent ancillary works shall be erected in the Galahad marine corridor;

(b) no cable protection shall exceed 5% of navigable depth referenced to Chart Datum in the Galahad marine corridor, unless otherwise approved by the MMO under condition 13)(1)(d)(ii)(bb) of the deemed marine licences set out in Schedule 10 (deemed licence under the 2009 Act – generation assets) and Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets); and

(c) no part of any wind turbine generator shall be erected in the Galahad WTG exclusion zone,

unless otherwise agreed in writing between the owner and the undertaker.

(3) Prior to completion of the Pickerill works—

(a) no foundation (excluding scour protection) of any wind turbine generator, offshore accommodation platform or offshore transformer substation or any permanent ancillary works shall be erected in the Pickerill marine corridor; and

(b) no cable protection shall exceed 5% of navigable depth referenced to Chart Datum in the Pickerill marine corridor, unless otherwise approved by the MMO under condition 13)(1)(d)(ii)(bb) of the deemed marine licences set out in Schedule 10 (deemed licence under the 2009 Act – generation assets) and Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets)

unless otherwise agreed in writing between the owner and the undertaker.

(4) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole C to Malory communications corridor—

(a) no tower forming part of any wind turbine generator shall be erected in the West Sole C to Malory communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and

(b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole C to Malory communications corridor until the owner has approved the details to be submitted under paragraph 4.

(5) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole A to Lancelot communications corridor, and the Lancelot to Waveney communications line—

(a) no tower forming part of any wind turbine generator shall be erected in the West Sole A to Lancelot communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and

(b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole A to Lancelot communications corridor until the owner has approved the details to be submitted under paragraph 4.

(6) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole A to Excalibur communications corridor and the Excalibur to Lancelot communications line—

(a) no tower forming part of any wind turbine generator shall be erected in the West Sole A to Excalibur communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and

(b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole A to Excalibur communications corridor until the owner has approved the details to be submitted under paragraph 4.

(7) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole A to Malory communications corridor—

(a) no tower forming part of any wind turbine generator shall be erected in the West Sole A to Malory communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and

(b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole A to Malory communications corridor until the owner has approved the details to be submitted under paragraph 4.

(8) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the Malory to Excalibur communications corridor—

(a) no tower forming part of any wind turbine generator shall be erected in the Malory to Excalibur communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and

(b) no blades forming part of any wind turbine generator shall be erected in the in the Malory to Excalibur communications corridor until the owner has approved the details to be submitted under paragraph 4.

(9) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole C to Malory communications corridor, the West Sole A to Lancelot communications corridor, the West Sole A to Excalibur communications corridor, the West Sole A to Malory communications corridor or the Malory to Excalibur communications corridor, if any blades forming part of any wind turbine generator prevents the transmission and reception of microwave links within the relevant communication corridor to substantially the same level of performance, reliability and redundancy as existed before the erection of such blades forming part of any wind turbine generator—

(a) the owner shall notify the undertaker of such interference and provide the undertaker with evidence demonstrating that the transmission and reception of microwave links within the relevant communication corridor is not operating at substantially the same level of performance, reliability and redundancy as existed before the erection of such blades forming part of any wind turbine generator;

(b) the undertaker shall procure as soon as is reasonably practicable that such blades will be locked in a position that they do not have any part within the relevant communications corridor until such interference is remediated to the reasonable satisfaction of the owner, provided that, without prejudice to paragraph 3(9)(c), the owner shall, as soon as reasonably practicable upon discovering such interference, use reasonable endeavours to explore opportunities to maintain the transmission and reception between the relevant platforms of microwave links with a substantially similar level of performance, reliability and redundancy to the microwave link affected by temporarily utilising another available and existing communications line and, after identifying and successfully testing such option, the owner shall notify the undertaker that such blades do not require to be locked in a position that they do not have any part within the relevant communications corridor; and

(c) the owner and undertaker shall seek to agree and implement, at the undertaker's cost, a technical solution to ensure substantially the same level of performance, reliability and redundancy of transmission and reception of microwave links between the relevant platforms as existed before the erection of such blades forming part of any wind turbine generator, which may include the use of another available communications line permanently.

Submission and approval of plans

4.—(1) Before erecting any blades forming part of any wind turbine generator in the West Sole C to Malory communications corridor, the West Sole A to Lancelot communications corridor, the West Sole A to Excalibur communications corridor, the West Sole A to Malory communications corridor or the Malory to Excalibur communications corridor, the undertaker must submit to the owner a report which demonstrates to the reasonable satisfaction of the owner that the relevant

communications corridor will continue to transmit and receive microwave links to substantially the same level of performance and reliability as existed before the erection of such blades forming part of any wind turbine generator and such further particulars available to it as the owner may within 14 days of the receipt of the report reasonably request.

(2) Any approval of the owner required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) shall be deemed to be given if it is—

(i) neither given nor refused; or

(ii) refused without an indication of the grounds for refusal,

within 60 days of the submission of the report submitted under sub-paragraph (1) or where further particulars are submitted under sub-paragraph (1), within 60 days of the submission of those further particulars; and

(c) may be given subject to such reasonable requirements or conditions as the owner may have for ensuring that the relevant communications corridor will continue to transmit and receive microwave links to substantially the same level of performance and reliability as existed before the erection of such blades forming part of any wind turbine generator.

(3) The owner must not withhold approval required under this paragraph except on the ground that the erection of any blades forming part of any wind turbine generator would prevent the transmission and receipt of microwave links in the relevant communications corridor to substantially the same level of performance and reliability as existed before the erection of such blades forming part of any wind turbine generator.

(4) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

Co-existence and proximity agreement

5.—(1) If, at any time the undertaker plans to undertake the undertaker's works or any other work which is in the Malory marine corridor, the Galahad marine corridor or the Pickerill marine corridor, or is within 500m of the Galahad Assets, the Malory Assets, or the Pickerill Assets, the undertaker shall notify the owner and the undertaker and the owner must, unless agreed otherwise, acting reasonably, agree and enter into a co-existence and proximity agreement as soon as reasonably practicable.

(2) the undertaker's works in the locations set out in sub-paragraph (1) must not commence prior to the co-existence and proximity agreement being entered into between the parties, unless it has been agreed by the parties under sub-paragraph (1) that no co-existence and proximity agreement is required.

Provision of information

6. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the assets.

Arbitration

7. Any difference arising between the undertaker and the owner under this Part shall be referred to and settled by arbitration under article 39 (arbitration).

PART 12

Protection for Shell U.K. Limited and Esso Exploration and Production UK Limited

Application

1. The following provisions apply for the protection of the owner from time to time of The Barque Assets, unless otherwise agreed in writing between the undertaker and the owner.

Interpretation

2. In this Part of this Schedule—

"block" means a block of the United Kingdom Continental Shelf designated as such on the map deposited at the principal office of the North Sea Transition Authority;

"Barque Assets" means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the licence or, following relinquishment of the licence, the facilities and infrastructure subject to a decommissioning programme related to the licence approved by OPRED, annotated as the 'Barque Assets' on the Shell protective provisions plan;

"coexistence and proximity agreement" means an agreement entered on reasonable terms between the undertaker and the owner in respect of the undertaker's works and licensee's works to reconcile and protect the interests of the parties as are known at the time to secure the implementation of the undertaker's works and the licensee's works;

"licence" means United Kingdom Petroleum Production Licence P8 in respect of blocks 48/13a and 48/14a in relation to the Barque Assets;

"licensee" means the licensee from time to time of the licences;

"licensee's works" means the operation of the Barque Assets in accordance with the licence and the decommissioning of the Barque Assets in accordance with a decommissioning programme to be approved by OPRED and as amended from time to time, but excluding any post-decommissioning monitoring and evaluation;

"ministerial statement" means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

"OPRED" means the Offshore Petroleum Regulator for Environment and Decommissioning;

"OPRED notice" means a letter or notice from OPRED confirming the acceptance of the close-out report submitted by or on behalf of the licensee indicating that OPRED is satisfied that the permanent decommissioning of the Barque Assets has been completed;

"owner" means the licensee until such time as the licence is relinquished following cessation of production at the Barque Assets, and thereafter the party responsible for decommissioning the relevant assets in accordance with a decommissioning programme approved by OPRED until such time as the OPRED notice is issued;

"relevant activities" means all development activity relating to the carrying on of the undertaker's works and licensee's works within, or adjacent to the WTG exclusion zone, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks;

"Shell protective provisions plan" means the plan entitled the Shell protective provisions plan and certified as the Shell protective provisions plan for the purposes of this Part of this Schedule;

"undertaker's works" means the offshore works permitted by this Order;

"WTG exclusion zone" means an area of 2,500 metre radius measured from the centre of the Barque Assets production helideck and shown coloured green and annotated and shown as the 'WTG exclusion zone' on the Shell protective provisions plan;

Restriction on authorised development

3. Prior to the completion of the licensee's works, no part of any wind turbine generator shall be erected in the WTG exclusion zone unless otherwise agreed in writing between the licensee and the undertaker.

