Tillbridge Solar Project

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

202* No. ****

INFRASTRUCTURE PLANNING

The Tillbridge Solar Order 202*

Made - - - - ***

Coming into force - - ***

CONTENTS

PART 1
PRELIMINARY

1. Citation and commencement
2. Interpretation

PART 2
PRINCIPAL POWERS

3. Development consent etc. granted by this Order
4. Operation of generating station
5. Power to maintain the authorised development
6. Application and modification of statutory provisions
7. Defence to proceedings in respect of statutory nuisance

PART 3
STREETS

8. Street works
~~8A~~9. Application of the relevant permit scheme
~~9~~10. Power to alter layout, etc., of streets
~~10~~11. Construction and maintenance of altered streets
~~11~~12. Temporary prohibition or restriction of the use of streets and public rights of way
~~12~~13. Claimed public right of way
~~13~~14. Use of private roads
~~14~~15. Access to works
~~15~~16. Agreements with street authorities
~~16~~17. Traffic regulation measures

PART 4
SUPPLEMENTAL POWERS

~~17~~18. Discharge of water
~~18.~~ ~~[Article deleted]~~
19. Protective works to buildings
20. Authority to survey and investigate the land

PART 5
POWERS OF ACQUISITION

21. Compulsory acquisition of land
22. Time limit for exercise of authority to acquire land compulsorily
23. Compulsory acquisition of rights
24. Private rights
25. Application of the 1981 Act
26. Acquisition of subsoil only
27. Power to override easements and other rights
28. Modification of Part 1 of the Compulsory Purchase Act 1965
29. Rights under or over streets
30. Temporary use of land for constructing the authorised development
31. Temporary use of land for maintaining the authorised development
32. Statutory undertakers
33. Apparatus and rights of statutory undertakers in closed streets
34. Recovery of costs of new connections

PART 6
MISCELLANEOUS AND GENERAL

35. Benefit of the Order
36. Consent to transfer the benefit of the Order
37. Application of landlord and tenant law
38. Operational land for the purposes of the 1990 Act
39. Felling or lopping of trees and removal of hedgerows
40. Trees subject to tree preservation orders
41. Certification of plans and documents, etc.
42. No double recovery
43. Arbitration
44. Protective provisions
~~45.~~ ~~[Article deleted]~~
~~46~~45. Service of notices
~~47~~46. Procedure in relation to certain approvals etc.
~~48~~47. Guarantees in respect of payment of compensation
~~49~~48. Compulsory acquisition of land – incorporation of the mineral code
~~50~~49. Crown rights

SCHEDULES

SCHEDULE 1 — AUTHORISED DEVELOPMENT
SCHEDULE 2 — REQUIREMENTS

SCHEDULE 3 — LEGISLATION TO BE DISAPPLIED
SCHEDULE 4 — STREETS SUBJECT TO STREET WORKS
SCHEDULE 5 — ALTERATION OF STREETS
PART 1 — PERMANENT ALTERATION OF LAYOUT
PART 2 — TEMPORARY ALTERATION OF LAYOUT
SCHEDULE 6 — STREETS AND PUBLIC RIGHTS OF WAY
PART 1 — TEMPORARY PROHIBITION OR RESTRICTION OF THE USE OF STREETS
PART 2 — TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY WITH DIVERSION
PART 3 — PERMANENT USE OF MOTOR VEHICLES ON PUBLIC RIGHT OF WAY
PART 4 — TEMPORARY MANAGEMENT OF PUBLIC RIGHTS OF WAY
PART 5 — TEMPORARY USE OF MOTOR VEHICLES ON PUBLIC RIGHTS OF WAY
SCHEDULE 7 — ACCESS TO WORKS
PART 1 — PERMANENT MEANS OF ACCESS TO WORKS
PART 2 — TEMPORARY MEANS OF ACCESS TO WORKS
SCHEDULE 8 — TRAFFIC REGULATION MEASURES
SCHEDULE 9 — LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED
SCHEDULE 10 — MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR THE CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS
SCHEDULE 11 — LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN
SCHEDULE 12 — HEDGEROWS TO BE REMOVED
PART 1 — IMPORTANT HEDGEROWS WHICH REQUIRE REMOVAL
PART 2 — HEDGEROWS WHICH REQUIRE REMOVAL
SCHEDULE 13 — DOCUMENTS AND PLANS TO BE CERTIFIED
SCHEDULE 14 — ARBITRATION RULES
SCHEDULE 15 — PROTECTIVE PROVISIONS
PART 1 — FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS
PART 2 — FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS
PART 3 — FOR THE PROTECTION OF DRAINAGE AUTHORITIES
PART 4 — FOR THE PROTECTION OF THE CANAL & RIVER TRUST
PART 5 — FOR THE PROTECTION OF COTTAM SOLAR PROJECT LIMITED
PART 6 — FOR THE PROTECTION OF GATE BURTON ENERGY PARK LIMITED
PART 7 — FOR THE PROTECTION OF WEST BURTON SOLAR PROJECT LIMITED
PART 8 — FOR THE PROTECTION OF LINCOLNSHIRE FIRE AND RESCUE
PART 9 — FOR THE PROTECTION OF CADENT GAS LIMITED
PART 10 — FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

PART 11 — FOR THE PROTECTION OF NORTHERN POWERGRID (YORKSHIRE) PLC
PART 12 — FOR THE PROTECTION OF RAILWAY INTERESTS
PART 13 — FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED
PART 14 — FOR THE PROTECTION OF UNIPER
PART 15 — FOR THE PROTECTION OF EXOLUM PIPELINE SYSTEM LTD
PART 16 — FOR THE PROTECTION OF EDF ENERGY
PART 17 — FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC
~~SCHEDULE 16 — [Schedule deleted]~~
PART 18 — FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC
PART 19 — FOR THE PROTECTION OF TRENT VALLEY INTERNAL DRAINAGE BOARD
SCHEDULE ~~17~~16 — PROCEDURE FOR DISCHARGE OF REQUIREMENTS

An application has been made to the Secretary of State under section 37 of the Planning Act 2008 ("the 2008 Act")(a) in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(b) for an order granting development consent.

The application has been examined by the Examining Authority appointed by the Secretary of State pursuant to chapter 3 of Part 6 of the 2008 Act and carried out in accordance with chapter 4 of Part 6 of the Infrastructure Planning (Examination Procedure) Rules 2010(c).

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(2)(d) of the 2008 Act made a report and recommendation to the Secretary of State.

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

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described 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(f), 115(g), 120(h), 122(i), 123(j) and 140 of the 2008 Act, makes the following Order—

(**a**) 2008 c. 29. Section 37 was amended by section 137(5) of, and paragraph 5 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524, 2017/572 and S.I. 2018/378.
(**c**) S.I. 2010/103.
(**d**) As amended by paragraph 29(1) and (3) of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**e**) S.I. 2017/572.
(**f**) As amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**g**) As amended by section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**h**) As amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**i**) As amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**j**) Ibid.

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Tillbridge Solar Order and comes into force on [*] 202[*].

Interpretation

2.—(1) In this Order—

"the 1961 Act" means the Land Compensation Act 1961(a);

"the 1965 Act" means the Compulsory Purchase Act 1965(b);

"the 1980 Act" means the Highways Act 1980(c);

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

"the 1984 Act" means the Road Traffic Regulation Act 1984(e);

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

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

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

"the 2008 Act" means the Planning Act 2008(i);

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

"apparatus" has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act except that, unless otherwise provided, it further includes pipelines (and parts of them), aerial markers, cathodic protection test posts, field boundary markers, transformer rectifier kiosks, electricity cables, telecommunications equipment and electricity cabinets;

"archaeological mitigation strategy" means the plans of that name identified in the table at Schedule 12 (documents and plans to be certified), including Part 1 and Part 2, and which are certified by the Secretary of State as the archaeological mitigation strategy for the purposes of this Order;

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

"book of reference" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State 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;

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

"commence" means beginning to carry out a material operation, as defined in 155 (when development begins) of the 2008 Act, comprised in or carried out or for the purposes of the authorised development other than the permitted preliminary works (except where stated to the contrary) and the words "commencement", "commenced" and cognate expressions are to be construed accordingly;

(**a**) 1961 c. 33.
(**b**) 1965 c. 56.
(**c**) 1980 c. 66.
(**d**) 1981 c. 66.
(**e**) 1984 c. 27.
(**f**) 1989 c. 29.
(**g**) 1990 c. 8.
(**h**) 1991 c. 22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c. 26). Sections 78(4), 80(4) and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(**i**) 2008 c. 29.

"commissioning" means the process of testing all systems and components of numbered work 1 to ensure that they, and the authorised development as a whole, function in accordance with plant design specifications and the undertaker's operational and safety requirements;

"Cottam undertaker" means the undertaker for the purposes of the Cottam Solar Project Order 2024;

"date of final commissioning" means in respect of each part of the authorised development as approved under requirement 2 of Schedule 2 (requirements) the date on which each part of the authorised development commences operation by generating electricity on a commercial basis but excluding the generation of electricity during commissioning and testing;

"date of decommissioning" means in respect of each part of the authorised development, the date that that part of the authorised development has permanently ceased to generate electricity on a commercial basis;

"electrical cables" means—

(a) cables of differing types and voltages installed for the purposes of conducting electricity, auxiliary cables, cables connecting to direct current (DC) boxes, earthing cables, data cables and optical fibre cables; and

(b) works associated with cable laying including jointing pits, hardstanding adjoining the jointing pits, combiner boxes, fibre bays, cable ducts, cable protection, joint protection, manholes, kiosks, marker posts, underground cable marker, tiles and tape, send and receive pits for horizontal directional drilling, trenching, lighting, and a pit or container to capture fluids associated with drilling;

"electronic transmission" means a communication transmitted—

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

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

"environmental statement" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the environmental statement for the purposes of this Order;

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

"framework battery safety management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework battery safety management plan for the purposes of this Order;

"framework construction environmental management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework construction environmental management plan for the purposes of this Order;

"framework construction traffic management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework construction traffic management plan for the purposes of this Order;

"framework decommissioning environmental management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework decommissioning environmental management plan for the purposes of this Order;

"framework landscape and ecological management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework landscape and ecological management plan of the purposes of this Order;

"framework operational environmental management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework operational environmental management plan for the purposes of this Order;

"framework public rights of way management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework public rights of way management plan for the purposes of this Order;

"framework skills, supply chain and employment plan" means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework skills, supply chain and employment plan for the purposes of this Order;

"framework soil management plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework soil management plan for the purposes of this Order;

"Gate Burton undertaker" means the undertaker for the purposes of the Gate Burton Energy Park Order 2024;

"hedgerow removal plan" means the plans of that name identified in the table at Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the hedgerow removal plan for the purposes of this Order;

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

"land and crown land plans" means the plans of that name identified in the table at Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the special category land plan for the purposes of this Order;

"limits of deviation" means the limits of deviation shown for each numbered work on the works plans;

"maintain" includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part of, but not remove, reconstruct or replace the whole of, the authorised development and "maintenance" and "maintaining" are to be construed accordingly;

"National Grid" 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;

"Order land" means the land which is required for, or is required to facilitate, or is incidental to, or is affected by the authorised development shown on the land plans and described in the book of reference;

"Order limits" means the limits shown on the works plans within which the authorised development may be carried out and land acquired or used;

"outline design principles statement" means the document identified as the outline design principles statement in the table of Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline design principles for the purposes of this Order;

"outline drainage strategy" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline drainage strategy for the purposes of this Order;

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

"permitted preliminary works" means all or any of—

(a) environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purpose of assessing ground conditions;

(b) removal of plant and machinery;

(c) above ground site preparation for temporary facilities for the use of contractors;

(d) remedial work in respect of any contamination or other adverse ground conditions;

(**a**) "highway" is defined in section 328(1). For "highway authority" see section 1.
(**b**) 1981 c. 67.

(e) diversion and laying of apparatus;

(f) the provision of temporary means of enclosure and site security for construction;

(g) the temporary display of site notices or advertisements;

(h) site clearance (including vegetation removal, demolition of existing buildings and structures); or

(i) advanced planting to allow for an early establishment of protective screening;

"plot" means any plot as may be identified by reference to a number and which is listed in the book of reference and shown on the land plans;

"relevant permit scheme" means the Lincolnshire Permit Scheme for Road Works and Street Works Order 2016 or the Nottinghamshire County Council Permit Scheme Order 2020 which are made under Part 3 of the Traffic Management Act 2004, as applicable for the location of the relevant street works;

"relevant planning authority" means the local planning authority for the area in which the land to which the provisions of this Order apply is situated and as more particularly described for the purposes of the requirements in Schedule 2 (requirements);

"requirements" means those matters set out in Schedule 2 (requirements) and "requirement" means any one of the requirements;

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

"street" means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes any footpath and 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, access and rights of way plans" means the plans of that name identified in the table at Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the streets, access and rights of way plans for the purposes of this Order;

"street works" means the works listed in article 8(1) (street works);

"subsidiary" has the same meaning as in section 1159 of the Companies Act 2006(c);

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

"traffic regulation measures plan" means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the traffic regulation measures plan for the purposes of this Order;

"undertaker" means Tillbridge Solar Limited (company number 12887594) and any other person who for the time being has the benefit of this Order in accordance with article 35 (benefit of the Order) or article 36 (consent to transfer the benefit of the Order);

"Upper Tribunal" means the Lands Chamber of the Upper Tribunal;

"watercourse" includes every river, stream, creek, ditch, drain, canal, cut, culvert, dyke, sluice, sewer and passage through which water flows except a public sewer or drain;

"West Burton undertaker" means the undertaker for the purposes of the West Burton Solar Project Order 2025;

"working day" means any day apart from Saturday, Sunday or any statutory bank or public holiday; and

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(**a**) 2003 c. 21.
(**b**) "street authority" is defined in section 49 which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c. 7).
(**c**) 2006 c. 46.
(**d**) Section 121A was inserted by paragraph 70 of Schedule 8 to the 1991 Act, and subsequently amended by section 271 of the Greater London Authority Act 1999 (c. 29); section 1(6) of, and paragraphs 70 and 95 of Schedule 1 to the Infrastructure Act 2015; and S.I. 1999/1920 and S.I 2001/1400.

"works plans" means the plans of that name identified in the table at Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the works plans for the purposes of this Order.

(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 airspace above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or over which rights are created and acquired under this Order or is otherwise comprised in this Order.

(3) In this Order, references to the purposes of the authorised development includes the construction, maintenance, operation, use and decommissioning of the authorised development.

(4) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between lines or points on a numbered work comprised in the authorised development and shown on the works plans, traffic regulation measures plans and streets, access and rights of way plans are to be taken to be measured along that work.

(5) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plans and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to "Work No. 4" or "numbered work 4" means numbered works 4A and 4B inclusive and the same principle applies to such numbered works that contain letters.

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

(7) In this Order, references to any statutory body include that body's successor bodies.

(8) All areas described in square metres in the book of reference are approximate.

(9) References in this Order to any statute, order, regulation or similar instrument are to be construed as a reference to the 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 this Order

3.—(1) Subject to the provisions of this Order and the requirements, the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

(2) Each numbered work must be situated within the corresponding numbered area shown on the works plans and within the limits of deviation.

Operation of generating station

4.—(1) The undertaker is authorised to use and operate the generating station comprised in the authorised development.

(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.

Power to maintain the authorised development

5.—(1) The undertaker may at any time maintain the authorised development.

(2) This article only authorises the carrying out of maintenance works within the Order limits.

(3) This article does not authorise the carrying out of any maintenance works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement.

Application and modification of statutory provisions

6.—(1) The following provisions do not apply in relation to the carrying out of any development, activity or operation for the purposes of the authorised development, or in connection with the authorised development—

(a) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(a);

(b) section 32 (variation of awards)(b) of the Land Drainage Act 1991;

(c) the provisions of any byelaws made under section 66 (powers to make byelaws)(c) of the Land Drainage Act 1991;

(d) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw making powers of the appropriate agency) to the Water Resources Act 1991(d);

(e) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(e) in respect of a flood risk activity only;

(f) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order and do not impact on the operation or maintenance of the River Trent as a navigable river; and

(g) the provisions of the Neighbourhood Planning Act 2017(f) insofar as they relate to the temporary possession of land under articles 30 (temporary use of land for constructing the authorised development) and 31 (temporary use of land for maintaining the authorised development) of this Order.

(2) For the purposes of section 9 (requirement of licence for felling) of the Forestry Act 1967(g) any felling comprised in the carrying out of any work or operation required for the purposes of the authorised development, or in connection with, the authorised development is deemed to be immediately required for the purposes of carrying out development authorised by planning permission granted under the 1990 Act.

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

"or

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

(4) Regulation 14 of the Town and Country Planning (Tree Preservation) (England) Regulations 2012(i) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph 14(1)(a)(ix) the following—

"or

(**a**) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.
(**b**) Section 32 was amended by S.I. 2013/755.
(**c**) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).
(**d**) Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16) and S.I. 2013/755. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.
(**e**) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.
(**f**) 2017 c. 20.
(**g**) Section 9 was amended by section 4 of, and paragraph 141 of, Schedule 2 to the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2013/755. There are other amendments to section 9 that are not relevant to this Order.
(**h**) S.I. 1997/1160.
(**i**) S.I. 2012/605.

(x) so far as such work is necessary to implement development which has been authorised by an order granting development consent pursuant to the Planning Act 2008."

(5) Notwithstanding the provisions of section 208 (liability) of the 2008 Act, for the purposes of regulation 6 (meaning of "development") of the Community Infrastructure Levy Regulations 2010(a) any building comprised in the authorised development is deemed to be—

(a) a building into which people do not normally go; or

(b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

(6) If planning permission is granted under the powers conferred by the 1990 Act for development, any part of which is within the Order limits following the coming into force of this Order, that is—

(a) not itself a development for which development consent is required under the 2008 Act or part of such a development; or

(b) required to complete or enable the maintenance, use of operation of any part of the development authorised by this Order;

then the construction, maintenance, use or operation of that development under the terms of the planning permission does not constitute a breach of the terms of this Order.