Coexistence and proximity agreement

4. If, at any time the undertaker plans to undertake the undertaker's works or any other work which is within 500m of the Barque Assets, the undertaker shall notify the owner and the undertaker and the owner must, unless agreed otherwise, acting reasonably, agree and enter into a co-existence and proximity agreement as soon as reasonably practicable.

Provision of information

5. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the licence and taking place within the areas subject to the licence.

Arbitration

6. Any difference arising between the undertaker the owner under this Part shall be referred to and settled by arbitration under article 39 (arbitration).

PART 13

Protection for Lincs Wind Farm Limited

Application

1. For the protection of Lincs as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Lincs.

Interpretation

2. In this Part of this Schedule—

"Lincs" means Lincs Wind Farm Limited, a company registered in Scotland with company number SC213646 and having its registered office at 13 Queens Road, Aberdeen, Scotland, AB15 4YL and any successor statutory undertaker with the benefit of the rights to operate the Lincs Offshore Wind Farm;

"Lincs control area" means the area within a distance of 250 metres extending outwards from the boundary for the Lincs Offshore Wind Farm as shown coloured green on the Lincs protective provisions plan;

"Lincs Offshore Wind Farm" means the 270 megawatts wind farm located 8 kilometres off the east coast of England, near Skegness in Lincolnshire;

"Lincs protective provisions plan" means the plan entitled the Lincs protective provisions plan and certified as the Lincs protective provisions plan for the purposes of this Part of this Schedule; and

"plans" includes designs, drawings, timing schedules, procedures and risk assessments.

Control of works within the Lincs control area

3.—(1) The provisions of this Part of this Schedule have effect only if and to the extent that the undertaker carries out any part of the authorised project within the Lincs control area.

(2) Before beginning to construct any works authorised by this Order within the Lincs control area, the undertaker must submit to Lincs plans of the intended work.

(3) Any works within the Lincs control area must not be constructed except in accordance with such plans as may be approved in writing by Lincs.

(4) Any approval by Lincs required under this paragraph must not be unreasonably withheld or delayed.

Arbitration

4. Any difference or dispute arising between the undertaker and Lincs under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Lincs, be determined by arbitration in accordance with article 39 (arbitration).

PART 14

Protection for Race Bank Wind Farm Limited

Application

1. For the protection of Race Bank as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Race Bank.

Interpretation

2. In this Part of this Schedule—

"plans" includes designs, drawings, timing schedules, procedures and risk assessments;

"Race Bank" means Race Bank Wind Farm Limited, a company registered in England and Wales with company number 05017828 and having its registered office at 5 Howick Place, London, England, SW1P 1WG and any successor statutory undertaker with the benefit of the rights to operate the Race Bank Offshore Wind Farm;

"Race Bank control area" means the area within a distance of 250 metres extending outwards from the boundary for the Race Bank Offshore Wind Farm as shown coloured green on the Race Bank protective provisions plan;

"Race Bank Offshore Wind Farm" means the 573 megawatts wind farm located approximately 27 kilometres off the east coast of England, near Chapel St Leonards in Lincolnshire; and

"Race Bank protective provisions plan" means the plan entitled the Race Bank protective provisions plan and certified as the Race Bank protective provisions plan for the purposes of this Part of this Schedule.

Control of works within the Race Bank control area

3.—(1) The provisions of this Part of this Schedule have effect only if and to the extent that the undertaker carries out any part of the authorised project within the Race Bank control area.

(2) Before beginning to construct any works authorised by this Order within the Race Bank control area, the undertaker must submit to Race Bank plans of the intended work.

(3) Any works within the Race Bank control area must not be constructed except in accordance with such plans as may be approved in writing by Race Bank.

(4) Any approval by Race Bank required under this paragraph must not be unreasonably withheld or delayed.

Arbitration

4. Any difference or dispute arising between the undertaker and Race Bank under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Race Bank, be determined by arbitration in accordance with article 39 (arbitration).

PART 15

Protection for Dudgeon Extension Limited

Application

1. For the protection of DEL as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and DEL.

Interpretation

2. In this Part of this Schedule—

"Dudgeon Extension Project" means the Dudgeon Offshore Wind Farm Extension Project to be located 26.5km north of the Norfolk Coast;

"DEL" means Dudgeon Extension Limited, a company registered in England and Wales with company number 12148301 and having its registered office at 1 Kingdom Street, London W2 6BD and any successor statutory undertaker with the benefit of the rights in relation to the Dudgeon Extension Project under the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

"DEL protective provisions plan" means the plan entitled the DEL protective provisions plan and certified as the DEL protective provisions plan for the purposes of this Part of this Schedule;

"DEP control area" means the area within a distance of 250 metres extending outwards from the boundary for the Dudgeon Extension Project as shown coloured green on the DEL protective provisions plan; and

"plans" includes designs, drawings, timing schedules, procedures and risk assessments.

Control of works within the DEP control area

3.—(1) The provisions of this Part of this Schedule have effect only if and to the extent that the undertaker carries out any part of the authorised project within the DEP control area.

(2) Before beginning to construct any works authorised by this Order within the DEP control area, the undertaker must submit to DEL plans of the intended work.

(3) Any works within the DEP control area must not be constructed except in accordance with such plans as may be approved in writing by DEL.

(4) Any approval by DEL required under this paragraph must not be unreasonably withheld or delayed.

Arbitration

4. Any difference or dispute arising between the undertaker and DEL under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and DEL, be determined by arbitration in accordance with article 39 (arbitration).

PART 16

Protection for Spalding Energy Company Limited and Spalding Energy Expansion Limited

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and Spalding Energy, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of the Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between Spalding Energy 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 Spalding Energy 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 Spalding Energy (but without prejudice to paragraph10(3)(b)).

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 must be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance must include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of Spalding Energy;

(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 Spalding Energy to cover the undertaker's liability to Spalding Energy to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to Spalding Energy and where required by Spalding Energy, 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 Spalding Energy to cover the undertaker's liability to Spalding Energy 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 Spalding Energy);

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Spalding Energy to enable Spalding Energy to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by Spalding Energy for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Spalding Energy for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) 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 this Part of this Schedule 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;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Spalding Energy (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, requires the undertaker to submit for Spalding Energy’s approval a ground mitigation scheme;

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

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

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Spalding Energy: 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 has been approved by Spalding Energy acting reasonably;

“Spalding Energy” means either Spalding Energy Company, Ltd, (company number: FC019668) whose registered office is at Maples and Calder, Attorneys-At-Law, Ugland House, PO BOX 309, George Town, Cayman Islands, B.W Indies, acting through its UK branch Spalding Energy Company, Ltd with its UK establishment office address at Spalding Power Station, West Marsh Road, Spalding, PE11 2BB (branch number: BR003663) or Spalding Energy Expansion Ltd a company incorporated in England and Wales (registered number: 06790895) whose registered office is at 30 Crown Place, Earl Street, London, United Kingdom, EC2A 4ES, or any successor being the party who owns or maintains the relevant apparatus;

"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 100 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise; and

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

On Street Apparatus

3. Except for paragraphs 4 (apparatus of Spalding Energy in stopped up streets), 8 (retained apparatus: protection), 9 (expenses) and 10 (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 Spalding Energy, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Spalding Energy are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of Spalding Energy in stopped up streets

4. Notwithstanding the temporary stopping up or diversion of any streets under the powers of article 11 (temporary stopping up of public rights of way) or article 12 (temporary stopping up of streets), Spalding Energy is at liberty at all times to take all necessary access across any such stopped up 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 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—

(a) appropriate or acquire or take temporary possession of any land or apparatus of Spalding Energy; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of Spalding Energy,

otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Spalding Energy 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 Spalding Energy or affect the provisions of any enactment or agreement regulating the relations between Spalding Energy and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Spalding Energy reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Spalding Energy and the undertaker acting reasonably and which must be no less favourable on the whole to Spalding Energy unless otherwise agreed by Spalding Energy, 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) Save where otherwise agreed in writing between Spalding Energy and the undertaker, the undertaker and Spalding Energy 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 Spalding Energy and/or other enactments relied upon by Spalding Energy as of right or other use in relation to the apparatus, then the provisions in this Schedule prevails.

(4) Any agreement or consent granted by Spalding Energy under paragraph 8 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

6.—(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 Spalding Energy 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 Spalding Energy 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 Spalding Energy 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 Spalding Energy 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 Spalding Energy 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, Spalding Energy may in its sole discretion, 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 Spalding Energy 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 Spalding Energy and the undertaker.

(5) Spalding Energy must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to Spalding Energy 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 Spalding Energy 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 Spalding Energy and must be no less favourable on the whole to Spalding Energy than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Spalding Energy.

(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 less favourable on the whole to Spalding Energy 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 14 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Spalding Energy as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

8.—(1) Not less than 112 days before the commencement of any specified works the undertaker must submit to Spalding Energy a plan and, if reasonably required by Spalding Energy, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Spalding Energy under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the specified 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;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must consider the existing pipeline's cathodic protection system and provide an earthing assessment where required by Spalding Energy.

(4) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Spalding Energy has given written approval of the plan so submitted.

(5) Any approval of Spalding Energy required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (7) which reasonable conditions could be satisfied by the entering into a crossing agreement, proximity agreement or an interface agreement if the parties agree it is appropriate and necessary to do so acting reasonably and without undue delay as to the need for and terms of such agreement; and,

(b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Spalding Energy 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.

(7) Works executed under sub-paragraphs (1) or (2) 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 Spalding Energy and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by Spalding Energy for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Spalding Energy as will be entitled to watch and inspect the execution of those works.

(8) Where Spalding Energy 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 Spalding Energy's satisfaction prior to the commencement of any specified works for which protective works are required and Spalding Energy must give notice of its requirement for such works within 84 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If Spalding Energy 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, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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, unless otherwise agreed by the undertaker and Spalding Energy in writing, before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(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 Spalding Energy 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;

(12) At all times when carrying out any works authorised under the Order Spalding Energy must comply with HSE's "HS(~G)47 Avoidance of Danger from underground services".

(13) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that Spalding Energy retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 9.

Expenses

9.—(1) Save where otherwise agreed in writing between Spalding Energy and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to Spalding Energy within 30 days of receipt of an invoice or claim from Spalding Energy all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by Spalding Energy 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 including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Spalding Energy in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Spalding Energy as a consequence of Spalding Energy—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Spalding Energy;

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

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

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule; and

(g) time reasonably spent by internal management and staff of Spalding Energy on the matters contained within this paragraph 9(1).

(2) 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 (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 Spalding Energy 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.

(3) 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.

Indemnity

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any 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 Spalding Energy, or there is any interruption in any service provided, or in the supply of any goods or energy, by Spalding Energy or Spalding Energy becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from Spalding Energy the cost reasonably and properly incurred by Spalding Energy in making good such damage or restoring the supply; and

(b) indemnify Spalding Energy for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Spalding Energy, by reason or in consequence of any such damage or interruption or Spalding Energy becoming liable to any third party other than arising from any default of Spalding Energy.

(2) The fact that any act or thing may have been done by Spalding Energy on behalf of the undertaker or in accordance with a plan approved by Spalding Energy or in accordance with any requirement of Spalding Energy or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) unless Spalding Energy 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 Spalding Energy, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Spalding Energy 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 6 (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; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) Spalding Energy must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability 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.

(5) Spalding Energy must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) Spalding Energy must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within Spalding Energy's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of Spalding Energy's control and, if reasonably requested to do so by the undertaker, Spalding Energy must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by Spalding Energy or in respect of which Spalding Energy has an easement or wayleave for its apparatus or any other interest or to carry out any works within 100 metres of Spalding Energy's apparatus until the following conditions are satisfied—

(a) unless and until Spalding Energy 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 will 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 Spalding Energy has confirmed the same to the undertaker in writing; and

(b) unless and until Spalding Energy is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to Spalding Energy that it will 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 Spalding Energy has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with 10(7) of this Part of this Schedule, nothing in this Part of this Schedule prevents Spalding Energy from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

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 Spalding Energy 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 Spalding Energy 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 part of the authorised works, the undertaker or Spalding Energy requires the removal of apparatus under paragraph 6(2) or

Spalding Energy makes requirements for the protection or alteration of apparatus under paragraph 8, 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 works and taking into account the need to ensure the safe and efficient operation of Spalding Energy's undertaking and Spalding Energy must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Spalding Energy'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 Spalding Energy 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 Spalding Energy under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Spalding Energy, be determined by arbitration in accordance with article 39 (arbitration).

Notices

15. Notwithstanding article 47 (service of notices), any plans submitted to Spalding Energy by the undertaker pursuant to paragraph 8 must be submitted by courier service, first class post or by registered post to Spalding Energy Company, Ltd, West Marsh Road, Spalding, Lincolnshire, PE11 2BB and with a copy sent to edaniels@intergen.com and uknotices@intergen.com or such other address as Spalding Energy may from time to time appoint instead for that purpose and notify to the undertaker in writing.

SCHEDULE 19

Article 39

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 4 months from the date the Arbitrator is appointed pursuant to article 39 (arbitration) of the Order.

(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within twenty business days of the dispute arising, or such longer period as agreed in writing by the Parties, are to be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration is 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 include weekends but not bank holidays in England and Wales as defined in the Banking and Financial Dealings Act 1971.

(2) Time periods are calculated from the day after the Arbitrator is appointed which is 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; and

(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 must be London, England, the governing law must be the laws of England and Wales and the language of the arbitration proceedings must be English. The proceedings must be conducted in accordance with the Arbitration Act 1996(**a**), save where modified by these Rules.

(**a**) 1996 c.23.

(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 must 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) Where a party requests an expedited procedure, accompanied by an evidenced reason for expedition, the Arbitrator may vary the timescales in sub paragraphs (3), (4), (5) and (7), but where a party does so, the Arbitrator must provide an opportunity for parties objecting to the effects of an expedited procedure to provide written submissions on that point and may decide to revert to standard timescales in response to such submissions. Where an expedited procedure is sustained, the Arbitrator must set out their reasons for acceding to an expedited timetable in writing, to be given alongside their award.

(10) 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 they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(11) 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 them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(12) The Arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given is to 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) Subject to sub-paragraph (3), the Arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The Arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

Confidentiality

7.—(1) Subject to sub-paragraphs (2), (3) and (4), any arbitration hearing and documentation must be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 18 (protective provisions), 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 prevents 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 must 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 is not deemed to be an infringement or a waiver of the arbitration agreement, and does not affect the relevant powers reserved to the Arbitrator.

SCHEDULE 20

Article 40

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), 10 weeks 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) 10 weeks 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 28 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.

(e) the discharging authority issues a notice further to sections 60 (control of noise on construction sites) or 61 (prior consent for work on construction sites) of the 1974 Act;

(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 28 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 must 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 must 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 on an appeal taking into account such written representations as have been sent within the relevant time limits and in the sole discretion of the appointed person such written representations as have been sent outside of the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within those time limits if it appears to the appointed person that there is sufficient material to enable a decision to be made.

(9) 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.

(10) 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. The discharging authority may confirm any determination given by the appointed person in identical form in writing, but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Except where a direction is given under sub-paragraph (12) 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.

(12) 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 Planning Practice Guidance on the award of costs or any circular or guidance which may from time to time replace it.

Fees

4.—(1) Where an application is made to the discharging authority for written consent, agreement or approval in respect of a requirement, the fee prescribed under regulation 16(1)(b) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012(**a**) (as may be amended or replaced from time to time) is to apply and must be paid to the discharging authority for each application.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of —

(a) the application being rejected as invalidly made; or

(b) the discharging authority failing to determine the application within the decision period as determined under paragraph 1, unless within that period the undertaker agrees, in writing, that the fee is to be retained by the discharging authority and credited in respect of a future application.

Interpretation of this Schedule

5. 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(**b**);

"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.

(**a**) 2012/2920. Regulation 16(1)(b) was amended by S.I. 2023/1197.
(**b**) 1971 c.80.