(7) To the extent that any development carried out or used—

(a) pursuant to a planning permission granted under section 57 (requirement of planning permission) or section 73 (determination of applications to develop land without compliance with conditions previously attached) of the 1990 Act, including if changed by a determination by the local planning authority under section 96A (power to make non-material changes to planning permission or permission in principles) of the 1990 Act, or compliance with any conditions of that permission;

(b) pursuant to any development consent order granted under section 114 (grant or refusal of development consent) of the 2008 Act, including any corrections or amendments to that development consent order made under section 119 (correction of errors in development consent decisions) or section 152 (changes to, and revocation of, orders granted development consent) of the 2008 Act, or compliance with the terms of that development consent order; or

(c) pursuant to a consent granted by the Secretary of Statement pursuant to section 36 (consent required for construction etc of generation stations) of the 1989 Act, including any variation to that consent made under section 36C (variation of consents under section 36) of that Act;

is inconsistent with the exercise of any power, right or obligation under this Order or the authorised development, then that inconsistency is to be disregarded for the purposes of establishing whether any development which is the subject matter of that planning permission or development consent order is capable of physical implementation, and no enforcement action under the 1989 Act, 1990 Act or the 2008 Act may be taken in respect of that inconsistency, whether it relates to land inside or outside the Order limits.

(8) Any development or any part of a development within the Order limits which is constructed or used under the authority of any permission falling under sub-paragraphs (6) or (7) is deemed not to be a breach of, or inconsistent with, this Order and does not prevent the authorised development being carried out or used or any other power or right under this Order being exercised.

(9) In paragraph (7) "enforcement action" means any enforcing action under Part 7 (enforcement) of the 1990 Act or Part 8 of the 2008 Act, as relevant.

(**a**) S.I. 2010/948, amended by S.I. 2011/987. There are other amending instruments but none are relevant to this Order.

Defence to proceedings in respect of statutory nuisance

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

(a) relates to premises used by the undertaker for the purposes of the authorised development or in connection with the authorised development and that the nuisance is attributable to the construction, maintenance, operation, use or decommissioning of the authorised development in accordance with a notice served under section 60 (control of noise on construction site) of the Control of Pollution Act 1974(b), a consent given under section 61 (prior consent for work on construction site) of that Act, or any document approved under the provisions of Schedule 2 of the Order; or

(b) is a consequence of the construction, maintenance or decommissioning of the authorised development and that it cannot reasonably be avoided; or

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

(2) Section 61(9) (prior consent for work on construction sites) of the Control of Pollution Act 1974, does not apply where the consent relates to the use of the premises by the undertaker for purposes of the authorised development, or in connection with the authorised development.

PART 3

STREETS

Street works

8.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 4 (streets subject to street works) and may—

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

(b) drill, tunnel or bore under the street;

(c) place and keep apparatus and electrical cables under the street;

(d) maintain apparatus and electrical cables under the street, change its position or remove it;

(e) repair, replace or otherwise alter the surface or structure of the street or any culvert under the street; and

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

(2) The authority given by paragraph (1) is a statutory right or licence 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) Where the undertaker is not the street authority, the provisions of sections 54 (notice of certain works) to 106 (index of defined expressions) of the 1991 Act apply to any street works carried out under paragraph (1).

Application of the relevant permit scheme

9.~~8A.~~—(1) The relevant permit scheme applies with the modifications set out in this article to street works carried out under the power conferred by article 8 (street works) of this Order.

(2) For the purposes of this Order—

(**a**) 1990 c. 43.
(**b**) 1974 c. 40.

(a) a permit may not be refused or granted subject to conditions which relate to the imposition of a moratoria; and

(b) a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(3) References to moratoria in sub-paragraph (2) mean restrictions imposed under section 58 (restrictions on works following substantial road works) or section 58A (restrictions on works following substantial street works) of the 1991 Act.

(4) Without restricting the undertaker's recourse to any alternative appeal mechanism which may be available under the relevant permit scheme or otherwise, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit scheme in accordance with the mechanism set out in Schedule ~~17~~16 (procedure for discharge of requirements) of this Order.

Power to alter layout, etc., of streets

10.~~9.~~ —(1) The undertaker may for the purposes of the authorised development, or in connection with the authorised development alter the layout of or carry out any works in the street—

(a) in the case of the streets specified in column 2 of the table in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) permanently in the manner specified in relation to that street in column 3; and

(b) in the case of the streets as specified in column 2 of the table in Part 2 (temporary alteration of layout) of Schedule 5 (alteration of streets) temporarily in the manner specified in relation to that street in column 3.

(2) Without prejudice to the specific powers conferred by paragraph (1), but subject to paragraphs (3) and (4), the undertaker may, for the purposes of the authorised development, or in connection with the authorised development, alter the layout of any street including, notwithstanding article 3 (development consent etc. granted by this Order) any street outside of the Order limits and, without limitation on the scope of this paragraph, the undertaker may—

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

(b) make and maintain passing places; and

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

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

(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority, such consent to be in a form reasonably required by the street authority.

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

Construction and maintenance of altered streets

11.~~10.~~ —(1) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) to this Order must be completed to the reasonable satisfaction of the highway authority or street authority (as relevant) and, unless otherwise agreed by the highway authority or street authority, the alterations must be maintained by and at the expense of the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the highway authority or street authority (as relevant).

(2) Subject to paragraph (3), the temporary alterations to each of the streets specified in Part 2 (temporary alteration of layout) of Schedule 5 (alteration of streets) must be completed to the reasonable satisfaction of the street authority and the temporary alterations must be maintained by and at the expense of the undertaker.

(3) Those restoration works carried out pursuant to article ~~9(3)~~10(3) (power to alter layout, etc., of streets) must be completed to the reasonable satisfaction of the highway authority or street authority and must be maintained by the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the highway authority or street authority.

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

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

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

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

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

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

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

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

(6) Paragraphs (2) to (5) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

Temporary prohibition or restriction of the use of streets and public rights of way

12.~~11.~~—(1) The undertaker may, during and for the purposes of constructing or maintaining the authorised development, temporarily prohibit the use of, restrict the use of, authorise the use of, alter or divert any street or public right of way and may for any reasonable time—

(a) divert the traffic or a class of traffic from the street or public right of way;

(b) authorise the use of motor vehicles on classes of public rights of way where, notwithstanding the provisions of this article, there is otherwise no public right to use motor vehicles; and

(c) subject to paragraph (2), prevent all persons from passing along the street or public right of way.

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

(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily, prohibit the use of, authorise the use of, restrict the use of, alter or divert—

(a) the streets specified in column 2 of the table in Part 1 (temporary prohibition or restriction of the use of streets) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;

(b) the public rights of way specified in column 2 of the table in Part 2 (temporary prohibition or restriction of public rights of way with diversion) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;

(c) the public rights of way specified in column 2 of the table in Part 3 (permanent use of motor vehicles on public rights of way) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;

(d) the public rights of way specified in column 2 of the table in Part 4 (temporary management of public rights of way) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and

(e) the public rights of way specified in column 2 of the table in Part 5 (temporary use of motor vehicles on public rights of way) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table.

(4) The undertaker must not temporarily prohibit the use of, authorise the use of, restrict the use of, alter or divert—

(a) any street or public right of way specified in paragraph (3) without first consulting the street authority; and

(b) any other street or public right of way without the consent of the street authority, and the street authority may attach reasonable conditions to any such consent.

(5) Any person who suffers loss by the suspension of any street or 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.

(6) Without prejudice to the scope of paragraph (1), the undertaker may use any street or public right of way the use of which has been temporarily prohibited, restricted, altered or diverted under the powers conferred by this article and within the Order limits as a temporary working site.

(7) In this article expressions used in this article and in the 1984 Act have the same meaning.

(8) Nothing in this article prevents the undertaker from temporarily, prohibiting the use of, authorising the use of, restricting the use of, altering or diverting a street or public right of way under this article more than once.

Claimed public right of way

13.~~12.~~—(1) Subject to the provisions of this article, the undertaker may for the purposes of the authorised development temporarily prohibit the use of, restrict the use of, authorise the use of, alter or divert any claimed public right of way shown using the yellow line on the streets, access, rights of way plans listed in Parts 2, 4 and 5 of Schedule 6 (streets and public rights of way) to an extent that does not exceed the limits of the land shown dashed pink on the streets, access, rights of way plans whether or not that street was in existence or recognised on the definitive map on the date this Order is made.

(2) Where a claimed public right of way is temporarily prohibited for use, restricted for use, authorised for use, altered or diverted under paragraph (1)—

(a) subject to paragraph (3), all public rights of way over or along the claimed public right of way are temporarily prohibited or restricted for use;

(b) subject to paragraph (4), private rights over or along a claimed public right of way are temporarily suspended or cease to have effect; and

(c) the undertaker may appropriate and authorise for use, alter or divert for the purposes of the authorised development so much of the proposed public right of way as is bounded on both sides by land owned by the undertaker.

(3) The prohibition or restriction of use of public rights of way referred to in paragraph (1) will come into effect seven working days after the undertaker serves a notice on the surveying authority giving details of the extent of the prohibition or restriction of use and including a plan showing the extent by which the public right of way has been prohibited or restricted for use.

(4) The power conferred by paragraph (1) must not be exercised by the undertaker earlier than the date on which the undertaker acquired an interest in the land comprised in the extent of the public right of way to be prohibited for use, restricted for use, authorised for use, altered or diverted and

the provisions of article 24 (private rights) apply to the extinguishment or cessation of any such private rights.

(5) A notice referred to in paragraph (3) is deemed to be a legal event for the purposes of section 53(3)(a)(i)(1) of the Wildlife and Countryside Act 1981.

(6) This article is subject to article 33 (apparatus and rights of statutory undertaker in stopped up streets).

(7) 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.

(8) In this article—

"definitive map" has the meaning given to it by section 53(1) of the Wildlife and Countryside Act 1981; and

"surveying authority" has the same meaning given to it by section 66(1)(2) (interpretation of Part III) of the Wildlife and Countryside Act 1981 and section 159 of the 2008 Act applies to this article.

Use of private roads

14.~~13.~~—(1) The undertaker may use any private road within the Order limits for the passage of persons or vehicles (with or without materials, plant and machinery) for the purposes of the authorised development, or in connection with the authorised development.

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

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

Access to works

15.~~14.~~ The undertaker may, for the purposes of the authorised development and in connection with the authorised development—

(a) form and lay out the permanent means of access, or improve existing means of access, in the locations specified in Schedule 7 (access to works);

(b) form and lay out the temporary means of access in the location specified in Part 2 (temporary means of access) of Schedule 7 (access to works); and

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

Agreements with street authorities

16.~~15.~~—(1) A street authority and the undertaker may enter into agreements with respect to—

(a) the strengthening, improvement, repair or reconstruction of any street under the powers conferred by this Order;

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

(c) the undertaking in the street of any of the works referred to in article 8 (street works) and article ~~10(1)~~**Error! Reference source not found.** (construction and maintenance of altered streets) and article ~~14~~15 (access to works); or

(d) the adoption by a street authority which is the highway authority of works—

(i) undertaken on a street which is existing public maintainable highway; or

(ii) which the undertaker and highway authority agree to be adopted as public maintainable highway.

(2) If such agreement provides that the street authority must undertake works on behalf of the undertaker the agreement may, without prejudice to the generality of paragraph (1)—

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

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

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

Traffic regulation measures

17.~~16.~~—(1) Subject to the provisions of this article the undertaker may at any time, in the interests of safety and for the purposes of the authorised development, or in connection with the authorised development, temporarily place traffic signs and signals in the extents of the road specified in column 2 of the table in Schedule 8 (traffic regulation measures) and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(a).

(2) Subject to the provisions of this article and without limitation to the exercise of the powers conferred by paragraph (1), the undertaker may make temporary provision for the purposes of the authorised development—

(a) as to the speed at which vehicles may proceed along any road;

(b) permitting, prohibiting or restricting the stopping, waiting, loading or unloading of vehicles on any road;

(c) as to the prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;

(d) permitting, prohibiting or restricting the use by vehicular traffic or non-vehicular traffic of any road; and

(e) suspending or amending in whole or in part any order made, or having effect as if made, under the 1984 Act.

(3) No speed limit imposed by or under this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(b) when in accordance with regulation 3(5) of those regulations.

(4) Before exercising the power conferred by paragraph (2) the undertaker must—

(a) consult with the chief officer of police in whose area the road is situated; and

(b) obtain the written consent of the traffic authority.

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

(a) given not less than four weeks' 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) not less than seven days before the provision is to take effect published the undertaker's intention to make the provision in one or more newspapers circulating in the area in which any road to which the provision relates is situated; and

(c) displayed a site notice containing the same information at each end of the length of road affected.

(6) Any provision made under the powers conferred by paragraphs (1) or (2) of this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (1) or (2).

(7) Any provision made by the undertaker under paragraphs (1) or (2)—

(a) must be made by written instrument in such form as the undertaker considers appropriate;

(**a**) S.I. 2016/362.
(**b**) S.I. 2011/935.

(b) 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 specific savings and exemptions to which the provision is subject; and

(c) 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).

(8) In this article—

(a) subject to paragraph (b), expressions used in this article and in the 1984 Act have the same meaning; and

(b) a "road" means a road that is a public highway maintained by and at the expense of the traffic authority.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

18.~~17.~~—(1) Subject to sub-paragraphs (3) and (4) and (7) the undertaker may use any watercourse or any drain for the drainage of water for the purposes of the authorised development or in connection with the authorised development, and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse or drain.

(2) Any dispute arising from the making of connections to or the use of a drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(b).

(3) The undertaker must not discharge any water into any watercourse or drain except with the consent of the person to whom it belongs whose consent may be given subject to terms and conditions as that person may reasonably impose.

(4) The undertaker must not make any opening into any drain except—

(a) in accordance with plans approved by the person to whom the drain belongs; and

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

(5) Where the undertaker discharges water into, or makes any opening into, a watercourse or drain belonging to or under the control of a drainage authority (as defined in Part 3 of Schedule 15 (protective provisions)), the provisions of Part 3 of Schedule 15 (protective provisions) apply in substitution for the provisions of paragraphs (3) and (4).

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse 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 the entry into controlled waters (within the meaning given by section 104 of the Water Resources Act 1991) of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016(c).

(8) In this article—

(a) "drain" means a drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and

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(**a**) 2004 c. 18.
(**b**) 1991 c. 56.
(**c**) S.I. 2016/1154.

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

~~**18. [Article no longer used]**~~

Protective works to buildings

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

(2) Protective works may be carried out—

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

(b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of five years beginning with the date of final commissioning; and

(c) to facilitate or during decommissioning of any part of the authorised development in the vicinity of the building.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

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

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

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

(5) Before exercising—

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

(b) a right under paragraph (3) to enter a building and land within its curtilage;

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

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

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 43 (arbitration).

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

(8) Where—

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

(b) within the period of five years beginning with the date of final commissioning of the relevant part of the authorised development it appears protective works are inadequate to

(**a**) 1991 c. 57.

protect the building against damage caused by the construction or use of that part of the authorised development,

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

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

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

(11) 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.

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

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

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

Authority to survey and investigate the land

20.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or enter on any land which may be affected by the authorised development or enter on any land upon which entry is required in order to carry out monitoring or surveys in respect of the authorised development 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 and 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 for use in connection with the survey and investigation of land 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 before entering the land, produce written evidence of their authority to do so; and

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

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

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

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

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

(6) 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.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

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

(2) This article is subject to article 22 (time limit for exercise of authority to acquire land compulsorily), article 23 (compulsory acquisition of rights), article 30 (temporary use of land for constructing the authorised development) and article 44 (statutory undertakers) and article 50 (Crown rights).

Time limit for exercise of authority to acquire land compulsorily

22.—(1) The applicable period for the purposes of section 4 of the 1965 Act (time limit for giving notice to treat) and section 5A of the 1981 Act (time limit for general vesting declaration) is five years beginning on the day on which this Order is made.

(2) No notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1981) of the 1965 Act and no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 25 (application of the 1981 Act) after the end of the applicable period, including any extension to the applicable period pursuant to those Acts.

(3) The authority conferred by article 30 (temporary use of land for constructing the authorised development) must not be used after the end of the applicable period referred to in sub-paragraph (1), save that if an application is made under section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent) the applicable period is to be extended by—

(a) a period equivalent to the period beginning on the day the application is made and ending on the day it is withdrawn or finally determined; or

(b) if shorter, one year.

(4) An application is not finally determined for the purposes of sub-paragraph (3)(a) if an appeal in respect of the application—

(a) could be brought (ignoring any possibility of an appeal out of time with permission); or

(b) has been made and not withdrawn or finally determined.

(5) Nothing in sub-paragraph (3) 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

23.—(1) Subject to paragraph (2) and article 30 (temporary use of land for constructing the authorised development), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 21 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this paragraph, article 24 (private rights) and article 32 (statutory undertakers), in the case of the Order land specified in column 1 of the table in Schedule 9 (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 and benefit of restrictive covenants over that 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 the table in that Schedule.

(3) Subject to section 8 (other provisions as to divided land) and Schedule 2A (counter-notice requiring purchase of land) of the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants)), where the undertaker creates or acquires an existing right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or imposition of restrictive covenants under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

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

(7) This article is subject to article 50 (Crown rights).

(8) Subject to the modifications set out in Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of restrictive covenants) 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 of this Order in respect of a right by the creation of a new right or imposition of a restrictive covenant as they apply to the compulsory purchase of land and interests in land.

Private rights

24.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order are extinguished—

(a) from the date of acquisition of the land, whether compulsorily or by agreement or through the grant of a lease of the land by agreement; or

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

whichever is the earliest.

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

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

whichever is the earliest.

(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 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 32 (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,

stating 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 that title was derived before or after the making of the agreement.

(8) References in this article to private rights over land include any right of way, trust, incident, restrictive covenant, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support; and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

Application of the 1981 Act

25.—(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 the 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) In section 5(2) (earliest date for execution of declaration) omit the words from "and this subsection" to the end.

(5) In section 5B(1) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)," substitute "section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)".

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

(7) 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)".

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

"(2) But see article 26(3) (acquisition of subsoil or airspace only) of the Tillbridge Solar Order 202[*], which excludes the acquisition of subsoil only from this Schedule.".

(9) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 28 (modification of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

Acquisition of subsoil only

26.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 21 (compulsory acquisition of land) or article 23 (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 of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of the 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 only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act as modified by Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants);;

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

(c) section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

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

Power to override easements and other rights

27.—(1) Any authorised activity which takes place on land within the Order land (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

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

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

(2) In this article "authorised activity" means—

(a) activities carried out for the purposes of the authorised development or in connection with the authorised development;

(b) the exercise of any power authorised by the Order; or

(c) the use of any land within the Order land (including the temporary use of land).

(3) The interests and rights to which this article applies include any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract.

(4) Where an interest, right or restriction is overridden by paragraph (1), compensation—

(a) is payable under section 7 (measure of compensation in case of severance) or 10 (further provision as to compensation for injurious affection) of the 1965 Act; and

(b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—

(i) the compensation is to be estimated in connection with a purchase under that Act; or

(ii) the injury arises from the execution of works on or use of land acquired under that Act.