SCHEDULE 21

Article 41

Documents to be certified

PART 1

Documents forming the environmental statement to be certified

(1) Document Reference	*(2) Examination Library Reference*	*(3) Document Name*	*(4) Version*	*(5) Date*
6.1	APP-055 to APP-086	Environmental Statement	1	19 March 2024
6.2	APP-087 to APP-139	Figures	1	19 March 2024
6.3	APP-140 to APP-234	Appendices	1	19 March 2024
6.1	REP5-007	Non-Technical Summary	2	13 March 2025
6.1.3	REP5-009	Chapter 3 Project Description	2	13 March 2025
6.1.4	REP5-013	Chapter 4 Site Selection and Consideration of Alternatives	2	13 March 2025
6.1.5	REP5-015	Chapter 5 EIA Methodology	2	13 March 2025
6.1.7	REP4a-029	Chapter 7 Marine Physical Processes	2	26 February 2025
6.1.8	REP5-017	Chapter 8 Marine Water and Sediment Quality	3	13 March 2025
6.1.9	REP6-018	Chapter 9 Benthic and Intertidal Ecology	3	4 April 2025
6.1.10	REP5-021	Chapter 10 Fish and Shellfish Ecology	2	13 March 2025
6.1.11	n/a	Chapter 11 Marine Mammals	4	9 September 2025
6.1.12	n/a	Chapter 12 Offshore and Intertidal Ornithology	4	9 September 2025
6.1.13	REP5-025	Chapter 13 Marine and Intertidal Archaeology	2	13 March 2025
6.1.14	REP5-027	Chapter 14 Commercial Fisheries	2	13 March 2025
6.1.15	REP5-029	Chapter 15 Shipping and Navigation	2	13 March 2025
6.1.16	REP5-031	Chapter 16 Aviation, Radar, Military and Communication	3	13 March 2025
6.1.17	REP5-033	Chapter 17 Seascape, Landscape and Visual	3	13 March 2025
6.1.18	REP5-035	Chapter 18 Marine Infrastructure and Other Users	2	13 March 2025
6.1.19	REP4a-013	Chapter 19 Onshore Air Quality	3	26 February 2025
6.1.20	REP5-037	Chapter 20 Onshore Archaeology and Cultural Heritage	3	13 March 2025
6.1.21	REP5-039	Chapter 21 Onshore Ecology	2	13 March 2025
6.1.22	REP5-043	Chapter 22 Onshore Ornithology [Confidential]	2	13 March 2025
6.1.23	REP4a-015	Chapter 23 Geology and Ground Conditions	2	26 February 2025
6.1.24	REP4a-017	Chapter 24 Onshore Hydrology	2	26 February

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		Hydrogeology and Flood Risk		2025
6.1.25	REP6-022	Chapter 25 Land Use	4	4 April 2025
6.1.26	REP4a-021	Chapter 26 Noise and Vibration	2	26 February 2025
6.1.27	REP4a-023	Chapter 27 Traffic and Transport	3	26 February 2025
6.1.28	REP4a-025	Chapter 28 Landscape and Visual Assessment	2	26 February 2025
6.1.29	REP4a-127	Chapter 29 Socio-Economic Characteristics	2	26 February 2025
6.1.30	AS1-054	Chapter 30 Human Health	2	31 July 2024
6.1.31	REP5-011	Chapter 31 Climate Change	2	13 March 2025
6.2.3	REP5-045	Chapter 3 Project Description Figures	2	13 March 2025
6.2.4	REP5-046	Chapter 4 Site Selection and Consideration of Alternatives Figures	2	13 March 2025
6.2.5	REP5-047	Chapter 5 EIA Methodology Figures	2	13 March 2025
6.2.7	REP4a-041	Chapter 7 Marine Physical Processes Figures (Part 1 of 2)	2	26 February 2025
6.2.7	REP4a-042	Chapter 7 Marine Physical Processes Figures (Part 2 of 2)	2	26 February 2025
6.2.8	REP5-048	Chapter 8 Marine Water and Sediment Quality Figures	3	13 March 2025
6.2.9	REP5-049	Chapter 9 Benthic and Intertidal Ecology Figures	2	13 March 2025
6.2.10	REP5-050	Chapter 10 Fish and Shellfish Ecology Figures (Part 1 of 2)	2	13 March 2025
6.2.10	REP5-051	Chapter 10 Fish and Shellfish Ecology Figures (Part 2 of 2)	2	13 March 2025
6.2.11	REP5-052	Chapter 11 Marine Mammals Figures	2	13 March 2025
6.2.12	REP4a-030	Chapter 12 Offshore and Intertidal Ornithology Figures	2	26 February 2025
6.2.13	REP5-053	Chapter 13 Marine and Intertidal Archaeology Figures	2	13 March 2025
6.2.14	REP5-054	Chapter 14 Commercial Fisheries Figures	2	13 March 2025
6.2.15	REP5-055	Chapter 15 Shipping and Navigation Figures	2	13 March 2025
6.2.16	REP5-056	Chapter 16 Aviation, Radar, Military and Communication Figures	2	13 March 2025
6.2.17	REP5-057	Chapter 17 Seascape, Landscape and Visual Figures (Part 1 of 3)	3	13 March 2025
6.2.17	REP5-058	Chapter 17 Seascape, Landscape and Visual Figures (Part 2 of 3)	3	13 March 2025
6.2.17	REP5-059	Chapter 17 Seascape, Landscape and Visual Figures (Part 3 of 3)	3	13 March 2025
6.2.18	REP5-060	Chapter 18 Marine Infrastructure and Other Users Figures	2	13 March 2025
6.2.19	REP4a-031	Chapter 19 Onshore Air Quality Figures	2	26 February 2025
6.2.21	REP5-061	Chapter 21 Onshore Ecology Figures (Part 1 of 2)	3	13 March 2025
6.2.21	REP5-062	Chapter 21 Onshore Ecology Figures (Part 2 of 2)	2	13 March 2025
6.2.22	REP5-063	Chapter 22 Onshore Ornithology Figures	2	13 March 2025

6.2.23	REP4a-032	Chapter 23 Geology and Ground Conditions Figures	3	26 February 2025
6.2.24	REP4a-033	Chapter 24 Onshore Hydrology Hydrogeology and Flood Risk Figures	2	26 February 2025
6.2.25	REP4a-034	Chapter 25 Land Use Figures	3	26 February 2025
6.2.26	REP4a-035	Chapter 26 Noise and Vibration Figures	2	26 February 2025
6.2.27	REP4a-036	Chapter 27 Traffic and Transport Figures	3	26 February 2025
6.2.28	REP4a-037	Chapter 28 Landscape and Visual Assessment Figures (Part 1 of 15)	2	26 February 2025
6.2.28	REP4a-038	Chapter 28 Landscape and Visual Assessment Figures (Part 2 of 15)	2	26 February 2025
6.2.28	REP4a-039	Chapter 28 Landscape and Visual Assessment Figures (Part 3 of 15)	2	26 February 2025
6.3.3.2	REP6-024	Chapter 3 Appendix 2 Onshore Crossing Schedule	8	4 April 2025
6.3.5.2	REP5-064	Chapter 5 Appendix 2 Offshore Cumulative Effects Assessment Approach	2	13 March 2025
6.3.5.3	REP5-066	Chapter 5 Appendix 3 Onshore Cumulative Effects Assessment Approach	2	13 March 2025
6.3.7.1	AS-003	Chapter 7 Appendix 1 Physical Processes Technical Baseline	2	29 May 2024
6.3.9.2	REP4a-069	Chapter 9 Appendix 2 Benthic Ecology Technical Report (ECC)	4	26 February 2025
6.3.9.6	REP4a-070	Chapter 9 Appendix 6 Envision Offshore Export Cable Corridor Sabellaria Spinulosa Reanalysis and Report	3	26 February 2025
6.3.10.1	REP5-068	Chapter 10 Appendix 1 Fish and Shellfish Ecology Technical Baseline	2	13 March 2025
6.3.11.2	REP5-070	Chapter 11 Appendix 2 Underwater Noise Assessment	2	13 March 2025
6.3.11.3	REP6-026	Interim population consequences of disturbance modelling report (cumulative)	1	4 April 2025
6.3.12.1	REP4a-043	Chapter 12 Appendix 1 Intertidal and Offshore Ornithology Technical Baseline	3	26 February 2025
6.3.12.2	REP4a-044	Chapter 12 Appendix 2 Collision Risk Modelling	2	26 February 2025
6.3.12.3	REP4a-045	Chapter 12 Appendix 3 Displacement Assessment	2	26 February 2025
6.3.12.4	REP4a-046	Chapter 12 Appendix 4 Population Viability Analysis	2	26 February 2025
6.3.12.5	REP4a-047	Chapter 12 Appendix 5 Migratory Collision Risk Modelling	3	26 February 2025
6.3.12.6	REP4-018	Chapter 12 Appendix 6 MRSea Modelling for Offshore Ornithology	2	3 February 2025
6.3.12.7	REP4a-048	Chapter 12 Appendix 7 Levels of precaution in the assessment and	2	26 February 2025

		compensation calculations for offshore ornithology		
6.3.12.8	REP4a-050	Chapter 12 Appendix.8 Consideration of bioseasons in the assessment of guillemot	2	26 February 2025
6.3.12.9	REP4a-052	Appendix 12.9 Rates of displacement in guillemot and razorbill	2	26 February 2025
6.3.15.1	REP5-072	Chapter 15 Appendix 1 Navigational Risk Assessment	2	13 March 2025
6.3.18.2	REP5-075	Chapter 18 Appendix 2 Helicopter Access Report – Hornsea One and Two RCS	1	13 March 2025
6.3.19.1	AS1-066	Chapter 19 Appendix 1 Construction Phase Dust Assessment Methodology	2	31 July 2024
6.3.19.4	REP4a-054	Chapter 19 Appendix 4 Road Traffic Dispersion Modelling	2	26 February 2025
6.3.20.1	REP5-076	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 1 of 10)	2	13 March 2025
6.3.20.1	REP5-079	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 2a of 10)	2	13 March 2025
6.3.20.1	REP5-080	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 2b of 10)		13 March 2025
6.3.20.1	REP5-081	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 3 of 10)	2	13 March 2025
6.3.20.1	REP5-082	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 4 of 10)	2	13 March 2025
6.3.20.1	REP5-084	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 5 of 10)	2	13 March 2025
6.3.20.1	REP5-085	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 6 of 10)	2	13 March 2025
6.3.20.1	REP5-086	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 7 of 10)	2	13 March 2025
6.3.20.1	REP5-087	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 8 of 10)	2	13 March 2025
6.3.20.1	REP5-088	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 9 of 10)	2	13 March 2025

6.3.20.1	REP5-078	Chapter 20 Appendix 1 Onshore Archaeology and Cultural Heritage Desk-Based Assessment (Part 10 of 10)	2	13 March 2025
6.3.21.5	REP5-098	Chapter 21 Appendix 5 Badger Desk Study and Field Survey CONFIDENTIAL	2	13 March 2025
6.3.22.2	REP5-089	Chapter 22 Appendix 2 Ornithology Desk Study Annex [Confidential]	2	13 March 2025
6.3.22.3	REP5-091	Chapter 22 Appendix 3 Winter Bird Survey 2022-2023 Part 1 of 4	2	13 March 2025
6.3.22.3	REP5-093	Chapter 22 Appendix 3 Winter Bird Survey 2022-2023 Part 2 of 4	2	13 March 2025
6.3.22.3	REP5-094	Chapter 22 Appendix 3 Winter Bird Survey 2022-2023 Part 3 of 4	2	13 March 2025
6.3.22.3	REP5-095	Chapter 22 Appendix 3 Winter Bird Survey 2022-2023 Part 4 of 4	2	13 March 2025
6.3.22.7``	REP5-096	Chapter 22 Appendix 7 Winter Bird Survey 2023-2024	2	13 March 2025
6.3.22.8	REP5-097	Additional clarifications relating to Natural England's Relevant Representations (Appendix I Onshore Ornithology)	2	13 March 2025
6.3.23.1	REP4a-056	Chapter 23 Appendix 1 Preliminary Land Quality Risk Assessment	3	26 February 2025
6.3.24.1	REP4a-058	Chapter 24 Appendix 1 Groundwater Risk Assessment	2	26 February 2025
6.3.24.2	REP4-022; REP4-024	Chapter 24 Appendix 2 Flood Risk Assessment: Onshore ECC and 400kV Cable Corridor	4	3 February 2025
6.3.24.3	REP4-027 to REP4-028	Chapter 24 Appendix 3 Flood Risk Assessment: Onshore Substation	4	3 February 2025
6.3.25.1	REP4a-060	Chapter 25 Appendix 1 BMV Regional and National Context	1	26 February 2025
6.3.26.4	REP4a-061	Chapter 26 Appendix 4 Noise Model Outputs	2	26 February 2025
6.3.27.1	REP4a-063	Chapter 27 Appendix 1 Transport Assessment	3	26 February 2025
6.3.27.1	REP4a-066	Chapter 27 Appendix 1 Transport Assessment Annex A Special Order AIL Swept Path Analysis	3	26 February 2025
6.3.27.1	AS1-088	Chapter 27 Appendix 1 Transport Assessment Annex B DfT Traffic Data	2	31 July 2024
6.3.27.1	AS1-089	Chapter 27 Appendix 1 Transport Assessment Annex C Automatic Traffic Count Data	2	31 July 2024
6.3.27.1	AS1-090	Chapter 27 Appendix 1 Transport Assessment Annex F Construction Access General Arrangement Drawings	2	31 July 2024
6.3.27.1	AS1-091	Chapter 27 Appendix 1 Transport Assessment Annex G Core and Local Construction Vehicle Access Routes	2	31 July 2024
6.3.27.1	REP4a-065	Chapter 27 Appendix 1 Transport	2	26 February

		Assessment Annex I Public Rights of Way		2025
6.3.27.1	AS1-092	Chapter 27 Appendix 1 Transport Assessment Annex J Trip Generation Calculations	2	31 July 2024
6.3.27.1	AS1-093	Chapter 27 Appendix 1 Transport Assessment Annex K Daylight Hours Availability	2	31 July 2024
6.3.27.1	AS1-094	Chapter 27 Appendix 1 Transport Assessment Annex N Passing Place Proposals	2	31 July 2024
6.3.31.1	REP5-100	Chapter 31 Appendix 1 Carbon payback sensitivity analysis: wake effects	1	13 March 2025
15.6	PD1-074	Erratum to Site Selection Report	1	19 September 2024
15.7	REP4-095	Noise Bund Hydraulic Modelling Report including Appendix C Figures (Part 1 of 4)	3	3 February 2025
15.7	REP4-096	Noise Bund Hydraulic Modelling Report Appendix C Figures (Part 2 of 4)	3	3 February 2025
15.7	REP4-097	Noise Bund Hydraulic Modelling Report Appendix C Figures (Part 3 of 4)	3	3 February 2025
15.7	REP4-098	Noise Bund Hydraulic Modelling Report Appendix C Figures (Part 4 of 4)	3	3 February 2025
15.8	PD1-080	Onshore Archaeological Geophysical Report	1	19 September 2024
15.9	PD1-081	Environmental Report for the Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor	1	19 September 2024
15.9A	PD1-082 to PD1-083	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix A Figures	1	19 September 2024
15.9B	PD1-084	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix B Blockage Modelling Results	1	19 September 2024
15.9C	PD1-085	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix C Underwater Noise Modelling Report	1	19 September 2024
15.9D	PD1-086	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix D Ornithology Baseline Summary	1	19 September 2024
15.9E	PD1-087	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix E Collision Risk Modelling	1	19 September 2024
15.9F	PD1-088	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix F Offshore	1	19 September 2024

		Ornithology Displacement Assessment		
15.9G	PD1-089	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix G MRSea Modelling for Offshore Ornithology	1	19 September 2024
15.9H	PD1-090	Offshore Restricted Build Area and Revision to the Offshore Export Cable Corridor Appendix H Review of Obstacle Free Zone Impact on Shipping Displacement and Collision Risk	1	19 September 2024
15.15	PD1-097	Disposal Site Characterisation Report	1	19 September 2024

PART 2

Other Documents to be certified

(1) Document Reference	*(2) Examination Library Reference*	*(3) Document Name*	*(4) Version*	*(5) Date*
2.1	REP4a-002	Works plans onshore	4	26 February 2025
2.2	REP4a-003	Works plans offshore	4	26 February 2025
2.5	REP6-004-REP6-005	Land plans	8	4 April 2025
2.8	PD1-011	Offshore order limits and grid coordinates plan	3	19 September 2024
2.9	PD1-012	Access to works plan	3	19 September 2024
2.10	REP4a-004	Public rights of way plan	5	26 February 2025
2.11	PD1-014	Streets plan	3	19 September 2024
2.17	PD1-020	Important hedgerows and tree preservation order plan	3	19 September 2024
2.20	PD1-023	Traffic regulation order plan	3	19 September 2024
4.1	C6-006	Book of reference	10	8 December 2025
7.6.1	REP5-105	Sandbank compensation plan	3	13 March 2025
7.6.2	REP6-038	Biogenic reef compensation plan	4	4 April 2025
7.7.1	C3-004	Kittiwake compensation plan	4	29 October 2025
7.7.2	C3-006	Guillemot compensation plan	5	29 October 2025
7.7.3	C3-008	Razorbill compensation plan	5	29 October 2025
8.1	REP6-056	Outline code of construction practice	8	4 April 2025
8.1.1	REP2-031	Outline noise and vibration management plan	2	27 November 2024