(5) Where a person deriving title under the undertaker or any contractors, servants or agents of the undertaker by whom the land in question was acquired—

(a) is liable to pay compensation by virtue of paragraph (4); and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(6) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1).

Modification of Part 1 of the Compulsory Purchase Act 1965

28.—(1) Part 1 of the 1965 Act (compulsory acquisition under Acquisition of Land Act 1946), 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) for "section 23 of the Acquisition of Land Act 1981 (application to the High Court in respect of compulsory purchase order" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act".

(3) In section 11A (powers of entry: further notice of entry)—

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

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

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

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

"(2) But see article 26(3) (acquisition of subsoil or airspace only) of the Tillbridge Solar Order 202[*], which excludes the acquisition of subsoil only from this Schedule"; and

(b) after paragraph 29 insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 19 (protective works to buildings), article 30 (temporary use of land for constructing the authorised development) or article 31 (temporary use of land for maintaining the authorised development) of the Tillbridge Solar Order 202[*].".

Rights under or over streets

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

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

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

(a) any subway or underground building; or

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

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and

who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (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 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for constructing the authorised development

30.—(1) The undertaker may, in connection with the construction of the authorised development—

(a) enter on and take temporary possession of—

(i) so much of the land specified in column (1) of the table in Schedule 11 (land of which temporary possession may be taken) for the purpose specified in relation to the land in column (2) of that table; and

(ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (powers of entry) and no declaration has been made under section 4 of the 1981 Act (execution of declaration);

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

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

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

(e) construct any works on that land as are mentioned in Schedule 1 (authorised development); and

(f) carry out mitigation works required under the requirements in Schedule 2 (requirements).

(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 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker 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 the land referred to in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken; or

(b) in the case of land referred to in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development 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.

(5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all 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, debris, 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 4 (streets subject to street works), Schedule 5 (alteration of streets) or Schedule 7 (access to works);

(d) remove any fencing or boundary treatments installed by the undertaker under this article to replace or enhance existing fencing or boundary treatments; or

(e) restore the land on which any works have been carried out under paragraph (1)(f) insofar as the works relate to mitigation, compensation or enhancement works identified in the environmental statement or required pursuant to the requirements in Schedule 2 (requirements).

(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 any power conferred by this article.

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

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (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) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over, the land referred to in paragraph (1)(a)(i) under this Order.

(11) Nothing in this article precludes the undertaker from—

(a) creating and acquiring new rights or imposing restrictions over any part of the Order land identified in Schedule 9 (land in which only new rights etc. may be acquired); or

(b) acquiring any part of the subsoil of (or rights in the subsoil of) that land under article 26 (acquisition of subsoil only) or any part of the subsoil of or airspace over that land under article 29 (rights under or over streets).

(12) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use 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.

(13) Nothing in this article prevents the taking of temporary possession more than once in relation to any land that the undertaker takes temporary possession of under this article.

Temporary use of land for maintaining the authorised development

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

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

(b) enter on any land within the Order land for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and

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

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

(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 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use 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.

(11) In this article "the maintenance period" means the period of five years beginning with the date of final commissioning of the part of the authorised development for which temporary possession is required under this article except where maintenance relates to landscaping or ecological works in which case "the maintenance period" means such period as set out in the landscape and ecological management plan which is approved by the relevant planning authority pursuant to requirement 7 beginning with the date on which that part of the landscaping is completed.

Statutory undertakers

32. Subject to the provisions of Schedule 15 (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

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

Apparatus and rights of statutory undertakers in closed streets

33. Where a street, public right of way or claimed public right of way is altered or diverted or its use is temporarily prohibited or restricted under article 8 (street works), article ~~9~~10 (power to alter layout, etc., of streets), article ~~10~~11 (construction and maintenance of altered streets), article ~~11~~12 (temporary prohibition or restriction of the use of streets and public rights of way) or article ~~12~~13 (claimed public right of way) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule 15 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

34.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 32 (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 32 (statutory undertakers), any person who is—

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

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

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

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

(4) In this article—

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

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

PART 6

MISCELLANEOUS AND GENERAL

Benefit of the Order

35.—(1) Subject to sub-paragraph 0 and article 36 (consent to transfer the benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to Work No. 5 in respect of which the provisions of this Order are for the benefit of the undertaker and National Grid.

Consent to transfer the benefit of the Order

36.—(1) Subject to the powers of this Order, the undertaker may—

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

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

(2) Where a transfer or grant has been made references in this Order to the undertaker, except in paragraph (8), are to include references to the transferee or lessee.

(3) The consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—

(a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply etc.) of the 1989 Act;

(**a**) 2003 c. 21.

(b) the transfer or grant relates to Work No. 4C to 4E and the transferee or lessee (as relevant) is the Cottam undertaker; or

(c) the transfer or grant relates to Work No. 4E and the transferee or lessee (as relevant) is the Gate Burton undertaker; or

(d) the transfer or grant relates to Work No. 4D and 4E and the transferee or lessee (as relevant) is West Burton undertaker; or

(e) 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 full and 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.

(4) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State and the relevant planning authorities in writing before transferring or granting a benefit referred to in paragraph (1).

(5) The notification referred to in paragraph (4) must state—

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

(b) subject to paragraph (6), the date on which the transfer will take effect;

(c) the powers to be transferred or granted;

(d) pursuant to paragraph (8), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and

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

(6) The date specified under paragraph (5)(b) must not be earlier than the expiry of ten working days from the date of the receipt of the notification.

(7) The notification given 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 notification.

(8) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit—

(a) the benefit transferred or granted ("the transferred benefit") must include 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 will reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit will not be enforceable against the undertaker; and

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

Application of landlord and tenant law

37.—(1) This article applies to—

(a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and

(b) any agreement entered into by the undertaker with any person for the purposes of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement, so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Operational land for the purposes of the 1990 Act

38. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3) (cases in which land is to be treated as operational land) of the 1990 Act.

Felling or lopping of trees and removal of hedgerows

39.—(1) The undertaker may fell or lop any tree or shrub within or overhanging land within 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—

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

(b) constituting a danger to persons using the authorised development; or

(c) obstructing or interfering with the passage of vehicles to the extent necessary for the purposes of construction or decommissioning of the authorised development.

(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, is to 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 development and subject to paragraph (2), remove any hedgerows within the Order limits that may be required for the purposes of constructing the authorised development.

(5) Without prejudice to the generality of paragraph (4), the undertaker may, for the purposes of the authorised development or in connection with the authorised development and subject to paragraph (2), remove part of the hedgerows specified in column 2 of the table in part 1 and column 2 of the table in part 2 of Schedule 12 (hedgerows to be removed) and shown on the hedgerow removal plan.

(6) The undertaker may not pursuant to paragraphs (1), (4) or (5) fell or lop a tree or remove hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.

(7) In this article "hedgerow" has the same meaning as in the Hedgerows Regulations 1997.

Trees subject to tree preservation orders

40.—(1) Subject to paragraph (2), the undertaker must not under the powers of this article fell, lop, prune, or cut back the roots of any tree which is the subject of a tree preservation order.

(2) The undertaker may fell or lop any tree that is subject to a tree preservation order which was made after 10 April 2024 within or overhanging land within the Order limits or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development.

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

(a) the undertaker must do no 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) (replacement of trees) of the 1990 Act does not apply.

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

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

Certification of plans and documents, etc.

41.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all documents and plans listed in the table at Schedule 13 (documents and plans 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.

No double recovery

42. Compensation is not payable in respect of the same matter both under this Order and under any enactment, any contract or any rule of law.

Arbitration

43.—(1) Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules set out in Schedule 14 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by 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 application of either party (after giving written notice to the other) by the Secretary of State.

(2) Any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not subject to arbitration.

Protective provisions

44. Schedule 15 (protective provisions) has effect.

~~**45. [Article no longer used]**~~

Service of notices

45.~~**46.**~~—(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

(c) with the consent of the recipient and subject to paragraphs (6) 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 service 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 that time of service.

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

(a) addressing it to that person by 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 the 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 seven days of receipt that the recipient requires a paper copy of all or any 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 an electronic transmission 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 seven 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.

Procedure in relation to certain approvals etc.

46.~~47.~~—(1) Where an application is made to or request is made of, a consenting authority for any consent, agreement or approval required or contemplated by any of the provisions of the Order (not

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

including the requirements), such consent, agreement or approval to be validly given, must be given in writing.

(2) Where paragraph (1) applies to any consent, agreement or approval, such consent, agreement or approval must not be unreasonably withheld or delayed.

(3) Schedule ~~17~~16 (procedure for discharge of requirements) has effect in relation to all consents, agreements or approvals required, granted, refused or withheld in relation to the requirements.

(4) Save for applications made pursuant to Schedule ~~17~~16 (procedure for discharge or requirements) and where stated to the contrary if, within eight weeks (or such longer period as may be agreed between the undertaker and the relevant consenting authority in writing) after the application or request has been submitted to a consenting authority it has not notified the undertaker of its disapproval and the grounds of disapproval, it is deemed to have approved the application or request.

(5) Where any application is made as described in paragraph (1), the undertaker must include a statement in such application that refers to the timeframe for consideration of the application and the consequences of failure to meet that timeframe as prescribed by paragraph (4).

(6) Schedule ~~17~~16 (procedure for discharge of requirements) does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 15 (protective provisions) or any dispute under article 19(6) (protective works to buildings) to which paragraph (4) applies.

(7) In this article "consenting authority" means the relevant planning authority, highway authority, traffic authority, street authority, the owner of a watercourse, sewer or drain or the beneficiary of any of the protective provisions contained in Schedule 15 (protective provisions).

Guarantees in respect of payment of compensation

47.~~48.~~—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any part of the Order land unless it has first put in place either—

(a) a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2) in respect of the relevant provision in relation to that part of the Order land; or

(b) an alternative form of security, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2) in respect of the relevant provision in relation to that part of the Order land.

(2) The provisions are—

(a) article 21 (compulsory acquisition of land);

(b) article 23 (compulsory acquisition of rights);

(c) article 24 (private rights);

(d) article 29 (rights under or over streets);

(e) article 30 (temporary use of land for constructing the authorised development);

(f) article 31 (temporary use of land for maintaining the authorised development); and

(g) article 32 (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 to be treated as 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.

Compulsory acquisition of land – incorporation of the mineral code

48.~~49.~~ Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981(a) are incorporated into this Order subject to the modifications that—

(a) for "the acquiring authority" substitute "the undertaker";

(b) for the "undertaking" substitute "authorised development"; and

(c) paragraph 8(3) is not incorporated.

Crown rights

49.~~50.~~—(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 lessee or any licensee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary—

(a) belonging to 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 land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

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

Signed by authority of the Secretary of State for [ ]

Signature

Address
Date

Title
Department for [ ]

(**a**) 1981 c. 67.

SCHEDULES

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

Interpretation

1. In this Schedule—

"auxiliary equipment" means Low Voltage AC distribution board, Low Voltage DC distribution board, Battery and Charger panel, the power panel for security lighting, Protection and Control Panel and Telecom and Metering Panel and lightning protection;

"battery modules" means equipment used for the storage of electrical energy;

"battery energy storage systems" (BESS) means all components within Work No. 2;

"BESS Enclosure" means the components detailed within Work No 2(a) and (b);

"BESS-Solar Station Compound" means all components within Work No 2(a) – (e) and Work No 1(b);

"DC/DC converter" means an electrical device that converts the voltage of the direct current (DC) into another level of voltage;

"electrical cables" means

(a) cables of differing types and voltages installed for the purposes of conducting electricity, auxiliary cables, cables connecting to direct current (DC) boxes, earthing cables and optical fibre cables; and

(b) works associated with cable laying including jointing pits, hardstanding adjoining the jointing pits, link boxes, combiner boxes, fibre bays, cable ducts, cable protection, joint protection, manholes, kiosks, marker posts, underground cable marker, tiles and tape, send and receive pits for horizontal directional drilling, trenching, lighting, and a pit or container to capture fluids associated with drilling;

"equipment storage" means a total area of 1,200m^2 for either:

(a) open storage covered by a canopy for weather protection;

(b) the use of storage containers; and/or

(c) the provision of parking areas and associated infrastructure;

"inverter" means electrical equipment required to convert direct current power to alternating current;

"mounting structure" means a rack made with galvanised steel and/or magnelis or other material designed to support the solar panels and mounted on piles driven into the ground, piles rammed into a pre-drilled hole, a pillar attaching to a steel ground screw, or pillars fixed to concrete foundations of concrete ballasts and includes drives and motors;

"National Grid Cottam substation" means the existing 400kV substation at Cottam Power Station owned and operated by National Grid;

"permissive paths" means new access tracks providing restricted public access within the Order limits along the route shown on the access and rights of way plans;

"solar farm control centre" means an operations and maintenance building;

"solar panel" means a solar photovoltaic panel or module designed to convert solar irradiance to electrical energy;

"Solar Station" means a station comprising inverters, transformers and switchgear with each component for each solar station either:

(a) located outside, with a concrete foundation slab for each of the inverters, transformers and switchgear and a levelling layer of thick sand within a concrete perimeter pavement; or

(b) housed together within a container sitting on a concrete foundation slab and a levelling layer of thick sand with a concrete perimeter pavement;

"substation" means a compound containing electrical equipment required to switch, transform and convert electricity and provide reactive power compensation;

"switchgear" means a combination of electrical disconnect switches, fuses or circuit breakers used to control, protect and isolate electrical equipment; and

"transformer" means a structure containing an electrical device to transform electricity to a different voltage.

Authorised Development

2.—(1) In the Districts of West Lindsey and Bassetlaw and in the Counties of Lincolnshire and Nottinghamshire a nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act and associated development under section 115(1)(b) of the 2008 Act.

(2) The nationally significant infrastructure project comprises one generating station with a gross electrical output capacity of over 50 megawatts comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

Work No. 1— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts including—

(a) solar panels fitted to mounting structures; and

(b) solar stations;

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

Work No. 2— battery energy storage systems including—

(a) battery modules;

(b) an enclosure protecting the battery modules comprised in Work No. 2 (a) and ancillary equipment including liquid cooling systems and explosion prevention systems;

(c) heating, ventilation and air conditioning (HVAC) either housed within the enclosures comprised in Work No. 2(b), attached to the side or top of the enclosures, or located separately from but near to the enclosures;

(d) monitoring and control systems housed within the enclosures for Work No. 2(b) or located separately in its own enclosure or control room;

(e) DC/DC converter;

(f) fire safety infrastructure, mitigation and control measures including:

(i) fire service access,

(ii) fire compartmentation measures,

(iii) water storage tanks and hydrants,

(iv) impermeable membrane surrounding Work No 2(b) which directs fire water to a swale for containment and a sump and drain valve to allow the extraction of contaminated fire water,

(v) hard standing to accommodate emergency vehicles,

(vi) parking spaces; and

(g) electrical cables connecting to Work No. 1(b), and Work No. 3.

Work No. 3— development of onsite substations and associated works including—

(a) **Works 3A** – Substation A

(i) substation comprising main components of 400kV Gas Insulated Switchgear, 400kV Cable Sealing End, 400kV Surge Arrester, 400kV Post-Insulator, 2 x 400/33kV, 150/75/75 MVA Transformers, 400kV shunt reactor, 400kV gas insulated bus duct, 33kV Switchgear, 33kV Cabling and auxiliary equipment;

(ii) substation buildings including building to accommodate 400kV switchgear, buildings to accommodate 33kV switchgear and associated control and protection equipment, control room building to accommodate protection and control cabinets and auxiliary boards and panels and a diesel generator;

(iii) hardstanding, internal access road and parking areas; and

(iv) a water storage structure (swales) to collect and treat surface water before discharge.

(b) **Works 3B** – Substation B

(i) substation, comprising main components of 400kV Gas Insulated Switchgear, 400kV Cable Sealing End, 400kV Surge Arrester, 400kV Post-Insulator, 2 x 400/33kV, 150/75/75MVA Transformers, 400kV gas insulated bus duct, 33kV Switchgear, 33kV Cabling and auxiliary equipment;

(ii) substation buildings including building to accommodate 400kV switchgear, buildings to accommodate 33kV switchgear and associated control and protection equipment, control room building to accommodate Protection and Control cabinets and auxiliary boards and panels and a diesel generator;

(iii) hardstanding, internal access road and parking areas; and

(iv) a water storage structure (swales) to collect and treat surface water before discharge.

Work No. 4— works in connection with high voltage electrical cabling including—

(a) **Work No. 4A** – works to lay high voltage electrical cables including-

(i) connecting Work No. 3A to Work No. 3B;

(b) **Work No. 4B** – works to lay high voltage electrical cables, access and construction compounds for the electrical cables including-

(i) works to lay 400kV electrical cables connecting to Work No. 4A;

(ii) works to lay 400kV electrical cables connecting to Work No. 4C;

(iii) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;

(iv) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes;

(v) marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying;

(vi) tunnelling, boring and drilling works.

(c) **Work No. 4C** – works to lay high voltage electrical cables, access and construction compounds for the electrical cables including –

(i) works to lay 400kV electrical cables connecting to Work No. 4B;

(ii) works to lay 400kV electrical cables connecting to Work No. 4D;

(iii) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;

(iv) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes;

(v) marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying; and

(vi) tunnelling, boring and drilling works.

(d) **Work No. 4D** – works to lay high voltage electrical cables, access and construction compounds for the electrical cables including –

(i) works to lay 400kV electrical cables connecting to Work No. 4C;

(ii) works to lay 400kV electrical cables connecting to Work No. 4E;

(iii) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;

(iv) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes;

(v) marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying; and

(vi) tunnelling, boring and drilling works.

(e) **Work No. 4E** – works to lay high voltage electrical cables, access and construction compounds for the electrical cables including –

(i) works to lay 400kV electrical cables connecting to Work No. 4D;

(ii) works to lay 400kV electrical cables connecting to Work No. 5;

(iii) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;

(iv) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes;

(v) marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying; and

(vi) tunnelling, boring and drilling works.

Work No. 5 – works to the National Grid Cottam substation to facilitate connection of the authorised development to the National Grid Cottam substation including –

(a) busbars and connectors to connect to the existing busbar disconnectors at the National Grid substation;

(b) a 400kV 3phase circuit breaker for control and protection of the outgoing circuit serving the authorised development;

(c) a 3phase set of current transformers for protection of the new outgoing 400kV feeder circuit and the overlap with the National Grid system;

(d) a 3phase high accuracy metering current and voltage transformer assembly for commercial metering of the connection;

(e) a 3phase 400kV line disconnector/earth switch for isolation and earthing of the outgoing 400kV feeder circuit;

(f) a 3phase set of 400kV high voltage cable sealing ends and cables connecting the National Grid substation with Work No. 4; and

(g) protection and control works in the existing relay room or erection of new building to house protection and control works apparatus if required.