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8.1.2	REP6-058	Outline air quality management plan	3	4 April 2025
8.1.3	C3-014	Outline soil management plan	8	29 October 2025
8.1.4	APP-272	Outline pollution prevention and emergency incident response plan	1	19 March 2024
8.1.5	APP-273	Outline surface water drainage strategy	1	19 March 2024
8.1.6	APP-274	Outline site waste management plan	1	19 March 2024
8.1.7	REP4a-081	Outline Organic Land Protocol	2	26 February 2025
8.2	REP4a-092	Outline offshore operations and maintenance plan	2	26 February 2025
8.3	C6-009	Offshore In principle monitoring plan	5	8 December 2025
8.4	REP4a-094	Outline project environmental management plan	2	26 February 2025
8.5	C6-011	Outline cable specification and installation plan	10	8 December 2025
8.6.1	n/a	Outline marine mammal mitigation protocol (piling)	7	9 September 2025
8.7	n/a	In principle Southern North Sea SAC Site Integrity Plan	5	9 September 2025
8.8	PD1-050	Outline marine archaeological written scheme of investigation	2	19 September 2024
8.9	REP4-088	Outline onshore written scheme of investigation for archaeological works	4	3 February 2025
8.10	n/a	Outline landscape and ecological management strategy [Confidential]	9	9 September 2025
8.11	APP-285	Outline operational artificial light emissions management plan	1	19 March 2024
8.12	APP-286	Outline operational drainage management plan	1	19 March 2024
8.14	PD1-060	Outline fisheries liaison and coexistence plan	2	19 September 2024
8.15	REP4a-088	Outline construction traffic management plan	3	26 February 2025
8.16	APP-290	Outline travel plan	1	19 March 2024
8.17	REP4a-090	Outline public access management plan	4	26 February 2025
8.18	REP5-125	Design approach document	3	13 March 2025
8.19	REP5-127	Design principles statement	3	13 March 2025
8.20	REP4a-102	Outline vessel management plan	4	26 February 2025
8.21	C3-032	Outline scour protection and cable protection management plan	7	7 November 2025
8.22	C3-020	Outline biogenic reef mitigation plan	5	29 October 2025
8.23	REP4-081	Outline offshore reactive compensation platform lighting management plan	1	3 February 2025
8.24	REP6-078	Spawning Herring Piling Restriction Plan	1	4 April 2025
21.14	REP4-119	Shell protective provisions plan	1	3 February 2025

21.15	n/a	Perenco protective provisions plan	2	9 September 2025
21.16	n/a	Offshore reactive compensation platform design principles statement	3	9 September 2025
21.21	REP6-105	NGET Protective provisions plan	2	4 April 2025
24.9	REP6-117	Lincs protective provisions plan	1	4 April 2025
24.10	REP6-118	Race Bank protective provisions plan	1	4 April 2025
24.11	REP6-119	DEL protective provisions plan	1	4 April 2025
27.9	n/a	NGET protective provisions offshore buffer zone plan	1	9 September 2025

SCHEDULE 22

Article 46

Compensation provisions

PART 1

Flamborough and Filey Coast Special Protection Area: Kittiwake Compensation Measures

1. In this Part—

"the artificial nesting measure" means the offshore nesting structure(s) and/or the onshore nesting structure(s);

"Defra" means the Department for Environment, Food and Rural Affairs;

"the FFC" means the site designated as the Flamborough and Filey Coast Special Protection Area;

"kittiwake CIMP" means the kittiwake compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

"kittiwake compensation plan" means the document certified as the kittiwake compensation plan for the purposes of this Order by the Secretary of State under article 41 (certification of plans etc.);

"KCSG" means the Kittiwake Compensation Steering Group; and

"Marine Recovery Fund" means the fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent fund established for that purpose;

2. Work No. 1 may not be commenced until a plan for the work of the KCSG has been submitted to and approved by the Secretary of State. Such plan must include—

(a) terms of reference of the KCSG;

(b) details of the membership of the KCSG which must include the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority as core members;—

(c) details of the proposed schedule of meetings, timetable for preparation of the Kittiwake CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the KCSG the Kittiwake CIMP must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority.

4. The Kittiwake CIMP must be based on the strategy for kittiwake compensation set out in the Kittiwake Compensation Plan and include—

(a) where the artificial nesting measure is proposed to be taken forward—

(i) details of the locations where the compensation measure will be delivered, and in the event an onshore nesting structure is required, details of landowner agreement(s) and in the event an offshore nesting structure is required, details of any relevant seabed agreement(s);

(ii) details of the design of the artificial nesting structure, including the projected number of nests that will be accommodated on the structure, and how risks from avian or mammalian predation and unauthorised human access will be mitigated;

(iii) an implementation timetable for the delivery of the artificial nesting structure that ensures that the structure is in place to allow for at least two full kittiwake breeding seasons prior to operation of any turbine forming part of the authorised development. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 April in each year and ended on 30 September;

(iv) details of the maintenance schedule for the artificial nesting structure;

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(vi) monitoring must include annual monitoring of the number of birds colonising the site including nesting attempts and nest productivity;

(vii) provision for annual reporting to the Secretary of State, to include details of the use of the artificial nesting structure by breeding kittiwake to identify barriers to success and target any adaptive management measures in consultation with the KCSG; and

(viii) recording of KCSG consultations;

(b) where the undertaker elects to pay a contribution to the Marine Recovery Fund wholly or partly in substitution for the artificial nesting measure or as an adaptive management measure—

(i) the compensation which is to be secured through the Marine Recovery Fund;

(ii) the sum of the contribution, to be agreed between the undertaker and Defra or other body responsible for the operation of the Marine Recovery Fund in consultation with the KCSG; and

(iii) the timescales for payment of the contribution to the Marine Recovery Fund.

(c) where the undertaker elects to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the artificial nesting measure or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the KCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

(d) where the undertaker elects to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the artificial nesting measure or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the KCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

5. The undertaker must implement the measures set out in the Kittiwake CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority. In particular, no operation of any turbine forming part of the authorised development may begin until two full breeding seasons following the implementation of the measures set out in the Kittiwake CIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 April in each year and ended on 30 September.

6. The undertaker must notify the Secretary of State of—

(a) completion of implementation of the artificial nesting measure referred to in paragraph 4(a);

(b) payment into the Marine Recovery Fund referred to in paragraph 4(b);

(c) payment of a financial contribution towards the establishment of compensation measures by another party referred to in paragraph 4(c); and

(d) completion of implementation of collaborative measures referred to in paragraph 4(d),

7. The artificial nesting measure must not be decommissioned without written approval of the Secretary of State in consultation with relevant statutory nature conservation body. The artificial nesting structures must, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body, be maintained beyond the operational lifetime of the authorised development if they are colonised.

8. The Kittiwake CIMP 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 Kittiwake CIMP 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

Flamborough and Filey Coast Special Protection Area and Farne Islands Special Protection Area: Guillemot Compensation Measures

1. In this Part—

"the artificial nesting measure" means the provision of offshore nesting structure(s) and/or onshore nesting structure(s);

"Defra" means the Department for Environment, Food and Rural Affairs;

"the disturbance reduction and habitat improvement measure" means the measure to reduce disturbance, improve habitat and/or introduce predator control measures at key nesting sites.

"the Farne Islands" means the site designated as the Farne Islands Special Protection Area;

"the FFC" means the site designated as the Flamborough and Filey Coast Special Protection Area;

"GCSG" means the Guillemot Compensation Steering Group;

"Guillemot CIMP" means the guillemot compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult guillemots from the FFC and the Farne Islands as a result of the authorised development;

"guillemot compensation measure" means the artificial nesting measure, disturbance reduction and habitat improvement measure or the predator eradication measure;

"guillemot compensation plan" means the document certified as the guillemot compensation plan for the purposes of this Order by the Secretary of State under article 41 (certification of plans etc.);

"Marine Recovery Fund" means the fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent fund established for that purpose;

"the predator eradication measure" means the program of predator eradication and provision of predator proof fencing at the Plemont Reserve on Jersey;

2. Work No. 1 may not be commenced until a plan for the work of the GCSG has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the GCSG;

(b) details of the membership of the GCSG which must include the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority as core members;

(c) details of the proposed schedule of meetings, timetable for preparation of the Guillemot CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the GCSG, the Guillemot CIMP must be submitted to the Secretary of State for approval in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority.