Work No. 6 – works including –

(a) electrical cables, including but not limited to electrical cables connecting Works No. 1, 2 and 3 to one another, connecting solar panels to one another, connecting the solar panels to the BESS, the solar stations and on-site substations, including tunnelling, boring and drilling works for trenchless crossings; and open trench crossings;

(b) site establishments and preparation works, including site clearance (including vegetation removal, demolition of existing buildings and structures); earthworks (including soil stripping and storage and site levelling) and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land;

(c) laying down of permissive paths;

(d) hardstanding and parking areas;

(e) sustainable drainage systems including swales, runoff outfalls, general drainage and irrigation infrastructure, systems and improvements or extensions to existing drainage and irrigation systems;

(f) fencing, gates, boundary treatment and other means of enclosure;

(g) works for the provision of security and monitoring measures such as CCTV columns, cameras, lighting columns and lighting, weather stations, perimeter fencing and communication infrastructure;

(h) improvement, maintenance and use of existing private tracks;

(i) works to maintain and repair streets and access roads;

(j) laying down of internal access tracks, ramps, means of access, footpaths, crossing of watercourses and roads, including the laying and construction of drainage infrastructure, signage and information boards;

(k) electricity, water, waste water and telecommunications connections including pressurised water pipes; and

(l) other works to mitigate any adverse effects of the construction, maintenance, operation or decommissioning of the authorised development.

Work No. 7 – construction and decommissioning compounds including—

(a) areas of hardstanding; compacted ground or track matting;

(b) parking areas;

(c) site and welfare offices, canteens and workshops;

(d) security infrastructure, including cameras, perimeter fencing and lighting;

(e) areas to store materials, equipment, waste skips and spoil;

(f) site drainage and waste management infrastructure (including sewerage); and

(g) electricity, water, waste water and telecommunications connections.

Work No. 8 – works to develop a solar farm control centre and equipment storage including –

(a) erection of a new building to accommodate the solar farm control centre including;

(i) Central Control Room;

(ii) Central CCTV and security control, including access gates to fenced areas;

(iii) welfare facility for staff and subcontractors;

(iv) parking area for staff and visitors;

(v) independent power supply including emergency power supply; and

(vi) equipment storage.

Work No. 9 – areas of habitat management and protection including —

(a) measures to enhance the existing woodland and hedgerows;

(b) landscape and biodiversity enhancement measures;

(c) habitat creation and management including earthworks and landscaping;

(d) construction of drainage infrastructure and means of access;

(e) laying down of internal access tracks, means of access and crossing of watercourses; and

(f) fencing gates boundary treatment and other means of enclosure.

Work No. 10 – works to facilitate access to Work No. 1 to 9 including —

(a) Work No. 10A— works to facilitate permanent access to Work Nos. 1 to 9 including;

(i) alternation and improvement of existing road layout;

(ii) creation of visibility splays; and

(iii) street works to facilitate the construction of proposed accesses.

(b) Work No. 10B— works to facilitate temporary construction and decommissioning access to Work Nos. 1 to 9 including:

(i) creation of new access or improvement of existing access from the public highway;

(ii) street works to facilitate the construction of proposed accesses and cable installation works;

(iii) alteration of road layouts, including modifications to road markings and temporary removal of signage to facilitate abnormal load manoeuvres;

(iv) alteration of road layout to facilitate localised carriageway widening for construction vehicles; and

(v) alteration of road layout to facilitate the construction of passing bays.

(c) Work No. 10C— works to facilitate permanent emergency access for fire service vehicles associated with Work No. 2 including:

(i) alteration of existing road layout to facilitate the creation of new emergency accesses from the public highway including the creation of visibility splays; and

(ii) street works to facilitate the construction of the proposed accesses.

Work No. 11 – sensitive archaeological site protection and management including —

(a) habitat creation and management; and

(b) fencing gates boundary treatment and other means of enclosure.

In connection with and in addition to Work Nos. 1 to 10 further associated development within the Order limits, including—

(a) works for the provision of fencing and security measures such as CCTV, columns, lighting, communication boxes, lightning protection masts and weather stations;

(b) laying down of internal access tracks, ramps and span bridges, means of access, non-motorised links, footpaths and footways, laying and surfacing of permissive paths;

(c) laying down of temporary footpath diversions, permissive paths and construction of drainage infrastructure, signage and information boards;

(d) bunds, embankments, trenching and swales;

(e) boundary treatments, including means of enclosure;

(f) habitat creation and management including earthworks, landscaping, means of enclosure and the laying and construction of drainage infrastructure;

(g) landscaping and other works to mitigate any adverse effects of construction, maintenance or operation of the authorised development;

(h) electrical, gas, water, foul water drainage and telecommunications infrastructure connections, diversions and works to, and works to alter the position of, such services and utilities connections;

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

(j) works to the existing irrigation system and works to alter the position and extent of such irrigation system;

(k) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage systems;

(l) site establishments and preparation works including site clearance (including vegetation removal, demolition of existing buildings and structures); earthworks (including soil stripping and storage and site levelling) and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land;

(m) works required for the strengthening, improvement, maintenance, or reconstruction of any street;

(n) tunnelling, boring and drilling works;

(o) working sites in connection with the construction and decommissioning of the authorised development and its restoration; and

(p) other works to mitigate any adverse effects of the construction, maintenance, operation or decommissioning of the authorised development;

and further associated development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance

or decommissioning of the authorised development but only within the Order limits and insofar as they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

SCHEDULE 2

Article 3

REQUIREMENTS

Interpretation

1. In this Schedule—

"relevant planning authority" means—

(a) Lincolnshire County Council and Nottinghamshire County Council in their capacity as the local planning authority for their respective administrative areas for the purposes of—

(i) Requirement 6 (battery safety management);

(ii) Requirement 10 (surface and foul water drainage);

(iii) Requirement 11 (archaeology);

(iv) Requirement 14 (~~construction traffic~~waste management plan);

(v) Requirement 15(construction traffic management plan);

(vi) ~~(v)~~ Requirement ~~16~~17 (public rights of way);

(vii) ~~(vi)~~ Requirement ~~18~~19 (soils management); and

(b) West Lindsey District Council and Bassetlaw District Council in their capacity as the local planning authority for their respective administrative areas for the purposes of—

(i) Requirement 3 (approved details and amendments to them);

(ii) Requirement 4 (community liaison group);

(iii) Requirement 5 (detailed design approval);

(iv) Requirement 7 (landscape and ecological management plan);

(v) Requirement 8 (biodiversity net gain);

(vi) Requirement 9 (fencing and other means of enclosure);

(vii) Requirement 12 (construction environmental management plan);

(viii) Requirement 13 (operational environmental management plan);

(ix) Requirement ~~17~~18 (operational noise);

(x) Requirement ~~19~~20 (skills, supply chain and employment);

(xi) Requirement ~~20~~21 (decommissioning and restoration);

and "relevant planning authorities" and "relevant planning authority" means Lincolnshire County Council, West Lindsey District Council and Bassetlaw District Council as applicable.

Commencement of the authorised development

2. The authorised development must not be commenced after the expiration of five years from the date this Order comes into force.

Approved details and amendments to them

3.—(1) The undertaker may submit any amendments to any Approved Document to the relevant planning authority for approval and, following approval, the relevant Approved Document is to be taken to include the amendments as approved under this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to any Approved Document must not be given except where it has been demonstrated to the satisfaction of the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, that the subject matter of the approval sought is unlikely to give

rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(3) In this paragraph, "Approved Document" means any document certified under article 41 (certification of plans and documents, etc) and any plans, details or schemes which have been approved pursuant to any requirement.

Community liaison group

4.—(1) Prior to the commencement of the authorised development the undertaker must submit to the relevant planning authorities for approval the terms of reference for a community liaison group whose aim is to facilitate liaison between representatives of people living in the vicinity of the Order limits and other relevant organisations in relation to the construction of the authorised development.

(2) The community liaison group must be established prior to commencement of the authorised development and must be administered by the undertaker, and operated, in accordance with the approved terms of reference.

(3) The community liaison group is to continue to meet until the date of final commissioning of the final part of the authorised development unless otherwise agreed with the relevant planning authorities.

Detailed design approval

5.—(1) No part of Work Nos. 1, 2, 3 or 4 may commence until details of—

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) external appearance;

(e) hard surfacing materials;

(f) vehicular and pedestrian access, parking and circulation areas; and

(g) refuse or other storage units, signs and lighting,

relating to that part have been submitted to and approved in writing by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The details submitted must accord with the outline design principles statement and the outline drainage strategy.

(3) The authorised development must be carried out in accordance with the approved details.

Battery safety management

6.—(1) Work No. 2 must not commence until a battery safety management plan has been submitted to and approved by the relevant planning authority.

(2) The battery safety management plan must prescribe measures to facilitate safety during the construction, operation and decommissioning of Work No. 2 including the transportation of new, used and replacement battery cells both to and from the authorised development.

(3) The battery safety management plan must be substantially in accordance with the framework battery safety management plan.

(4) The relevant planning authority must consult with West Lindsey District Council, Lincolnshire Fire and Rescue, Nottinghamshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery safety management plan.

(5) The battery safety management plan must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

Landscape and ecological management plan

7.—(1) No part of the authorised development may commence until a written landscape and ecological management plan has been submitted to and approved by the relevant planning authority for that part, or where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities, following consultation with the Environment Agency and where the part falls within its administrative area, Lincolnshire County Council.

(2) The landscape and ecological management plan must be substantially in accordance with the framework landscape and ecological management plan.

(3) The landscape and ecological management plan must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

(4) For the purposes of sub-paragraph (1), "commence" includes part (h) site clearance (including vegetation removal, demolition of existing buildings and structures) and part (i) (advanced planting to allow for an early establishment of protective screening) of permitted preliminary works.

Biodiversity net gain

8.—(1) No part of the authorised development may commence until a biodiversity net gain strategy has been submitted to and approved by the relevant planning authority, in consultation with the Environment Agency, Lincolnshire County Council and any other relevant statutory nature conservation body.

(2) The biodiversity net gain strategy must be substantially in accordance with the outline landscape and ecological management plan, must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

Fencing and other means of enclosure

9.—(1) No part of the authorised development may commence until written details of all proposed temporary fences, walls or other means of enclosure, including those set out in the construction environmental management plan, for that part have been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) No part of the authorised development may commence until written details of all permanent fences, walls or other means of enclosure for that part have been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(3) For the purposes of sub-paragraph (1), "commence" includes any permitted preliminary works.

(4) The written details provided under sub-paragraph (2) must be substantially in accordance with the outline design principles statement.

(5) Any construction site must remain securely fenced in accordance with the approved details under sub-paragraph (1) or (2) at all times during construction of the authorised development.

(6) Any temporary fencing must be removed on completion of the part of construction of the authorised development for which it was used.

(7) Any approved permanent fencing for a part of the authorised development must be completed before the date of final commissioning.

Surface and foul water drainage

10.—(1) No part of the authorised development may commence until written details of the surface water drainage scheme and (if any) foul water drainage system (including means of pollution control) for that part have been submitted to and approved by the relevant planning authority for that

part, or where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The written details under sub-paragraph (1) must be substantially in accordance with the outline drainage strategy.

(3) Any approved scheme pursuant to sub-paragraph (1) must be implemented as approved.

Archaeology

11.—(1) The authorised development must be implemented in accordance with the archaeological mitigation strategy.

(2) No part of the authorised development may commence until a written scheme of archaeological investigation (which must accord with the archaeological mitigation strategy) for that part has been submitted to and approved by the relevant planning authority.

(3) For the purposes of sub-paragraph (1), "commence" includes any permitted preliminary works, excluding part (i) (advanced planting to allow for an early establishment of protective screening).

(4) Any archaeological works or archaeological monitoring and recording must be carried out in accordance with the approved scheme

Construction environmental management plan

12.—(1) No part of the authorised development may commence until a construction environmental management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative area of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the relevant highway authority, the Environment Agency and where the part falls within its administrative area, Lincolnshire County Council.

(2) The construction environmental management plan must be substantially in accordance with the framework construction environmental management plan.

(3) All construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan.

Operational environmental management plan

13.—(1) Prior to the date of final commissioning for any part of the authorised development, an operational environmental management plan for that part must be submitted to and approved by the relevant planning authority or, where the part falls within the administrative area of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the relevant highway authority, the relevant waste authority, the Environment Agency and where the part falls within its administrative area, Lincolnshire County Council.

(2) The operational environmental management plan must be substantially in accordance with the framework operational environmental management plan ~~and must include a waste management strategy that~~ has been submitted to and approved by the relevant ~~waste planning authority~~.

(3) The operational environmental management plan must be implemented as approved and maintained throughout the operation of the relevant parts of the authorised development to which the plan relates.

Waste management plan

14.—(1) No part of the authorised development may commence until an Operational Waste Management Plan has been submitted to and approved by the relevant planning authority.

(2) The Operational Waste Management Plan must be substantially in accordance with the relevant parts of the framework operational environmental management plan, must be implemented

as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

Construction traffic management plan

15.~~14.~~—(1) No part of the authorised development may commence until a construction traffic management plan for that part has been submitted to and approved by the relevant planning authority, or where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The construction traffic management plan must be substantially in accordance with the framework construction traffic management plan.

(3) Before approving the construction traffic management plan the relevant planning authority must consult with the relevant highway authority.

(4) All construction works associated with the authorised development must be carried out in accordance with the approved construction traffic management plan.

Permissive path

16.~~15.~~—(1) Work No. 6(c) must be provided and open to the public prior to the date of final commissioning of Work No. 1.

(2) The permissive path must be maintained and access by the public permitted for 364 days a year except where closure is required for maintenance or in an emergency until the date of decommissioning.

Public rights of way

17.~~16.~~—(1) No part of the authorised development may commence until a public rights of way management plan for any sections of public rights of way shown to be temporarily closed on the public rights of way plan for that part has been submitted to and approved by the relevant planning authority, or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The public rights of way management plan must be substantially in accordance with the framework public rights of way management plan.

(3) Before approving the public rights of way management plan the relevant planning authority must consult with the relevant highway authority.

(4) The public rights of way management plan must be implemented as approved and maintained throughout the operation of the relevant parts of the authorised development to which the plan relates.

Operational noise

18.~~17.~~—(1) No part of Work No. 1, Work No. 2 or Work No. 3 may commence until an operational noise assessment containing details of how the design of the authorised development has incorporated mitigation to ensure the operational noise rating levels as set out within Table 13-17 in Chapter 13 of the environmental statement are to be complied with for that part has been submitted to and approved by the relevant planning authority for that part.

(2) The mitigation measures described in the operational noise assessment for each part of the authorised development must be implemented as approved and maintained throughout the operation of the relevant parts of the authorised development to which the plan relates.

Soils management

19.~~18.~~—(1) No part of the authorised development may commence until a soil management plan for that part has been submitted to and approved by the relevant planning authority or, where the

part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities.

(2) The soil management plan must be substantially in accordance with the framework soil management plan.

(3) The soil management plan must be implemented as approved and maintained throughout the operation of the relevant parts of the authorised development to which the plan relates.

Skills, supply chain and employment

20.~~19.~~—(1) No part of the authorised development may commence until a skills, supply chain and employment plan in relation to that part has been submitted to and approved by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities, in consultation with Lincolnshire County Council.

(1) The skills, supply chain and employment plan must be substantially in accordance with the framework skills, supply chain and employment plan.

(2) Any plan under this paragraph must identify opportunities for individuals and businesses to access employment, skills and supply chain opportunities associated with that part of the authorised development and the means for publicising such opportunities.

(3) The skills, supply chain and employment plan must be implemented as approved and maintained throughout the operation of the relevant parts of the authorised development to which the plan relates.

Decommissioning and restoration

21.~~20.~~—(1) The date of decommissioning must be no later than 60 years following the date of final commissioning.

(2) Unless otherwise agreed with the relevant planning authority, no later than 12 months prior to the date the undertaker intends to decommission any part of the authorised development, the undertaker must notify the relevant planning authority of the intended date of decommissioning for that part of the authorised development.

(3) Unless otherwise agreed with the relevant planning authority, no later than eight weeks prior to the intended date of decommissioning of any part of the authorised development notified pursuant to sub-paragraph (2), the undertaker must submit to the relevant planning authority for that part a decommissioning environmental management plan for approval.

(4) Where the undertaker decides to decommission a part of the authorised development that falls within the administrative areas of multiple planning authorities, the decommissioning environmental management plan must be submitted to each relevant planning authority, following consultation with the Environment Agency, and the approval of all relevant planning authorities is required for the purposes of this paragraph.

(5) The decommissioning environmental management plan must be substantially in accordance with the framework decommissioning environmental management plan and must include a timetable for its implementation.

(6) No decommissioning works must be carried out until the relevant planning authority has approved the decommissioning environmental management plan submitted in relation to those works.

(7) The decommissioning environmental management plan must be implemented as approved.

(8) This requirement is without prejudice to any other consents or permissions that may be required to decommission any part of the authorised development.

SCHEDULE 3

Article 6

LEGISLATION TO BE DISAPPLIED

1. The following provisions do not apply in so far as they relate to the construction of any numbered work or the carrying out of any operation required for the purpose of, or in connection with, the construction, operation, maintenance or decommissioning of the authorised development—

(a) Stowe, Sturton and Bransby Inclosures Act 1803(a)

(b) Great Grimsby and Sheffield Junction Railway Act 1845(b)

(c) Great Northern Railway Act 1846(c)

(d) Sheffield and Lincolnshire Junction Railway Act 1846(d)

(e) Manchester, Sheffield, and Lincolnshire Railways, and Manchester and Lincolnshire Union Railway and Chesterfield and Gainsborough Canal Amalgamation Act 1847(e)

(f) Gainsborough Waterworks Act 1865(f)

(g) West Riding and Grimsby Railway (Extension) Act 1865(g)

(h) Trent and Lincolnshire Water Act 1971(h)

(i) Trent (Burton on Trent and Humber) Navigation Act 1887(i)

(j) Trent Navigation Act 1906(j)

(k) Great Central Railway Act 1907(k)

(l) Lincolnshire Rivers Fisheries Provisional Order Confirmation Act 1928(l)

(m) Anglian Water Authority Act 1977(m)

(**a**) 1803 c. xlii.
(**b**) 1845 c. l.
(**c**) 1846 c. lxxi.
(**d**) 1846 c. ccciv.
(**e**) 1847 c. cxc.
(**f**) 1865 c. cx.
(**g**) 1865 c. cccxxi.
(**h**) 1971 c. xiii.
(**i**) 1887 c. cxv.
(**j**) 1906 c. 1906 c. lvii.
(**k**) 1907 c. lxxviii.
(**l**) 1928 c. lxvii.
(**m**) 1977 c. i.

SCHEDULE 4

Article 8

STREETS SUBJECT TO STREET WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Description of the street works*
Lincolnshire County Council	School Lane	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Common Lane	Street works to facilitate cable installation works for the lengths shown in green patterned hatching on Sheets 3, 5, 6 and 7 of the streets, rights of way and access plans.
Lincolnshire County Council	Kexby Lane	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 9 of the streets, rights of way and access plans.
Lincolnshire County Council	Willingham Road	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	South Lane	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Normanby Road	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 16 of the streets, rights of way and access plans.
Lincolnshire County Council	Wooden Lane	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 16 of the streets, rights of way and access plans.
Lincolnshire County Council	A1500 Stow Park Road	Street works to facilitate cable installation works for the

		length shown in green patterned hatching on Sheets 18 and 19 of the streets, rights of way and access plans.
Lincolnshire County Council	A156 High Street	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 19 of the streets, rights of way and access plans.
Nottinghamshire County Council	Headstead Bank up until the junction of Headstead Bank and Broad Lane	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Cow Pasture Lane	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Cottam Road	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 22 of the streets, rights of way and access plans.
Nottinghamshire County Council	Torksey Ferry Road	Street works to facilitate cable installation works for the length shown in green patterned hatching on Sheet 23 of the streets, rights of way and access plans.

SCHEDULE 5

Articles 9 and 10

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of the alteration*
Lincolnshire County Council	A631 Harpswell Lane Carriageway and Field Access	Alteration of layout including modifications to road markings on the carriageway of A631 Harpswell Lane in the area depicted in solid green hatching at the point marked 1/01 as shown on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	A631 Harpswell Lane Carriageway and Field Access	Alteration of layout including modifications to road markings on the carriageway of A631 Harpswell Lane in the area depicted in solid green hatching at the point marked 1/02 as shown on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	A631 Harpswell Lane Carriageway and Field Access	Alteration of layout including modifications to road markings on the carriageway of A631 Harpswell Lane in the area depicted in solid green hatching at the point marked 1/05 as shown on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	A631 Harpswell Lane Carriageway and Field Access	Alteration of layout including modifications to road markings on the carriageway of A631 Harpswell Lane in the area depicted in solid green hatching at the point marked 1/07 as shown on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Junction of A631 Harpswell Lane with School Lane	Existing junction off A631 Harpswell Lane to School Lane in the area depicted in solid green hatching at the point marked 1/13 as shown on Sheet 1 of the streets, rights of way and access plans to be retained and improved with alteration of layout to A631

		Harpswell Lane and School Lane.
Lincolnshire County Council	School Lane	Alteration of layout to facilitate the construction of passing bays in the area depicted in green solid hatching as shown on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off School Lane Northbound	Alteration of layout to School Lane to occur in the area depicted in solid green hatching at the point marked 1/14 as shown on Sheet 1 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Existing Field Access off School Lane Southbound	Alteration of layout to School Lane to occur in the area depicted in solid green hatching at the point marked 1/15 as shown on Sheet 1 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Private Means of Access off A631 Harpswell Lane	Alteration of layout of A631 Harpswell Lane in the area depicted in solid green hatching at the point marked 2/03 as shown on Sheet 2 of the streets, rights of way and access plans subsequent to improvements to adjoining private access.
Lincolnshire County Council	Private Means of Access off A631 Harpswell Lane	Alteration of layout of A631 Harpswell Lane in the area depicted in solid green hatching at the point marked 2/09 as shown on Sheets 2 and 3 of the streets, rights of way and access plans subsequent to improvements to adjoining private access.
Lincolnshire County Council	Private Means of Access off B1398 Middle Street	Alteration of layout of B1398 Middle Street in the area depicted in solid green hatching at the point marked 4/01 as shown on Sheet 4 of the streets, rights of way and access plans subsequent to improvements to adjoining private access.
Lincolnshire County Council	Field Access off Common Lane Westbound	Alteration of layout of Common Lane in the area

		depicted in solid green hatching at the point marked 5/23 as shown on Sheets 5 and 6 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Field Access off Common Lane Eastbound	Alteration of layout of Common Lane in the area depicted in solid green hatching at the point marked 6/01 as shown on Sheets 5 and 6 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Proposed New Access off Common Lane Eastbound	Alteration of layout of Common Lane in the area depicted in solid green hatching at the point marked 6/04 as shown on Sheets 5 and 6 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Proposed New Access off Common Lane Westbound	Alteration of layout of Common Lane in the area depicted in solid green hatching at the point marked 6/15 as shown on Sheet 6 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Nottinghamshire County Council	Torksey Ferry Road	Alteration of layout to facilitate the repair of the existing carriageway and construction of passing bays in the area marked west of 23/01 to the area marked east of 24/05 depicted in solid green hatching as shown on Sheets 23 and 24 of the streets, rights of way and access plans.
Nottinghamshire County Council	Junction of Torksey Ferry Road and Shortleys Road	Alteration of layout to Torksey Ferry Road and Shortleys Road to facilitate the retention and improvement of the existing junction of Torksey Ferry Road and Shortleys Road in the area depicted in solid green hatching at the point marked 23/07 as shown on Sheet 23 of the streets, rights of way and access plans.

PART 2

TEMPORARY ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of the alteration*
Lincolnshire County Council	Junction of A631 and B1398 Middle Street (roundabout)	Alteration of layout to include the temporary removal of signage to facilitate abnormal load manoeuvres in the area depicted in solid green hatching adjacent to the point marked 4/04 as shown on Sheet 4 of the streets, rights of way and access plans.
Lincolnshire County Council	Cow Lane	Alteration of layout to facilitate the construction of a passing bay in the area depicted in green solid hatching to the west of the point marked 8/01 as shown on Sheet 8 of the streets, rights of way and access plans.
Lincolnshire County Council	Cow Lane	Alteration of layout to facilitate the construction of a passing bay in the area depicted in green solid hatching to the west of the point marked 8/03 as shown on Sheet 8 of the streets, rights of way and access plans.
Lincolnshire County Council	Cow Lane	Alteration of layout to facilitate the construction of a passing bay in the area depicted in green solid hatching to the west of the point marked 8/08 as shown on Sheet 8 of the streets, rights of way and access plans.
Lincolnshire County Council	Cow Lane	Alteration of layout to facilitate the construction of a passing bay in the area depicted in green solid hatching to the east of the point marked 8/10 as shown on Sheet 8 of the streets, rights of way and access plans.
Lincolnshire County Council	Field Access off Cow Lane Eastbound	Alteration of layout of Cow Lane in the area depicted in solid green hatching at the point marked 8/13 as shown on Sheet 8 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.

Lincolnshire County Council	Proposed New Access off Willingham Road Eastbound	Alteration of Willingham Road in the area depicted in solid green hatching at the point marked 13/28 as shown on Sheet 13 of the streets, rights of way and access plans subsequent to the construction of adjoining new access.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 13/03 as shown on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate the construction of passing bays in the area depicted in solid green hatching between the points marked 13/07 and 13/15 as shown on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 13/21 as shown on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 13/24 as shown on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate localised carriageway widening for construction vehicles in the area depicted in solid green hatching adjacent to the point marked 13/26 as shown on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Field Access off Fillingham Lane Southbound and Westbound	Alteration of layout to Fillingham Lane in the area depicted in solid green hatching adjacent to the point marked 13/26 as shown on Sheet 13 of the streets, rights

		of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Field Access off South Lane Southbound	Alteration of layout to South Lane in the area depicted in solid green hatching adjacent to the point marked 13/31 as shown on Sheets 13 and 15 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Field Access off South Lane Northbound	Alteration of layout to South Lane in the area depicted in solid green hatching adjacent to the point marked 13/32 as shown on Sheets 13 and 15 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	South Lane	Alteration of layout to facilitate localised widening and the construction of passing bays in the area depicted in solid green hatching between the points marked 13/14 and 13/32 as shown on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate the construction of passing bays in the area depicted in solid green hatching adjacent to the point marked 14/03 as shown on Sheet 14 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate the construction of passing bays in the area depicted in solid green hatching adjacent to the point marked 14/09 as shown on Sheet 14 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Alteration of layout to facilitate the construction of passing bays in the area depicted in solid green hatching adjacent to the point marked 14/19 as shown on Sheet 14 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Normanby Road Northbound	Alteration of layout of Normanby Road in the area

		depicted in solid green hatching adjacent to the point marked 16/06 as shown on Sheet 16 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Proposed New Access off Normanby Road Southbound	Alteration of layout of Normanby Road in the area depicted in solid green hatching adjacent to the point marked 16/07 as shown on Sheet 16 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Proposed New Access off Wooden Lane Northbound	Alteration of layout of Normanby Road in the area depicted in solid green hatching adjacent to the point marked 16/08 as shown on Sheet 16 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Proposed New Access off Wooden Lane Southbound	Alteration of layout of Normanby Road in the area depicted in solid green hatching adjacent to the point marked 16/09 as shown on Sheet 16 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Wooden Lane	Alteration of layout to facilitate localised widening and construction of passing bays in the area depicted in solid green hatching between the points marked 16/08 and 17/25 as shown on Sheets 16 and 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Junction of A1500 Tillbridge Lane with Stow Park Road	Alteration of layout to A1500 Tillbridge Lane and Stow Park Road, subsequent to improvements to existing junction off A1500 Tillbridge Lane to Stow Park Road in the area depicted in solid green hatching adjacent to the point marked 17/04 as shown on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Junction of Stow Park Road with Wooden Lane	Alteration of layout to Stow Park Road and Wooden Lane

		subsequent to improvements to existing junction of Stow Park Road and Wooden Lane in the area depicted in solid green hatching adjacent to the point marked 17/25 as shown on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Stow Park Road	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching to the west of the point marked 17/08 as shown on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Stow Park Road	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching to the east of the point marked 17/10 as shown on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Stow Park Road	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 17/17 as shown on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Stow Park Road	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 17/21 as shown on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Private Means of Access off A1500 Tillbridge Lane	Alteration of layout of A1500 Tillbridge Lane in the area depicted in solid green hatching adjacent to the point marked 18/01 and depicted in green solid hatching as shown on Sheets 17 and 18 of the streets, rights of way and access plans subsequent to improvements to adjoining private access.
Lincolnshire County Council	Proposed New Access off A1500 Stow Park Road Eastbound	Alteration of layout of A1500 Stow Park Road in the area depicted in solid green hatching adjacent to the point marked 19/03 as shown on

		Sheets 18 and 19 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Proposed New Access off A1500 Stow Park Road Westbound	Alteration of layout of A1500 Stow Park Road in the area depicted in solid green hatching adjacent to the point marked 19/04 as shown on Sheets 18 and 19 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Field Access off A156 High Street Southbound	Alteration of layout of A156 High Street in the area depicted in solid green hatching adjacent to the point marked 19/12 as shown on Sheet 19 of the streets, rights of way and access plans to be retained and improved subsequent to improvements to adjoining field access.
Lincolnshire County Council	Proposed New Access off A156 High Street Northbound	Alteration of layout of A156 High Street in the area depicted in solid green hatching adjacent to the point marked 19/15 as shown on Sheet 19 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Lincolnshire County Council	Field Access off A156 High Street Northbound	Alteration of layout of A156 High Street in the area depicted in solid green hatching adjacent to the point marked 20/01 as shown on Sheets 19 and 20 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Nottinghamshire County Council	Field Access off Headstead Bank Southbound	Alteration of layout of Headstead Bank in the area depicted in solid green hatching adjacent to the point marked 21/62 as shown on Sheet 21 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Nottinghamshire County Council	Field Access off Headstead Bank Southbound	Alteration of layout of Headstead Bank in the area depicted in solid green hatching adjacent to the point marked 21/63 as shown on Sheet 21 of the streets, rights

		of way and access plans subsequent to improvements to adjoining field access.
Nottinghamshire County Council	Proposed New Access off Headstead Bank Northbound	Alteration of layout of Headstead Bank in the area depicted in solid green hatching adjacent to the point marked 21/64 as shown on Sheet 21 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Nottinghamshire County Council	Town Street	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 21/36 as shown on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Town Street	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 21/44 as shown on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Town Street	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 21/55 as shown on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Headstead Bank	Alteration of layout to facilitate the construction of a passing bay in the area depicted in solid green hatching adjacent to the point marked 21/60 as shown on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Cow Pasture Lane	Alteration of layout to facilitate construction access in the area depicted in solid green hatching adjacent to the point marked 21/01 as shown on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Field Access off Cottam Road Westbound	Alteration of layout of Cottam Road in the area depicted in solid green hatching adjacent to the point marked 22/01 as shown on Sheets 21 and 22 of

		the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Nottinghamshire County Council	Proposed New Access off Cottam Road Eastbound	Alteration of layout of Cottam Road in the area depicted in solid green hatching adjacent to the point marked 22/02 as shown on Sheets 21 and 22 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Nottinghamshire County Council	Field Access off Torksey Ferry Road Eastbound	Alteration of layout of Torksey Ferry Road at the point marked 23/03 and depicted in solid green hatching as shown on Sheet 23 of the streets, rights of way and access plans to be retained and improved, including alteration of layout to Torksey Ferry Road.
Nottinghamshire County Council	Nightleys Road	Alteration of layout to facilitate construction access in the area depicted in solid green hatching as shown on Sheet 23 of the streets, rights of way and access plans.
Nottinghamshire County Council	Field Access off Shortleys Road Northbound	Alteration of layout of Shortleys Road the area depicted in solid green hatching adjacent to the point marked 23/08 as shown on Sheet 23 of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Nottinghamshire County Council	Proposed New Access off Shortleys Road Southbound	Alteration of layout of Shortleys Road the area depicted in solid green hatching adjacent to the point marked 23/09 as shown on Sheet 23 of the streets, rights of way and access plans subsequent to construction of adjoining new access.
Nottinghamshire County Council	Private Means of Access off Torksey Ferry Road Eastbound	Alteration of layout of Torksey Ferry Road in the area depicted in solid green hatching at the point marked 24/03 as shown on Sheet 24 of the streets, rights of way and access plans subsequent to improvements to adjoining private access.

SCHEDULE 6

Article ~~11~~12

STREETS AND PUBLIC RIGHTS OF WAY

PART 1

TEMPORARY PROHIBITION OR RESTRICTION OF THE USE OF STREETS

(1) *Area*	*(2)* *Street*	*(3)* *Measure*
Lincolnshire County Council	A631 Harpswell Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the lengths shown in green solid hatching on Sheets 1, 2 and 3 of the streets, rights of way and access plans.
Lincolnshire County Council	School Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Common Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 3, 5, 6 and 7 of the streets, rights of way and access plans.
Lincolnshire County Council	Junction of A631 and B1398 Middle Street (roundabout)	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the length shown in green solid hatching on Sheet 4 of the streets, rights of way and access plans.
Lincolnshire County Council	B1398 Middle Street	Temporarily single or full closure to all traffic save for traffic under the direction of

		the undertaker for the width of the street to facilitate the alteration of layout for the length shown in green solid hatching on Sheet 4 of the streets, rights of way and access plans.
Lincolnshire County Council	Cow Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the lengths shown in green solid hatching on Sheet 8 of the streets, rights of way and access plans.
Lincolnshire County Council	Kexby Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length shown in green patterned hatching on Sheet 9 of the streets, rights of way and access plans.
Lincolnshire County Council	Fillingham Lane	Temporarily single or full lane closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 13 and 14 of the streets, rights of way and access plans.
Lincolnshire County Council	Willingham Road	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	South Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 13 and 15

		of the streets, rights of way and access plans.
Lincolnshire County Council	Normanby Road	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheet 16 of the streets, rights of way and access plans.
Lincolnshire County Council	Wooden Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 16 and 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Stow Park Road	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the lengths shown in green solid hatching on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	A1500 Tillbridge Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the lengths shown in green solid hatching on Sheets 17 and 18 of the streets, rights of way and access plans.
Lincolnshire County Council	A1500 Stow Park Road	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 18 and 19 of the streets, rights of way and access plans.

Lincolnshire County Council	A156 High street	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 19 and 20 of the streets, rights of way and access plans.
Nottinghamshire County Council	Headstead Bank up until the junction of Headstead Bank and Broad Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Town Street	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the lengths shown in green solid hatching on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Cow Pasture Lane	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Cottom Road	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 21 and 22 of the streets, rights of way and access plans.
Nottinghamshire County Council	Torksey Ferry Road	Temporarily single or full closure to all traffic save for traffic under the direction of

		the undertaker for the width of the street to facilitate the alteration of layout and street works for the lengths shown in green solid and patterned hatching on Sheets 23 and 24 of the streets, rights of way and access plans.
Nottinghamshire County Council	Shortleys Road	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the length shown in green solid hatching on Sheet 23 of the streets, rights of way and access plans.
Nottinghamshire County Council	Nightleys Road	Temporarily single or full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout for the length shown in green solid hatching on Sheet 23 of the streets, rights of way and access plans.

PART 2

TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY WITH DIVERSION

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Claimed PRoW Kexby and Willingham DMMO 680 between PRoW 12/01 and PRoW 13/01	Claimed Public Right of Way to be temporarily stopped up and diverted between PRoW 12/02 and PRoW 13/02 as shown on Sheets 12 and 13 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Lincolnshire County Council	Claimed PRoW DMMO 591 between PRoW 16/01 and PRoW 17/01	Claimed Public Right of Way to be temporarily stopped up and diverted between PRoW 16/01 and PRoW 16/04 as shown on Sheet 16 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.

Lincolnshire County Council	Claimed PRoW DMMO 591 between PRoW 16/02 and PRoW 16/04	Claimed Public Right of Way to be temporarily stopped up and diverted between PRoW 16/02 and PRoW 16/04 as shown on Sheet 16 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Lincolnshire County Council	LL|Bram|66/1	Public Right of Way to be temporarily stopped up and diverted between PRoW 20/03 and PRoW 20/04 as shown on Sheets 19 and 20 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|South Leverton|BOAT 16	Public Right of Way to be temporarily stopped up and diverted between PRoW 21/01 and PRoW 21/02 as shown on Sheet 21 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|Cottam|RB4	Public Right of Way to be temporarily stopped up and diverted between PRoW 21/03 and PRoW 21/04 as shown on Sheet 21 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|Cottam|FP3	Public Right of Way to be temporarily stopped up and diverted between PRoW 21/05 and PRoW 21/06 as shown on Sheet 21 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|FP5	Public Right of Way to be temporarily stopped up and diverted between PRoW 23/01 and PRoW 23/02 as shown on Sheet 23 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|FP6	Public Right of Way to be temporarily stopped up and diverted between PRoW 23/04 and PRoW 23/05 as shown on Sheet 23 of the streets, access and rights of way plans, to

		facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|BOAT13	Public Right of Way to be temporarily stopped up and diverted between PRoW 23/03 and PRoW 24/01 as shown on Sheets 23 and 24 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|FP20	Public Right of Way to be temporarily stopped up and diverted between PRoW 23/06 and PRoW 23/07 as shown on Sheet 23 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|BOAT12	Public Right of Way to be temporarily stopped up and diverted between PRoW 23/08 and PRoW 23/09 as shown on Sheet 23 of the streets, access and rights of way plans, to facilitate the construction of the authorised development.