4. The Guillemot CIMP must be based on the strategy for guillemot compensation set out in the guillemot compensation plan and include—

(a) where the predator eradication measure is proposed to be taken forward—

(i) details of the location(s) where the compensation measure will be delivered;

(ii) details of how any necessary land access rights, licences and approvals have or will be obtained and how any biosecurity measures will be or have been secured;

(iii) details of the party that will carry out the measure and how this has been secured;

(iv) an implementation timetable for delivery of the predator eradication measure, such timetable to ensure that the predator eradication measure has commenced no later than one year prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;

(v) recording of GCSG consultations;

(vi) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(vii) provision for annual reporting to the Secretary of State, to include details of the use of the location(s) by breeding guillemot to identify barriers to success and target any adaptive management measures;

(b) where the disturbance reduction and habitat improvement measure is proposed to be taken forward—

(i) details of the location(s) where the compensation measure will be delivered;

(ii) details of how any necessary land access rights, licences and approvals have or will be obtained;

(iii) an implementation timetable for delivery of the disturbance reduction and habitat improvement measure, such timetable to ensure that the disturbance reduction and habitat improvement measure has commenced no later than one year prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;

(iv) recording of GCSG consultations;

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures; and

(vi) provision for annual reporting to the Secretary of State, to include details of the use of the location(s) by breeding guillemot to identify barriers to success and target any adaptive management measures;

(c) where the artificial nesting measure is proposed to be taken forward—

(i) details of the locations where the compensation measure will be delivered, and in the event an onshore nesting structure is proposed, details of landowner agreement(s) and in the event an offshore nesting structure is proposed, details of any relevant seabed agreement(s);

(ii) details of the design of the artificial nesting structure, including the projected number of nests that will be accommodated on the structure, and how risks from avian or mammalian predation and unauthorised human access will be mitigated;

(iii) an implementation timetable for the delivery of the artificial nesting structure;

(iv) details of the maintenance schedule for the artificial nesting structure;

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(vi) monitoring must include annual monitoring of the number of birds colonising the site including nesting attempts and nest productivity;

(vii) provision for annual reporting to the Secretary of State, to include details of the use of the artificial nesting structure by breeding guillemot to identify barriers to success and target any adaptive management measures in consultation with the GCSG; and

(viii) recording of GCSG consultations;

(d) where the undertaker elects to pay a contribution to the Marine Recovery Fund wholly or partly in substitution for one or more of the guillemot compensation measures or as an adaptive management measure—

(i) the compensation which is to be secured through the Marine Recovery Fund;

(ii) the sum of the contribution, to be agreed between the undertaker and Defra or other body responsible for the operation of the Marine Recovery Fund in consultation with the GCSG; and

(iii) the timescales for payment of the contribution to the Marine Recovery Fund.

(e) where the undertaker elects to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for one or more of the guillemot compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the GCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

(f) where the undertaker elects to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for one or more of the guillemot compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the GCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

5. The undertaker must implement the measures set out in the Guillemot CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and where appropriate the MMO and/or the relevant planning authority.

6. The undertaker must notify the Secretary of State of—

(a) the completion of the predator eradication measure referred to in paragraph 4(a);

(b) the completion of the disturbance reduction and habitat improvement measure referred to in paragraph 4(b);

(c) the completion of implementation of the artificial nesting measure referred to in paragraph 4(c);

(d) payment into the Marine Recovery Fund referred to in paragraph 4(d);

(e) payment of a financial contribution towards the establishment of compensation measures by another party referred to in paragraph 4(e); and

(f) completion of implementation of collaborative measures referred to in paragraph 4(f),

to the extent that such measures are set out within the Guillemot CIMP approved by the Secretary of State.

7. The artificial nesting measure must not be decommissioned without written approval of the Secretary of State in consultation with relevant statutory nature conservation body. The artificial nesting structures must, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body, be maintained beyond the operational lifetime of the authorised development if they are colonised.

8. The Guillemot CIMP 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 Guillemot CIMP 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 3

Flamborough and Filey Coast Special Protection Area: Razorbill Compensation Measures

1. In this Part—

"the artificial nesting measure" means the provision of offshore nesting structure(s) and/or onshore nesting structure(s);

"Defra" means the Department for Environment, Food and Rural Affairs;

"the disturbance reduction and habitat improvement measure" means the measure to reduce disturbance, improve habitat and/or introduce predator control measures at key nesting sites.

"the FFC" means the site designated as the Flamborough and Filey Coast Special Protection Area;

"RCSG" means the Razorbill Compensation Steering Group;

"Razorbill CIMP" means the razorbill compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult razorbills from the FFC as a result of the authorised development;

"razorbill compensation measure" means the artificial nesting measure, the disturbance reduction and habitat improvement measure or the predator eradication measure;

"razorbill compensation plan" means the document certified as the razorbill compensation plan for the purposes of this Order by the Secretary of State under article 41 (certification of plans etc.);

"Marine Recovery Fund" means the fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent fund established for that purpose;

"the predator eradication measure" means the program of predator eradication and provision of fencing at the Plemont Reserve on Jersey;

2. Work No. 1 may not be commenced until a plan for the work of the 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 which must include the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority as core members;

(c) details of the proposed schedule of meetings, timetable for preparation of the Razorbill CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the RCSG, the Razorbill CIMP must be submitted to the Secretary of State for approval in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority.

4. The Razorbill CIMP must be based on the strategy for razorbill compensation set out in the razorbill compensation plan and include—

(a) where the predator eradication measure is proposed to be taken forward—

(i) details of the location(s) where the compensation measure will be delivered;

(ii) details of how any necessary land access rights, licences and approvals have or will be obtained and how any biosecurity measures will be or have been secured;

(iii) details of the party that will carry out the measure and how this has been secured;

(iv) an implementation timetable for delivery of the predator eradication measure, such timetable to ensure that the predator eradication measure has commenced no later than one year prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;

(v) recording of RCSG consultations;

(vi) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and

details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(vii) provision for annual reporting to the Secretary of State, to include details of the use of the location(s) by breeding razorbill to identify barriers to success and target any adaptive management measures;

(b) where the disturbance reduction and habitat improvement measure is proposed to be taken forward—

(i) details of the location(s) where the compensation measure will be delivered;

(ii) details of how any necessary land access rights, licences and approvals have or will be obtained;

(iii) an implementation timetable for delivery of the disturbance reduction and habitat improvement measure, such timetable to ensure that the disturbance reduction and habitat improvement measure has commenced no later than one year prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;

(iv) recording of RCSG consultations;

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures; and

(vi) provision for annual reporting to the Secretary of State, to include details of the use of the location(s) by breeding razorbill to identify barriers to success and target any adaptive management measures;

(c) where the artificial nesting measure is proposed to be taken forward—

(i) details of the locations where the compensation measure will be delivered, and in the event an onshore nesting structure is proposed, details of landowner agreement(s) and in the event an offshore nesting structure is proposed, details of any relevant seabed agreement(s);

(ii) details of the design of the artificial nesting structure, including the projected number of nests that will be accommodated on the structure, and how risks from avian or mammalian predation and unauthorised human access will be mitigated;

(iii) an implementation timetable for the delivery of the artificial nesting structure;

(iv) details of the maintenance schedule for the artificial nesting structure;

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(vi) monitoring must include annual monitoring of the number of birds colonising the site including nesting attempts and nest productivity;

(vii) provision for annual reporting to the Secretary of State, to include details of the use of the artificial nesting structure by breeding razorbill to identify barriers to success and target any adaptive management measures in consultation with the RCSG; and

(viii) recording of RCSG consultations;

(d) where the undertaker elects to pay a contribution to the Marine Recovery Fund wholly or partly in substitution for one or more of the razorbill compensation measures or as an adaptive management measure—

(i) the compensation which is to be secured through the Marine Recovery Fund;

(ii) the sum of the contribution, to be agreed between the undertaker and Defra or other body responsible for the operation of the Marine Recovery Fund in consultation with the RCSG; and

(iii) the timescales for payment of the contribution to the Marine Recovery Fund.

(e) where the undertaker elects to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for one or more of the razorbill compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the RCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

(f) where the undertaker elects to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for one or more of the razorbill compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the RCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

5. The undertaker must implement the measures set out in the Razorbill CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and where appropriate the MMO and/or the relevant planning authority.

6. The undertaker must notify the Secretary of State of—

(a) the completion of the predator eradication measure referred to in paragraph 4(a);

(b) the completion of the disturbance reduction and habitat improvement measure referred to in paragraph 4(b);

(c) the completion of implementation of the artificial nesting measure referred to in paragraph 4(c);

(d) payment into the Marine Recovery Fund referred to in paragraph 4(d);

(e) payment of a financial contribution towards the establishment of compensation measures by another party referred to in paragraph 4(e); and

(f) completion of implementation of collaborative measures referred to in paragraph 4(f),

to the extent that such measures are set out within the Razorbill CIMP approved by the Secretary of State.

7. The artificial nesting measure must not be decommissioned without written approval of the Secretary of State in consultation with relevant statutory nature conservation body. The artificial nesting structures must, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body, be maintained beyond the operational lifetime of the authorised development if they are colonised.