PART 3

PERMANENT USE OF MOTOR VEHICLES ON PUBLIC RIGHT OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Nottinghamshire County Council	NT|Rampton|BOAT13	Permanent use of motor vehicles under the direction of the undertaker at location PRoW 23/03 and PRoW 24/01 as shown on Sheets 23 and 24 of the streets, access and rights of way plans, to facilitate the construction and operation of the Scheme.

PART 4

TEMPORARY MANAGEMENT OF PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Claimed Glentworth and Harpswell Public Bridleway 1209 between PRoW 4/01 and PRoW 4/02	Claimed Public Right of Way between PRoW 4/01 and PRoW 4/02 as shown on Sheet 4 of the streets, access and rights of way plans to be

		managed during construction of the authorised development.
Lincolnshire County Council	Gltw 85/1	Public Right of Way between points PRoW 10/01 and PRoW 11/01 as shown on Sheets 10 and 11 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Lincolnshire County Council	Claimed PRoW Kexby and Willingham DMMO 680 between PRoW 12/01 and PRoW 13/01	Claimed Public Right of Way between PRoW 12/01 and PRoW 12/02 as shown on Sheet 12 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Lincolnshire County Council	Claimed PRoW Kexby and Willingham DMMO 680 between PRoW 12/01 and PRoW 13/01	Claimed Public Right of Way between PRoW 13/01 and PRoW 13/02 as shown on Sheet 13 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Lincolnshire County Council	Claimed PRoW DMMO 591 between PRoW 16/01 and PRoW 17/01	Claimed Public Right of Way between PRoW 16/04 and PRoW 17/01 as shown on Sheets 16 and 17 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Lincolnshire County Council	Claimed PRoW DMMO 591 between PRoW 16/03 and PRoW 16/04	Claimed Public Right of Way between PRoW 16/03 and PRoW 16/04 as shown on Sheet 16 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Lincolnshire County Council	Claimed PRoW DMMO 591 between PRoW 17/02 and PRoW 17/03	Claimed Public Right of Way between PRoW 17/02 and PRoW 17/03 as shown on Sheet 17 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Lincolnshire County Council	Mton 68/1	Public Right of Way between points PRoW 19/01 and PRoW 19/02 as shown on Sheet 19 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Nottinghamshire County Council	NT|Cottam|FP1	Public Right of Way between points PRoW 20/01 and PRoW 20/02 as shown on Sheet 20 of the streets, access and rights of

		way plans to be managed during construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|BOAT13	Public Right of Way between points PRoW 23/03 and PRoW 24/01 as shown on Sheets 23 and 24 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|FP20	Public Right of Way between points PRoW 23/06 and PRoW 23/07 as shown on Sheet 23 of the streets, access and rights of way plans to be managed during construction of the authorised development.
Nottinghamshire County Council	NT|Rampton|BOAT12	Public Right of Way between points PRoW 23/08 and PRoW 23/09 as shown on Sheet 23 of the streets, access and rights of way plans to be managed during construction of the authorised development.

PART 5

TEMPORARY USE OF MOTOR VEHICLES ON PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Claimed PRoW Kexby and Willingham DMMO 680 between 12/01 and 13/01	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 12/02 and PRoW 13/02 as shown on Sheets 12 and 13 of the streets, access and rights of way plans to facilitate the construction of the Scheme.
Lincolnshire County Council	Claimed PRoW DMMO 591 between 16/02 and 16/04	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 16/02 and PRoW 16/04 as shown on Sheet 16 of the streets, access and rights of way plans to facilitate the construction of the Scheme.
Lincolnshire County Council	LL|Bram|66/1	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 20/03 and PRoW 20/04 as shown on Sheet 20 of the streets, access and rights of way plans to facilitate the construction of the Scheme.

Nottinghamshire County Council	NT|South Leverton|BOAT 16	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 21/01 and PRoW 21/02 as shown on Sheet 21 of the streets, access and rights of way plans, to facilitate the construction of the Scheme.
Nottinghamshire County Council	NT|Cottam|RB4	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 21/03 and PRoW 21/04 as shown on Sheet 21 of the streets, access and rights of way plans, to facilitate the construction of the Scheme.
Nottinghamshire County Council	NT|Cottam|FP3	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 21/05 and PRoW 21/06 as shown on Sheet 21 of the streets, access and rights of way plans, to facilitate the construction of the Scheme.
Nottinghamshire County Council	NT|Rampton|FP5	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 23/01 and PRoW 23/02 as shown on Sheet 23 of the streets, access and rights of way plans, to facilitate the construction of the Scheme.
Nottinghamshire County Council	NT|Rampton|FP20	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 23/06 and PRoW 23/07 as shown on Sheet 23 of the streets, access and rights of way plans, to facilitate the construction of the Scheme.
Nottinghamshire County Council	NT|Rampton|BOAT12	Temporary use of motor vehicles under the direction of the undertaker at location PRoW 23/08 and PRoW 23/09 as shown on Sheet 23 of the streets, access and rights of way plans, to facilitate the construction of the Scheme.

SCHEDULE 7

Article ~~14~~15

ACCESS TO WORKS

PART 1

PERMANENT MEANS OF ACCESS TO WORKS

(1) *Area*	*(2)* *Location*	*(3)* *Description of means of access*
Lincolnshire County Council	Existing Access off A631 Harpswell Lane to School Lane	Existing access to be improved at the point marked 1/13 on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off School Lane Northbound	Proposed new access to be constructed at the point marked 1/14 on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off School Lane Southbound	Existing field access to be improved at the point marked 1/15 on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off School Lane Northbound	Proposed new access to be constructed at the point marked 1/34 on Sheet 1 of the streets, rights of wat and access plans.
Lincolnshire County Council	Existing Private Means of Access off A631 Harpswell Lane	Existing private means of access to be improved at the point marked 2/03 on Sheet 2 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Private Means of Access off A631 Harpswell Lane	Existing private means of access to be improved at the point marked 2/09 on Sheet 2 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Private Means of Access off B1398 Middle Street Northbound	Existing private means of access to be improved at the point marked 4/01 on Sheet 4 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Common Lane Westbound	Existing field access to be improved at the point marked 5/23 on Sheet 5 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Common Lane Eastbound and Southbound	Existing field access to be improved at the point marked 6/01 on Sheet 6 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Common Lane Eastbound	Proposed new access to be constructed at the point marked 6/04 on Sheet 6 of the

		streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Common Lane Westbound	Proposed new access to be constructed at the point marked 6/15 on Sheet 6 of the streets, rights of way and access plans.
Nottinghamshire County Council	Existing Access off Torksey Ferry Road to Shortleys Road	Existing access to be improved at the point marked 23/07 on Sheet 23 of the streets, rights of way and access plans.

PART 2

TEMPORARY MEANS OF ACCESS TO WORKS

(1) *Area*	*(2)* *Location*	*(3)* *Description of means of access*
Lincolnshire County Council	Proposed New Access off School Lane Northbound	Proposed new access to be constructed at the point marked 1/35 on Sheet 1 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Cow Lane Eastbound and Southbound	Existing field access to be improved at the point marked 8/13 on Sheet 8 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Fillingham Lane Southbound and Westbound	Existing field access to be improved at the point marked 13/26 on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Willingham Road Eastbound	Proposed new access to be constructed at the point marked 13/28 on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off South Lane Southbound	Existing field access to be improved at the point marked 13/31 on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off South Lane Northbound	Existing field access to be improved at the point marked 13/32 on Sheet 13 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Normanby Road Northbound	Proposed new access to be constructed at the point marked 16/06 on Sheet 16 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Normanby Road Southbound	Proposed new access to be constructed at the point marked 16/07 on Sheet 16 of

		the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Wooden Lane Northbound	Proposed new access to be constructed at the point marked 16/08 on Sheet 16 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off Wooden Lane Southbound	Proposed new access to be constructed at the point marked 16/09 on Sheet 16 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Access off A1500 Tillbridge Lane to Stow Park Road	Existing access to be improved at the point marked 17/04 on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Access off Stow Park Road to Wooden Lane	Existing access to be improved at the point marked 17/25 on Sheet 17 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Private Means of Access off A1500 Tillbridge Lane	Existing private means of access to be improved at the point marked 18/01 on Sheet 18 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off A1500 Stow Park Road Eastbound	Proposed new access to be constructed at the point marked 19/03 on Sheet 19 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off A1500 Stow Park Road Westbound	Proposed new access to be constructed at the point marked 19/04 on Sheet 19 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off A156 High Street Southbound	Existing field access to be improved at the point marked 19/12 on Sheet 19 of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed New Access off A156 High Street Northbound	Proposed new access to be constructed at the point marked 19/15 on Sheet 19 of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off A156 High Street Northbound	Existing field access to be improved at the point marked 20/01 on Sheet 20 of the streets, rights of way and access plans.
Nottinghamshire County Council	Existing Field Access off Headstead Bank Southbound	Existing field access to be improved at the point marked 21/62 on Sheet 21 of the streets, rights of way and access plans.

Nottinghamshire County Council	Existing Field Access off Headstead Bank Southbound	Existing field access to be improved at the point marked 21/63 on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Proposed New Access off Headstead Bank Northbound	Proposed new access to be constructed at the point marked 21/64 on Sheet 21 of the streets, rights of way and access plans.
Nottinghamshire County Council	Existing Field Access off Cottam Road Westbound	Existing field access to be improved at the point marked 22/01 on Sheet 22 of the streets, rights of way and access plans.
Nottinghamshire County Council	Proposed New Access off Cottam Road Eastbound	Proposed new access to be constructed at the point marked 22/02 on Sheet 22 of the streets, rights of way and access plans.
Nottinghamshire County Council	Existing Field Access off Torksey Ferry Road Eastbound	Existing field access to be improved at the point marked 23/03 on Sheet 23 of the streets, rights of way and access plans.
Nottinghamshire County Council	Existing Field Access off Shortleys Road Northbound	Existing field access to be improved at the point marked 23/08 on Sheet 23 of the streets, rights of way and access plans.
Nottinghamshire County Council	Proposed New Access off Shortleys Road Southbound	Proposed new access to be constructed at the point marked 23/09 on Sheet 23 of the streets, rights of way and access plans.
Nottinghamshire County Council	Existing Private Means of Access off Torksey Ferry Road Eastbound	Existing private means of access to be improved at the point marked 24/03 on Sheet 24 of the streets, rights of way and access plans.

SCHEDULE 8

Article ~~16~~17

TRAFFIC REGULATION MEASURES

(1) *Area*	*(2)* *Extent of temporary traffic signal and banksman control area or change to traffic regulation*
A631 Harpswell Lane Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 1, 2 and 3 of the traffic regulation measures plans.
School Lane Northbound, Southbound, Eastbound and Westbound Carriageways to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 1 of the traffic regulation measures plans.
Common Lane Eastbound, Westbound, Northbound and Southbound Carriageways to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 3, 5, 6 and 7 of the traffic regulation measures plans.
Junction of A631 Harpswell Lane and B1398 Middle Street (roundabout)	Extents of traffic signals and banksman control presented on Sheet 4 of the traffic regulation measures plans.
B1398 Middle Street Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 4 of the traffic regulation measures plans.
Cow Lane Eastbound, Westbound, Northbound and Southbound Carriageways to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 8 of the traffic regulation measures plans.
Kexby Lane Eastbound and Westbound Carriageways to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 9 of the traffic regulation measures plans.
Willingham Road Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 13 of the traffic regulation measures plans.
Fillingham Lane Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 13 and 14 of the traffic regulation measures plans.
South Lane Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 13 and 15 of the traffic regulation measures plans.
Normanby Road Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 16 of the traffic regulation measures plans.
Wooden Lane Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 16 and 17 of the traffic regulation measures plans.
Stow Park Road Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 17 of the traffic regulation measures plans.
A1500 Tillbridge Lane Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 17 and 18 of the traffic regulation measures plans.

A1500 Stow Park Road Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 18 and 19 of the traffic regulation measures plans.
A156 High Street Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 19 and 20 of the traffic regulation measures plans.
Headstead Bank Northbound and Southbound Carriageway commencing to the South of the Junction with Broad Lane to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 21 of the traffic regulation measures plans.
Town Street Northbound and Southbound Carriageway commencing to the South of the Junction with Broad Lane to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 21 of the traffic regulation measures plans.
Cow Pasture Lane Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 21 of the traffic regulation measures plans.
18 Ton Weight Restriction in place on Cottam Road leading to Town Street and Headstead Bank.	Existing 18 Ton Weight Restriction as shown on Sheet 21 of the traffic regulation measures plans to be temporarily suspended in both directions to facilitate the access of construction vehicles to and from the Grid Connection Corridor to the north of the village of Cottam.
Cottam Road Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 21 and 22 of the traffic regulation measures plans.
Torksey Ferry Road Eastbound and Westbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheets 23 and 24 of the traffic regulation measures plans.
Nightleys Road Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 23 of the traffic regulation measures plans.
Shortleys Road Northbound and Southbound Carriageway to facilitate the construction of the authorised development.	Extents of traffic signals and banksman control presented on Sheet 23 of the traffic regulation measures plans.

SCHEDULE 9

Article 23

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

Interpretation

1. In this Schedule—

"access rights" means rights over land to—

(a) alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;

(b) form, remove, reinstate passing places in the highway and means of access to the authorised development including visibility splays and to remove impediments to such access;

(c) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the authorised development;

(d) install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;

(e) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works; and

(f) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development;

"cable rights" means rights over land to—

(a) install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain electrical underground cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other ancillary apparatus and structures (including but not limited to access chambers, manholes and marker posts) and any other works necessary together with the right to fell, trim or lop trees and bushes which may obstruct or interfere with the said cables, telecommunications and other ancillary apparatus;

(b) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development;

(c) continuous vertical and lateral support for the authorised development;

(d) install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;

(e) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the

implementation and maintenance of landscaping and ecological mitigation or enhancement works;

(f) install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary; and

(g) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development; and

"substation connection rights" means rights over land to, for the purposes of the authorised development and in connection with the authorised development—

(a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain electrical cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other apparatus and structures and to connect such cables and services to the National Grid Cottam substation;

(b) install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drain, watercourses and culverts;

(c) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with Work No. 4E and 5;

(d) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development; and

(e) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain soft landscaping and biodiversity measures;

"AIL rights" means rights over land to pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) and to temporarily remove impediments to such passage for all purposes in connection with the authorised development.

(1) *Plot reference number shown on the Land Plans*	*(2)* *Purposes for which rights over land may be required and restrictive covenants imposed*
1-07	Access rights
1-08	Access rights
2-04a	Access rights
2-04b	Access rights
2-08	Access rights
3-01	Access rights
3-03	Access rights
3-20	Cable rights and access rights
4-02	AIL rights
4-03	AIL rights
4-04	AIL rights
4-05	AIL rights
4-11	Access rights
5-12a	Cable rights and access rights
5-12b	Cable rights and access rights

6-11	Cable rights and access rights
6-12	Cable rights and access rights
6-13	Cable rights and access rights
6-16	Cable rights and access rights
7-04	Cable rights and access rights
7-04a	Cable rights and access rights
7-05	Cable rights and access rights
8-09a	Access rights
8-09b	Access rights
8-09c	Access rights
8-09d	Access rights
8-09e	Access rights
8-11	Cable rights
9-06	Cable rights
9-07	Cable rights
9-08	Cable rights
9-09	Cable rights
9-10	Cable rights
9-11	Cable rights
9-12	Cable rights
12-01	Cable rights
12-02	Cable rights
12-03	Cable rights
12-04	Cable rights
12-05	Cable rights
13-01	Cable rights
13-02	Cable rights
13-03	Cable rights
13-04	Cable rights
13-05	Cable rights
13-06	Cable rights
13-07	Cable rights and access rights
13-08	Cable rights
13-09	Cable rights
13-10	Cable rights and access rights
13-11a	Access rights
13-11b	Access rights
13-12	Cable rights
13-13	Cable rights
13-14	Cable rights
13-15	Cable rights
13-16	Cable rights
13-17	Cable rights
13-18	Cable rights and access rights
13-19	Cable rights and access rights
13-20	Cable rights
14-01a	Access rights
14-01b	Access rights
14-01c	Access rights
14-02	Access rights
15-01	Cable rights and access rights

15-02	Cable rights
15-03	Cable rights
15-04	Cable rights
15-05	Cable rights
15-06	Cable rights
15-07	Cable rights
15-08	Cable rights
16-01	Cable rights
16-03	Cable rights and access rights
16-04	Cable rights
16-05	Cable rights
16-06	Cable rights
16-07	Cable rights
16-08	Cable rights and access rights
16-09	Access rights
16-10	Cable rights
17-01	Cable rights
17-02	Cable rights
17-03	Cable rights
17-05	Access rights
17-06a	Access rights
17-06b	Access rights
17-06c	Access rights
17-06d	Access rights
17-06e	Access rights
18-01	Cable rights
18-02	Cable rights
18-03	Cable rights
18-04	Cable rights
18-05	Cable rights
18-06	Cable rights
18-07	Access rights
18-08	Access rights
18-09	Cable rights
18-10	Cable rights
18-11	Cable rights
18-12	Cable rights
18-13	Cable rights
18-14	Cable rights
18-15	Cable rights
18-16	Cable rights
18-17	Cable rights
18-18	Cable rights
18-19	Cable rights
18-20	Cable rights
18-21	Cable rights
18-22	Cable rights and access rights
18-23	Cable rights
19-01	Cable rights
19-02	Cable rights and access rights
19-03	Cable rights

19-04	Cable rights
19-05	Cable rights
19-06	Cable rights
19-07	Cable rights and access rights
19-08	Cable rights
19-09	Cable rights
19-10	Cable rights
19-11	Access rights
19-12	Access rights
19-13	Access rights
20-01	Access rights
20-02	Cable rights
20-03	Cable rights
20-04	Cable rights
20-05	Access rights
20-06	Cable rights and access rights
20-08	Cable rights
20-09	Cable rights
20-10	Cable rights
20-11	Cable rights
20-13	Cable rights
20-14	Cable rights
20-15	Cable rights
21-01	Cable rights
21-02	Cable rights
21-03	Cable rights
21-04	Cable rights
21-05	Cable rights
21-06	Cable rights
21-07	Cable rights
21-08	Cable rights and access rights
21-08a	Access rights
21-08b	Access rights
21-08c	Access rights
21-08d	Access rights
21-09	Cable rights
21-10	Cable rights
21-11	Cable rights
21-12	Cable rights
21-13	Cable rights
21-14	Cable rights
21-15	Cable rights
21-16	Cable rights
21-17	Cable rights
21-17a	Cable rights
21-18	Cable rights
21-19	Cable rights
21-20	Cable rights
21-23	Cable rights and access rights
21-24	Cable rights and access rights
21-26	Cable rights and access rights

22-01	Cable rights
22-03	Cable rights and access rights
22-04	Cable rights
22-05	Cable rights
22-06	Cable rights
23-01	Cable rights
23-02	Cable rights
23-03	Access rights
23-04	Access rights
23-05	Substation connection rights and access rights
23-06	Substation connection rights and access rights
23-07	Substation connection rights and access rights
23-08	Cable rights
23-09	Cable rights
23-10	Cable rights
23-11	Cable rights
23-12	Cable rights
23-13	Cable rights
24-01	Access rights
24-02	Access rights

SCHEDULE 10

Article 23

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR THE CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to 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 limitation on the scope of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5—

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

(b) for the words "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 modifications set out in sub-paragraph (2).