8. The Razorbill CIMP 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 Razorbill CIMP 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 4

Inner Dowsing, Race Bank, and North Ridge Special Area of Conservation: Sandbank Compensation Measures

1. In this Part—

"the biogenic reef seeding measure" means the creation of biogenic reef comprising seeding of oyster and/or blue mussel beds within the IDRBNR SAC;

"Defra" means the Department for Environment, Food and Rural Affairs;

"the IDRBNR SAC" means the site designated as the Inner Dowsing Race Bank and North Ridge Special Area of Conservation;

"Marine Recovery Fund" means the fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent fund established for that purpose;

"the removal of aggregate industry pressures measure" means the measure to purchase all or part of the quantity of aggregate removal permitted by one or more existing marine licences from the marine licence holder(s) so that the quantity purchased is not removed;

"the removal of redundant infrastructure measure" means the removal of redundant infrastructure such as telecommunication cables from sandbank habitats;

"the SAC extension measure" means the extension of the boundary of a SAC;

"Sandbank CIMP" means the sandbank compensation implementation and monitoring plan for the delivery of measures to compensate for impacts on sandbanks within the IDRBNR SAC as a result of the authorised development;

"sandbank compensation measure" means the biogenic reef seeding measure, the SAC extension measure, the removal of aggregate industry pressures measure, or the removal of redundant infrastructure measure;

"sandbank compensation plan" means the document certified as the sandbank compensation plan for the purposes of this Order by the Secretary of State under article 41 (certification of plans etc.); and

"SCSG" means the sandbank compensation steering group;

2. To the extent located within the IDRBNR SAC, Work No. 5 may not be commenced until a plan for the work of the SCSG has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the SCSG;

(b) details of the membership of the SCSG which must include the relevant statutory nature conservation body and, where appropriate, the MMO as core members;

(c) details of the proposed schedule of meetings, timetable for preparation of the Sandbank CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the SCSG, the Sandbank CIMP must be submitted to the Secretary of State for approval in consultation with the MMO and relevant statutory nature conservation body.

4. The Sandbank CIMP must be based on the strategy for sandbank compensation set out in the sandbank compensation plan and must include—

(a) where the biogenic reef seeding measure is proposed to be taken forward—

(i) details of the locations where the compensation measure will be delivered, and details of any relevant seabed agreement(s);

(ii) details of the methodology for preparing and seeding the mussel and/or oyster bed(s);

(iii) an implementation timetable for the delivery of the biogenic reef seeding measure;

(iv) details of measures to protect and/or restore the biogenic reef

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(b) where the SAC extension measure is proposed to be taken forward—

(i) details of the method and level of support provided to Defra and relevant statutory nature conservation bodies;

(ii) estimated timescales for completing the designation; and

(iii) details of engagement in respect of monitoring and reporting of monitoring.

(c) where the removal of redundant infrastructure measure is proposed to be taken forward—

(i) details of any further survey work required to confirm the location of redundant infrastructure;

(ii) details of the locations where the compensation measure will be delivered, the redundant infrastructure to be removed and details of any agreement(s) with infrastructure owners;

(iii) a method statement for the removal of the redundant infrastructure, to include the vessel type, tools used and mitigation for how impacts on the surrounding habitat will be minimised;

(iv) an implementation timetable for removal;

(v) recording of SCSG consultations; and

(vi) details of any monitoring/reporting to understand the recovery of the sandbank feature as a result of the measure

(d) where the removal of aggregate industry pressures measure is proposed to be taken forward—

(i) details of the locations where the compensation measure will be delivered, the area and volume of aggregate removal to be prevented and details of any agreement(s) with aggregate removal marine licence holders;

(ii) an implementation timetable for the delivery of the removal of aggregate industry pressures measure;

(iii) recording of SCSG consultations; and

(iv) details of any monitoring/reporting to understand the ecological function and/or recovery of the sandbank feature as a result of the measure;

(e) where the undertaker elects to pay a contribution to the Marine Recovery Fund wholly or partly in substitution for one or more of the sandbank compensation measures or as an adaptive management measure—

(i) the sum of the contribution, to be agreed between the undertaker and Defra or other body responsible for the operation of the Marine Recovery Fund in consultation with the SCSG.

(f) where the undertaker elects to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for one or more of the sandbank compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the SCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

(g) where the undertaker elects to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for one or more of the sandbank compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the SCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

5. The undertaker must implement the measures set out in the Sandbank CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the MMO and relevant statutory nature conservation body.

6. The undertaker must notify the Secretary of State of—

(a) completion of implementation of the biogenic reef seeding measure referred to in paragraph 4(a);

(b) completion of the SAC extension measure referred to in paragraph 4(b);

(c) completion of the removal of redundant infrastructure measure referred to in paragraph 4(c);

(d) completion of removal of aggregate industry pressures measure referred to in paragraph 4(d);

(e) payment into the Marine Recovery Fund referred to in paragraph 4(e);

(f) payment of a financial contribution towards the establishment of compensation measures by another party referred to in paragraph 4(f); and

(g) completion of implementation of collaborative measures referred to in paragraph 4(g).

7. The Sandbank CIMP 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 Sandbank CIMP must be in accordance with the principles set out in the sandbank 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 sandbank compensation plan.

PART 5

Inner Dowsing, Race Bank, and North Ridge Special Area of Conservation: Biogenic Reef Compensation Measures

1. In this Part—

"biogenic reef compensation measure" means the biogenic reef seeding measure or the SAC extension measure;

"Biogenic Reef CIMP" means the biogenic reef compensation implementation and monitoring plan for the delivery of measures to compensate for impacts on *Sabellaria spinulosa* reef within the IDRBNR SAC as a result of the authorised development;

"biogenic reef compensation plan" means the document certified as the biogenic reef compensation plan for the purposes of this Order by the Secretary of State under article 41 (certification of plans etc.)

"the biogenic reef seeding measure" means the creation of biogenic reef comprising seeding of oyster and/or blue mussel beds within the IDRBNR SAC;

"BRCSG" means the biogenic reef compensation steering group;

"Defra" means the Department for Environment, Food and Rural Affairs;

"the IDRBNR SAC" means the site designated as the Inner Dowsing Race Bank and North Ridge Special Area of Conservation;

"Marine Recovery Fund" means the fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent fund established for that purpose; and

"the SAC extension measure" means the extension of the boundary of a SAC.

2. To the extent located within the IDRBNR SAC, Work No. 5 may not be commenced until a plan for the work of the BRCSG has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of Reference of the BRCSG;

(b) details of the membership of the BRCSG which must include the relevant statutory nature conservation body and, where appropriate, the MMO as core members;

(c) details of the proposed schedule of meetings, timetable for preparation of the Biogenic Reef CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the BRCSG, the Biogenic Reef CIMP must be submitted to the Secretary of State for approval in consultation with the MMO and relevant statutory nature conservation body.

4. The Biogenic Reef CIMP must be based on the strategy for biogenic reef compensation set out in the biogenic reef compensation plan and must include—

(a) where the biogenic reef seeding measure is proposed to be taken forward—

(i) details of the locations where the compensation measure will be delivered, and details of any relevant seabed agreement(s);

(ii) details of the methodology for preparing and seeding the mussel and/or oyster bed(s);

(iii) an implementation timetable for the delivery of the biogenic reef seeding measure;

(iv) details of measures to protect and/or restore the biogenic reef

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(b) where the SAC extension measure is proposed to be taken forward—

(i) details of the method and level of support provided to Defra and relevant statutory nature conservation bodies;

(ii) estimated timescales for completing the designation; and

(iii) details of engagement in respect of monitoring and reporting of monitoring;

(c) where the undertaker elects to pay a contribution to the Marine Recovery Fund wholly or partly in substitution for one or more of the biogenic reef compensation measures or as an adaptive management measure—

(i) the sum of the contribution, to be agreed between the undertaker and Defra or other body responsible for the operation of the Marine Recovery Fund in consultation with the BRCSG.

(d) where the undertaker elects to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for one or more of the biogenic reef compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the BRCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

(e) where the undertaker elects to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for one or more of the biogenic reef compensation measures or as an adaptive management measure—

(i) the technical specification and implementation timetable for the delivery of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the BRCSG; and

(ii) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures.

5. The undertaker must implement the measures set out in the Biogenic Reef CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the MMO and relevant statutory nature conservation body.

6. The undertaker must notify the Secretary of State of—

(a) completion of implementation of the biogenic reef seeding measure referred to in paragraph 4(a);

(b) completion of the SAC extension measure referred to in paragraph 4(b);

(c) payment into the Marine Recovery Fund referred to in paragraph 4(c);

(d) payment of a financial contribution towards the establishment of compensation measures by another party referred to in paragraph 4(d); and

(e) completion of implementation of collaborative measures referred to in paragraph 4(e).

7. The Biogenic Reef CIMP 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 Biogenic Reef CIMP must be in accordance with the principles set out in the biogenic reef 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 biogenic reef compensation plan.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of an offshore wind farm generating station located in the North Sea approximately 54km from the Lincolnshire coastline together with associated development. This Order imposes requirements in connection with the development and authorises the compulsory acquisition of land (including rights in land) and the right to use land and to override easements and other rights.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the offshore wind farm. The 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 41 (certification of plans etc.) of this Order may be inspected free of charge at [ ].