(2) In section 5A(5A) (relevant valuation date), omit the words after "if—" and substitute—

"(a) the acquiring authority enters on land for the purpose of exercising a right in pursuant of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) to the Tillbridge Solar Order 202[*];

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(7) of Schedule 10 to the Tillbridge Solar Order 202[*]) 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 Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 21 (compulsory acquisition of land) and as modified by article 28 (modification of Part 1 of the Compulsory Purchase Act 1965), applies to the compulsory acquisition of a right by the creation of a new right under article 23 (compulsory acquisition of rights)—

(a) with the modifications specified in paragraph 5; and

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

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

(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 to be enforceable.

(3) For section 7 of the 1965 Act (measure of compensation in case of severance) substitute—

"**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.".

(4) 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) (failure by owners to convey);

(b) paragraph 10(3) of Schedule 1 (owners under incapacity);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry)(a) of the 1965 Act is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 21 (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)(b), 11B (counter-notice requiring possession to be taken on specified date)(c), 12 (unauthorised entry)(d) and 13 (refusal to give possession to acquiring authority)(e) of the 1965 Act are modified correspondingly.

(6) Section 20 (f) (tenants at will, etc.) of the 1965 Act 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 enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 28 (modification of Part 1 of the Compulsory Purchase Act 1965) 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 restrictive covenant imposed, subject to compliance with that section as respects compensation.

(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

(**b**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.

(**c**) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016.

(**d**) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Court Act 1971 (c. 23) and paragraphs (2) and (4) of Schedule 16 to the Housing and Planning Act 2016.

(**e**) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**f**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

(8) For Schedule 2A to the 1965 Act (counter notice requiring purchase of land not in notice to treat) substitute—

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 25 (application of the 1981 Act) of the Tillbridge Solar Order 202[*] in respect of the land to which the notice to treat relates.

(2) But see article 26(3) (acquisition of subsoil only) of the Tillbridge Solar Order 202[*] which excludes the acquisition of subsoil only from this Schedule.

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

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat,

(b) accept the counter notice, or

(c) refer the counter notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of three months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by 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 authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of six 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 cause by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal."

SCHEDULE 11

Article 30

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Plot reference number shown on the Land Plans*	*(2)* *Purpose for which temporary possession may be taken*
8-10	Construction of temporary compounds
16-01a	Construction of temporary compounds
19-03a	Construction of temporary compounds
21-25	Construction of temporary compounds
22-02	Construction of temporary compounds

SCHEDULE 12

Article 39

HEDGEROWS TO BE REMOVED

PART 1

IMPORTANT HEDGEROWS WHICH REQUIRE REMOVAL

(1) *Area*	*(2)* *Number of hedgerow and extent of removal*	*(3)* *Purpose of removal*
West Lindsey District Council	Removal of up to 8m of the hedgerow H089c within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 16m of the hedgerow H155 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 5 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 89m of the hedgerow H118 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 7 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 220m of the hedgerow H181 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 3m of the hedgerow LoT3 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 9 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 46m of the hedgerow H182 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 9 and 12 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 45m of the hedgerow H256 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 9 and 12 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 83m of the hedgerow H184 within the Order limits as shown	To facilitate construction of the authorised development

	approximately within the Hedgerow Removal Plan Sheets 12 and 13 of 24	
West Lindsey District Council	Removal of up to 28m of the hedgerow H259b within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 46m of the hedgerow H196 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 49m of the hedgerow H197 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 48m of the hedgerow H199 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 53m of the hedgerow H201 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 51m of the hedgerow H204 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 46m of the hedgerow H210 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 16 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 45m of the hedgerow H212 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 16 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 52m of the hedgerow H284 within the Order limits as shown approximately within the	To facilitate construction of the authorised development

	Hedgerow Removal Plan Sheet 16 of 24	
West Lindsey District Council	Removal of up to 38m of the hedgerow H286 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 16 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 52m of the hedgerow H227 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 17 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 53m of the hedgerow H233 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 17 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 18m of the hedgerow H241 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 44m of the hedgerow H319 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 and 20 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 51m or up to 41m of the hedgerow H316 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 19 and 20 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 7m of the hedgerow H328 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 19 and 20 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 14m of the hedgerow H337 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 19 and 20 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 46m of the hedgerow H330 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 21 of 24	To facilitate construction of the authorised development

Bassetlaw District Council	Removal of up to 53m, 45m and 29m of the hedgerow H348 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 22 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 48m of the hedgerow H366 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 23 of 24	To facilitate construction of the authorised development

PART 2

HEDGEROWS WHICH REQUIRE REMOVAL

(1) *Area*	*(2)* *Number of hedgerow and extent of removal*	*(3)* *Purpose of removal*
West Lindsey District Council	Removal of up to 11m and 10m of the hedgerow H156 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 20m of the hedgerow H037 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 7m of the hedgerow H034 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 4m of the hedgerow H112 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 7m of the hedgerow H111 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 40m of the hedgerow H110 within the Order limits as shown approximately within the	To facilitate construction of the authorised development

	Hedgerow Removal Plan Sheet 1 of 24	
West Lindsey District Council	Removal of up to 7m of the hedgerow H033 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 30m of the hedgerow H029 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 2m of the hedgerow H149 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 30m and 47m of the hedgerow H030 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 282m of the hedgerow H150 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 6m of the hedgerow H151 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 6m of the hedgerow H152 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 10m of the hedgerow H153 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 9m and 5m of the hedgerow H099b within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development

West Lindsey District Council	Removal of up to 6m of the hedgerow H091 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 41m of the hedgerow H089b within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 18m and 36m of the hedgerow H093 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 26m of the hedgerow H077 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 10m of the hedgerow H095 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 10m of the hedgerow H096 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 2m of the hedgerow H079a within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 2 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 60m of the hedgerow H073 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 3 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 26m of the hedgerow H063 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 3 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 23m of the hedgerow H064 within the	To facilitate construction of the authorised development

	Order limits as shown approximately within the Hedgerow Removal Plan Sheet 3 of 24	
West Lindsey District Council	Removal of up to 10m and 67m of the hedgerow H122 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 3 and 7 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 14m of the hedgerow H072a within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 3 and 7 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 5m of the hedgerow H154 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 5 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 6m of the hedgerow H089a within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 5 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 8m of the hedgerow H088 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 5 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 9m of the hedgerow H136 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 5 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 4m of the hedgerow H137 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 5 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 16m of the hedgerow H143 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 5 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 47m of the hedgerow H084 within the Order limits as shown approximately within the	To facilitate construction of the authorised development

	Hedgerow Removal Plan Sheet 6 of 24	
West Lindsey District Council	Removal of up to 39m of the hedgerow H073 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 6 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 7m of the hedgerow H025 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 6 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 9m and 40m of the hedgerow H121 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 6 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 69m of the hedgerow H119 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 7 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 39m of the hedgerow In T1 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 7 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 8m of the hedgerow H162b within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 14m of the hedgerow H250a within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 54m of the hedgerow H171 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 52m of the hedgerow H173 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development

West Lindsey District Council	Removal of up to 50m of the hedgerow H175 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 50m of the hedgerow H177 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 29m of the hedgerow H179 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 8 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 7m and 40m of the hedgerow H129 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 9 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 8m of the hedgerow H131 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 9 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 43m of the hedgerow H125 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 9 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 117m of the hedgerow H180 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 9 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 30m of the hedgerow H045 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 9 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 9m of the hedgerow H040 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 10 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 1m of the hedgerow LoT2a within the	To facilitate construction of the authorised development

	Order limits as shown approximately within the Hedgerow Removal Plan Sheet 10 of 24	
West Lindsey District Council	Removal of up to 46m of the hedgerow H185 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 34m of the hedgerow H370 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 34m of the hedgerow H371 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 31m and 54m of the hedgerow H372 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 43m of the hedgerow H373 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 53m of the hedgerow H187 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 40m of the hedgerow H188 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 40m of the hedgerow H189 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 51m and 26m of the hedgerow H192 within the Order limits as shown approximately within	To facilitate construction of the authorised development

	the Hedgerow Removal Plan Sheet 13 of 24	
West Lindsey District Council	Removal of up to 13m of the hedgerow H193 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 13 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 52m of the hedgerow H194 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 13 and 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 51m of the hedgerow H195 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 13 and 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 27m of the hedgerow H382 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 13 and 15 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 30m of the hedgerow H263 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 13 and 15 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 55m of the hedgerow LoT06 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 50m of the hedgerow H200 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 47m of the hedgerow H202 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 14 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 15m of the hedgerow H269 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 14 and 15 of 24	To facilitate construction of the authorised development

West Lindsey District Council	Removal of up to 23m of the hedgerow H273 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 14 and 15 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 17m of the hedgerow H276 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 15 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 38m of the hedgerow H376 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 16 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 45m of the hedgerow H377 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 16 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 32m of the hedgerow H378 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 16 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 28m of the hedgerow H219 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 16 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 172m of the hedgerow H220 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 16 and 17 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 45m of the hedgerow H221 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 16 and 17 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 51m of the hedgerow H225 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 17 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 3m of the hedgerow H229 within the	To facilitate construction of the authorised development

	Order limits as shown approximately within the Hedgerow Removal Plan Sheet 17 of 24	
West Lindsey District Council	Removal of up to 5m and 54m of the hedgerow H230 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 17 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 51m of the hedgerow H231 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 17 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 52m of the hedgerow H236 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 17 and 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 12m of the hedgerow H237 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 17 and 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 30m of the hedgerow H238 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 17 and 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 55m of the hedgerow H238 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 91m of the hedgerow H239 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 11m of the hedgerow H381 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 304m of the hedgerow H384 within the Order limits as shown approximately within the	To facilitate construction of the authorised development

	Hedgerow Removal Plan Sheet 18 of 24	
West Lindsey District Council	Removal of up to 53m and 7m of the hedgerow H386 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 8m of the hedgerow H387 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 18 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 49m of the hedgerow H300 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 47m of the hedgerow H301 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 29m of the hedgerow H302 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 49m of the hedgerow H302 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 56m of the hedgerow H311 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 33m of the hedgerow H313 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 65m of the hedgerow H308 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development

West Lindsey District Council	Removal of up to 100m of the hedgerow H312 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 38m of the hedgerow H319 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 44m of the hedgerow H319 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 19 and 20 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 48m of the hedgerow H318 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 48m of the hedgerow H321 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 19 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 93m of the hedgerow H329 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 21 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 95m of the hedgerow H331 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 21 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 33m of the hedgerow H334 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 21 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 7m of the hedgerow H334a within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 21 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 25m of the hedgerow H334c within the	To facilitate construction of the authorised development

	Order limits as shown approximately within the Hedgerow Removal Plan Sheet 21 of 24	
Bassetlaw District Council	Removal of up to 41m of the hedgerow H336 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 21 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 190m and 130m of the hedgerow H343 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 21 and 22 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 64m of the hedgerow H347 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 22 and 23 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 52m of the hedgerow H358 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 23 and 24 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 54m of the hedgerow H359 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheets 23 and 24 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 8m of the hedgerow H360 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 23 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 50m, 46m, 52m and 51m of the hedgerow H361 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 23 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 10m of the hedgerow H362 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 23 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 49m of the hedgerow H363 within the Order limits as shown approximately within the	To facilitate construction of the authorised development

	Hedgerow Removal Plan Sheet 23 of 24	
Bassetlaw District Council	Removal of up to 51m of the hedgerow H365 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 23 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 47m of the hedgerow H367 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 23 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 29m of the hedgerow H369 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 23 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 7m of the hedgerow H383 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 24 of 24	To facilitate construction of the authorised development
Bassetlaw District Council	Removal of up to 3m of the hedgerow H358 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 24 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 25m and 28m and 42m of the hedgerow H029 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development
West Lindsey District Council	Removal of up to 11m and 7m of the hedgerow H030 within the Order limits as shown approximately within the Hedgerow Removal Plan Sheet 1 of 24	To facilitate construction of the authorised development

SCHEDULE 13

Article 41

DOCUMENTS AND PLANS TO BE CERTIFIED

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*
Land and Crown Land Plans	EN010142/APP/2.2	1	September 2024
Works Plans	EN010142/APP/2.3	~~2~~4	~~October 2024~~April 2025
Streets, Rights of Way and Access Plan	EN010142/APP/2.4	3	October 2024
Traffic Regulation Measures Plan	EN010142/APP/2.5	3	October 2024
Hedgerow Removal Plan	EN010142/APP/2.9	1	September 2024
Book of Reference	EN010142/APP/4.3	~~3~~4	~~January~~April 2025
Environmental Statement (other than those listed individually below)	EN010142/APP/6.1	0	April 2024
Environmental Statement Chapter 3: Scheme Description of the ES	EN010142/APP/6.1	3	January 2025
Environmental Statement Chapter 10: Water Environment	EN010142/APP/6.1	1	December 2024
Environmental Statement Chapter 12: Landscape and Visual Assessment	EN010142/APP/6.1	2	January 2025
Environmental Statement Chapter 13: Noise and Vibration	EN010142/APP/6.1	1	June 2024
Environmental Statement Chapter 18: Cumulative Effects and Interactions	EN010142/APP/6.1	~~3~~4	~~February~~April 2025
Environmental Statement Chapter 19: Summary of Significant Environmental Effects	EN010142/APP/6.1	1	December 2024
Technical Appendices (other than those listed individually below)	EN010142/APP/6.2	0	April 2024
Appendix 8-5-1: Principal Site Geophysical Report (Part 1)	EN010142/APP/6.2	1	June 2024
Appendix 8-5-2: Cable Route Corridor	EN010142/APP/6.2	1	June 2024

Geophysical Survey Report			
Appendix 9-5: Baseline Report for Great Crested Newts	EN010142/APP/6.2	1	June 2024
Appendix 9-12: Habitat Regulations Assessment Report	EN010142/APP/6.2	2	December 2024
Appendix 10-3: Flood Risk Assessment	EN010142/APP/6.2	2	January 2025
Appendix 12-6: LVIA Assessment of Visual Effects	EN010142/APP/6.2	1	December 2024
Appendix 12-7: Arboricultural Impact Assessment Part 1, 2 and 3	EN010142/APP/6.2	1	April 2025
Appendix 13-4: Noise Modelling	EN010142/APP/6.2	1	June 2024
Figures (other than those listed individually below)	EN010142/APP/6.3	0	April 2024
Figure 2-2: Environmental Constraints Plan	EN010142/APP/6.3	1	June 2024
Figure 3-1: Indicative Principal Site Layout Plan	EN010142/APP/6.3	~~1~~2	~~September 2024~~April 2025
Figure 3-7: Access Locations	EN010142/APP/6.3	1	September 2024
Figure 3-12: Trenchless Crossing Cross Sections	EN010142/APP/6.3	1	October 2024
Figure 4-2: Outcome of Planning and Environmental Constraints Mapping	EN010142/APP/6.3	1	June 2024
Figure 4-3: Zones Suitable for Solar Development	EN010142/APP/6.3	1	June 2024
Figure 10-5: Watercourses, Flood Zones and Internal Drainage Boards	EN010142/APP/6.3	1	October 2024
Figure 12-4: A-H Zones of Theoretical Visibility	EN010142/APP/6.3	1	June 2024
Figure 12-5: Topography and Watercourses	EN010142/APP/6.3	1	December 2024
Figure 12-7: Public Rights of Way	EN010142/APP/6.3	1	December 2024
Figure 12-11: Local Landscape Character	EN010142/APP/6.3	1	June 2024

Areas (Defined by the Applicant)			
Figure 12-13: Q-V Reference Viewpoint Photography	EN010142/APP/6.3	0	June 2024
Figure 12-13: W-CC Reference Viewpoint Photography	EN010142/APP/6.3	0	June 2024
Figure 13-2: Operational Noise Contours	EN010142/APP/6.3	1	June 2024
Figure 16-3: Proposed HGV Routes – Principal Site and Cable Route Corridor	EN010142/APP/6.3	1	June 2024
Figure 16-4: Local Highway Network	EN010142/APP/6.3	1	June 2024
Figure 16-8: Selected Bus Stops and Routes Closet to the Scheme	EN010142/APP/6.3	1	June 2024
Figure 18-5: Transport Cumulative Traffic Routes	EN010142/APP/6.3	2	February 2025
Outline Design Principles Statement	EN010142/APP/7.4	3	January 2025
Framework Construction Environmental Management Plan	EN010142/APP/7.8	3	February 2025
Framework Operational Environmental Management Plan	EN010142/APP/7.9	~~3~~4	~~January~~April 2025
Framework Decommissioning Environmental Management Plan	EN010142/APP/7.10	3	February 2025
Framework Construction Traffic Management Plan	EN010142/APP/7.11	5	February 2025
Framework Soil Management Plan	EN010142/APP/7.12	~~1~~2	~~October 2024~~April 2025
Framework Battery Safety Management Plan	EN010142/APP/7.13	1	January 2025
Framework Public Rights of Way Management Plan	EN010142/APP/7.16	1	December 2024
Framework Landscape and Ecological Management Plan	EN010142/APP/7.17	~~5~~6	~~February~~April 2025
Framework Skills, Supply Chain and Employment Plan	EN010142/APP/7.18	0	April 2024

Archaeological Mitigation Strategy	EN010142/APP/7.18	0	October 2024

SCHEDULE 14

Article 43

ARBITRATION RULES

Commencing an arbitration

1. 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 or public holidays.

(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 that which 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 or the remedy it is seeking;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence consisting of a response 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 elements of the claimant's claim and 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 objection it wishes to make to the claimant's statements, comments on the claimant's expert reports (if submitted by the claimant) and explanations of the objections.

(4) Within seven 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; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. A single pleading must not exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator will make an award on the substantive differences 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 two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within seven 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 ten days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator 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 experts attending the hearing may be asked questions by the arbitrator.

(7) There is to be no examination or 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 experts in response to the arbitrator's questions. Prior to the hearing in relation to the experts—

(a) at least 28 days before a hearing, the arbitrator must provide a list of issues to be addressed by the experts;

(b) if more than one expert is called, they will 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 seven days before the hearing.

(8) Within 14 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before the arbitrator attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given must 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, save where modified in this Schedule.

(2) There must be no discovery or disclosure, except that the arbitrator is to have 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 should 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 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 will notify the parties that the award is completed, signed and dated, and that it will 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) Where the difference involves connected or interrelated issues, the arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties are to bear them or in what proportion they are to be borne by the parties.

(4) The arbitrator must award recoverable costs on the general principle that each party should bear its own costs, having regard to all material circumstances, including such matters as exaggerated claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) Hearings in this arbitration are to take place in private.

(2) Materials, documents, awards, expert reports and any matters relating to the arbitration are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the courts or where disclosure is required under any legislative or regulatory requirement.

SCHEDULE 15

Article 44

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule, (save for any utility undertakers which are specifically protected by any other Part of this Schedule, which will take precedence) the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a)), belonging to or maintained by that utility undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(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 of the Water Industry Act 1991;

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(b); and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus; and

(e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 15 of this Schedule;

"functions" includes powers and duties;

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

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(c);

(c) water undertaker within the meaning of the Water Industry Act 1991;

(**a**) 1989 c. 29.
(**b**) 1991 c. 56.
(**c**) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45) and was further amended by section 76 of the Utilities Act 2000 (c. 27).

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991; and

(e) an owner or operator of apparatus within paragraph (e) of the definition of that term,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article ~~11~~12 (temporary prohibition or restriction of the use of streets and public rights of way), a utility undertaker is 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 may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

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.

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 over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (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 the utility 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 a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility 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 utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use 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 utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 43, and after the grant to the utility 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 utility 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 utility undertaker, must be executed by the undertaker

without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility 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.

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility 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 utility undertaker in question or in default of agreement settled by arbitration in accordance with article 43 (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 utility 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 utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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 the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility 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 utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility 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 a utility 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 7 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, 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 utility 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.

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility 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 6(2).

(2) There is to 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 43 (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 utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and

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

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker 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 which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

11. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

13. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003(a);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

14. The exercise of the powers of article 32 (statutory undertakers) is subject to Part 10 (undertakers' works affecting electronic communications apparatus) of the electronic communications code.

15.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, 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 is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 43 (arbitration).

16. 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

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(**a**) 2003 c. 21.

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

17. 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

FOR THE PROTECTION OF DRAINAGE AUTHORITIES

18. The provisions of this Part of this Schedule have effect for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

19. In this Part of this Schedule—

"authorised development" has the same meaning as in article 2 (interpretation) of this Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the operation and maintenance of the authorised development and the construction of any works authorised by this Part of this Schedule;

"construction" includes execution, placing, altering, replacing, relaying and removal, and "construct" and "constructed" must be construed accordingly;

"drainage authority" means in relation to an ordinary watercourse—

(a) the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991; or

(b) in the case of any area for which there is no such drainage board, the lead local flood authority within the meaning of section 6 (other definitions) of the Flood and Water Management Act 2010;

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance constructed for land drainage or flood defence which is the responsibility of the drainage authority;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes sections, drawings, specifications and method statements;

"specified work" means so much of the authorised development as is in, on, under, over or within 8 metres of a drainage work or is otherwise likely to affect the flow of water in any watercourse.

20.—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may reasonably require within 14 days of the submission of the plans.

(2) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 26.

(3) Any approval of the 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 28 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work taking into account the terms of this Order.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

21. Without limiting the scope of paragraph 20, the requirements which the 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, during the construction of the specified work (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 taking account of the terms of this Order—

(a) to safeguard any drainage work against damage by reason of any specified work; 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 beyond the level of flood risk that was assessed in the environmental statement, by reason of any specified work.

22.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 21, 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 drainage authority,

and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and

(b) notice in writing of its completion not later than seven days after the date on which it is brought into use.

23. If by reason of the construction of a specified work or of the failure of any of a specified work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker as soon as reasonably practicable to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

24. The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in inspecting the construction of the specified work or any protective works required by the drainage authority under this Part of this Schedule; and

(c) in carrying out any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified work.

25.—(1) The undertaker must make reasonable compensation for liabilities, costs and losses which may be reasonably incurred or suffered by reason of—

(a) the construction of any specified works comprised within the authorised development; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others while engaged upon the construction of the authorised development.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand.

(3) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(4) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) The drainage authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(6) The drainage authority will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

(8) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of the drainage authority or the breach of a statutory duty of the drainage authority, its officers, servants, contractors or agents.

26. Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 43 (arbitration).

PART 4

FOR THE PROTECTION OF THE CANAL & RIVER TRUST

Interpretation

27.—(1) For the protection of the Canal & River Trust the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the Canal & River Trust.

(2) In this Part of this Schedule—

"Code of Practice" means the Code of Practice for Works Affecting the Canal & River Trust (April 2023) or any updates or amendments thereto;

"construction", in relation to any specified work or protective work, includes—

(a) the execution and placing of that work; and

(b) any relaying, renewal, or maintenance of that work ; and "construct" and "constructed" have corresponding meanings;

"Canal & River Trust's network" means the Canal & River Trust's network of waterways;

"detriment" means any damage to the waterway or any other property of the Canal & River Trust caused by the presence of the authorised development and, without prejudice to the generality of that meaning, includes—

(a) any obstruction of, or interference with, or hindrance or danger to, navigation or to any use of the waterway (including towing paths);

(b) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;

(c) the deposit of materials or the siltation of the waterway so as to damage the waterway;

(d) the pollution of the waterway;

(e) any significant alteration in the water level of the waterway, or significant interference with the supply of water thereto, or drainage of water therefrom;

(f) any harm to the ecology of the waterway; and

(g) any interference with the exercise by any person of any lawful rights over Canal & River Trust's network;

"the engineer" means an engineer appointed by the Canal & River Trust for the purpose in question;

"plans" includes navigational risk assessments, sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

"practical completion" means practical completion of all of the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expression "practically complete" and "practically completed" is to be construed accordingly;

"protective work" means a work constructed under paragraph 31 below, (Approval of plans, protective works etc.), sub-paragraph 31(4)(a);

"specified work" means so much of the authorised development as is, may be, or takes place in, on, under or over the surface of land below the water level forming part of the waterway; or may affect the waterway or any function of the Trust, including any projection over the waterway by any authorised work or any plant or machinery; and

"the waterway" means each and every part of the River Trent within the order limits and includes any works, lands or premises belonging to the Canal & River Trust, or under its management or control, and held or used by the Canal & River Trust in connection with its statutory functions.

(3) Where the Code of Practice applies to any works or matter that are part of the authorised development or that form part of the protective works and there is an inconsistency between these protective provisions and the Code of Practice, the part of the Code of Practice that is inconsistent with these protective provisions will not apply and these protective provisions will apply. The undertaker will identify and agree with the Canal and River Trust those parts of the Code of Practice which are not applicable to the construction of the specified works and for the avoidance of doubt the undertaker will not be required to comply with those agreed parts of the Code of Practice.

Powers requiring the Canal & River Trust's consent

28.—(1) The undertaker must not in the exercise of the powers conferred by this Order obstruct or interfere with pedestrian or vehicular access to the waterway unless such obstruction or interference with such access is with the consent of the Canal & River Trust.

(2) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article ~~17~~18 (discharge of water) or in any way interfere with the supply of water to or the drainage of water from the waterway unless such exercise is with the consent of the Canal & River Trust, save as to surface water discharge which will not require the consent of the Canal & River Trust.

(3) The undertaker must not exercise the powers conferred by article 20 (authority to survey and investigate the land) or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of the Canal & River Trust.

(4) The undertaker must not exercise any power conferred by article 30 (temporary use of land for constructing the authorised development) or article 31 (temporary use of land for maintaining the authorised development) in respect of the waterway unless such exercise is with the consent of the Canal & River Trust.

(5) The undertaker must not exercise any power conferred by article 21 (compulsory acquisition of land), article 23 (compulsory acquisition of rights), article 26 (acquisition of subsoil only) or article 32 (statutory undertakers) in respect of the Canal & River Trust's interests in the waterway unless such exercise is with the consent of the Canal & River Trust.

(6) The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (5) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this Part of this Schedule or any condition contained in Schedule 2 (requirements) to this Order.

Fencing

29. Where so required by the engineer acting reasonably the undertaker must, to the reasonable satisfaction of the engineer, fence off a specified work or a protective work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work or a protective work from the waterway, whether on a temporary or permanent basis or both.

Survey of waterway

30.—(1) Before the commencement of the initial construction of any part of the specified works and again following practical completion of the specified works the undertaker must bear the reasonable and proper cost of the carrying out by a qualified engineer (the "surveyor"), to be approved by the Canal & River Trust and the undertaker, of a survey to measure the navigational depth of the waterway and profile of the riverbed ("the survey") of so much of the waterway and of any land which may provide support for the waterway as will or may be affected by the specified works.

(2) The design of, and methods proposed to be used for, the survey, to be approved by the Canal & River Trust and the undertaker.

(3) For the purposes of the survey the undertaker must—

(a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land of the undertaker which may provide support for the waterway as will or may be affected by the specified works; and

(b) supply the surveyor as soon as reasonably practicable with all such information as they may reasonably require and which the undertaker holds with regard to the specified works or the method of their construction.

(4) Copies of the survey results must be provided to both the Canal & River Trust and the undertaker at no cost to the Canal & River Trust.

Approval of plans, protective works etc.

31.—(1) The undertaker must before commencing construction of any specified work including any temporary works supply to the Canal & River Trust proper and sufficient plans of that work, on the Canal & River Trust forms, having regard to the Canal & River Trust's Code of Practice and such further particulars available to it as the Canal & River Trust may within 14 working days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of a specified work until plans of that work 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 or delayed, and if within 25 working days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by the Canal & River Trust the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he is deemed to have approved the plans as submitted.

(3) An approval of the engineer under this paragraph 31 is not deemed to have been unreasonably withheld if approval within the time limited by sub-paragraph (2) has not been given pending the outcome of any consultation on the approval in question that the Canal & River Trust is obliged to carry out in the proper exercise of its functions, provided prior written notice of such consultation has been provided by the Canal & River Trust to the undertaker.

(4) When signifying approval of the plans the engineer may specify on land held or controlled by the Canal & River Trust or the undertaker and subject to such works being authorised by this Order or being development permitted by an Act of Parliament or general development order made under the 1990 Act—

(a) any protective work (whether temporary or permanent) which in the reasonable opinion of the engineer should be carried out before the commencement of a specified work to prevent detriment; and

(b) such other requirements as may be reasonably necessary to prevent detriment,

and such protective works must be constructed by the undertaker or by the Canal & River Trust at the undertaker's request with all reasonable dispatch and the undertaker must not commence the construction of a specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction such consent not to be unreasonably withheld or delayed.

(5) The withholding of an approval of the engineer under this paragraph 31 will be deemed to be unreasonable if it would prevent the undertaker from complying with any condition contained in Schedule 2 (requirements) to this Order.

(6) The undertaker must pay to the Canal & River Trust a capitalised sum representing any reasonably increased and additional cost of maintaining and, when necessary, renewing any works, including any permanent protective works provided under sub-paragraph (4) above, and of carrying out any additional dredging of the waterway reasonably necessitated by the exercise of any of the powers under this Order but if the cost of maintaining the waterway, or of works of renewal of the waterway, is reduced in consequence of any such works, a capitalised sum representing such reasonable saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

(7) In the event that the undertaker fails to complete the construction of, or part of, the specified works the Canal & River Trust may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that construction be completed. Any notice served under this sub-paragraph must state the works that are to be completed by the undertaker and lay out a reasonable timetable for the works' completion. If the undertaker fails to comply with this notice within 35 working days, the Canal & River Trust may construct any of the specified works, or part of such works, (together with any adjoining works) in order to complete the construction of, or part of, the specified works or make such works and the undertaker must reimburse the Canal & River Trust all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Design of works

32. Without prejudice to its obligations under the foregoing provisions of this Part of this Schedule the undertaker must consult, collaborate and respond constructively to any reasonable approach, suggestion, proposal or initiative made by the Canal & River Trust on—

(a) the design of the specified works;

(b) the environmental effects of those works; and must have regard to such views as may be expressed by the Canal & River Trust in response to such consultation pursuant in particular to the requirements imposed on the Canal & River Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995(a) and to the interest of the Canal & River Trust in preserving and enhancing the environment of its waterways; and

(c) amendments or alterations to the construction environmental management plan, landscape and ecological management plan, operational environmental management plan, decommissioning environmental management plan (as may be approved pursuant to Schedule 2 (requirements)) in respect of a specified work or a protective work or otherwise in connection with the waterway.

Notice of works

33. The undertaker must give to the engineer 30 days' notice of its intention to commence the construction of any of the specified works or protective works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, the Canal & River Trust may where appropriate arrange for the publication of notices bringing those works to the attention of users of the Canal & River Trust's network.

(**a**) 1995 c. i.

Construction of specified works

34.—(1) Any specified works or protective works must, when commenced, be constructed—

(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and with any specifications made under paragraph 31 (approval of plans, protective works etc.) and paragraph 32 (design of works) of this Part;

(b) under the supervision (if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little detriment to the waterway as is reasonably practicable;

(d) in such manner as to cause as little inconvenience as is reasonably practicable to the Canal & River Trust, its officers and agents and all other persons lawfully using the waterways, except to the extent that temporary obstruction has otherwise been agreed by the Canal & River Trust;

(e) in such a manner as to ensure that no materials are discharged or deposited into the waterway otherwise than in accordance with article ~~17~~18 (discharge of water); and

(f) in compliance with the Code of Practice (where appropriate and where consistent with the exercise of powers pursuant to this Order and for the timely, safe, economic and efficient delivery of the authorised works);

(2) Nothing in this Order authorises the undertaker to make or maintain any permanent works in or over the waterway so as to impede or prevent (whether by reducing the width of the waterway or otherwise) the passage of any vessel which is of a kind (as to its dimensions) for which the Canal & River Trust is required by section 105(1)(b) and (2) of the Transport Act 1968(a) to maintain the waterway.

(3) Following the completion of the construction of the specified works the undertaker must restore the waterway to a condition no less satisfactory than its condition immediately prior to the commencement of those works unless otherwise agreed between the undertaker and the Canal & River Trust and save to the extent that any deterioration to the condition of the waterway is not caused by the construction of the specified works.

(4) In assessing whether the condition of the waterway is no less satisfactory than immediately prior to the works pursuant to sub-paragraph (3), the Canal & River Trust and the undertaker must take account of any survey issued pursuant to paragraph 30 (survey of waterway) and any other information agreed between them pursuant to this Part.

Prevention of pollution

35. The undertaker must not in the course of constructing a specified work or a protective work or otherwise in connection therewith do or permit anything which may result in the pollution of the waterway or the deposit of materials therein (unless otherwise permitted by the Order or the protective provisions in this Part of this Schedule) and must take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph.

Access to work – provision of information

36.—(1) The undertaker on being given reasonable notice must—

(a) at all reasonable times allow reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

(2) The Canal & River Trust on being given reasonable notice must—

(a) at all reasonable times afford reasonable facilities to the undertaker and its agents for access to any works carried out by the Canal & River Trust under this Part during their construction; and

(**a**) 1968 c. 73.

(b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them and the undertaker must reimburse the Canal & River Trust's reasonable costs in relation to the supply of such information.

Alterations to the waterway

37.—(1) If during the construction of a specified work or a protective work or during a period of twenty four (24) months after the completion of those works any alterations or additions, either permanent or temporary, to the waterway are reasonably necessary in consequence of the construction of the specified work or the protective work in order to avoid detriment, and the Canal & River Trust gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to the Canal & River Trust the reasonable costs of those alterations or additions including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by the Canal & River Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing the waterway is reduced in consequence of any such alterations or additions a capitalised sum representing such saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

Repayment of the Canal & River Trust's fees, etc.

38.—(1) The undertaker must repay to the Canal & River Trust in accordance with the Code of Practice all fees, costs, charges and expenses reasonably incurred by the Canal & River Trust—

(a) in constructing any protective works under the provisions of paragraph 31 (approval of plans, protective works etc.) sub-paragraph 31(4)(a);

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction or repair of a specified work and any protective works;

(c) in respect of the employment during the construction of the specified works or any protective works of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works or any protective works;

(d) in bringing the specified works or any protective works to the notice of users of the Canal & River Trust's network; and

(e) in constructing and/or carrying out any measures related to any specified works or protective works which are reasonably required by the Canal & River Trust to ensure the safe navigation of the waterway save that nothing is to require the Canal & River Trust to construct and/or carry out any measures.

(2) If the Canal and River Trust considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), the Canal and River Trust will first provide an estimate of that fee, charge, cost or expense and supporting information in relation to the estimate to the undertaker along with a proposed timescale for payment for consideration and the undertaker may, within a period of 14 working days—

(a) provide confirmation to the Canal and River Trust that the estimate is agreed and pay to the Canal and River Trust, by the date stipulated, that fee, charge, cost or expense; or

(b) provide confirmation to the Canal and River Trust that the estimate is not accepted along with a revised estimate and a proposal as to how or why the undertaker considers that the estimate can be reduced and or paid at a later date.

(3) The Canal and River Trust must take in to account any representations made by the undertaker in accordance with this paragraph 38 and must, within 15 working days of receipt of the information

pursuant to sub-paragraph (1), confirm the amount of the fee, charge, cost or expense to be paid by the undertaker (if any) and the date by which this is to be paid.

(4) The Canal and River Trust must, when estimating and incurring any charge, cost or expense pursuant this paragraph 38, do so with a view to being reasonably economic and acting as if the Canal and River Trust were itself to fund the relevant fee, charge, cost or expense.

Making good of detriment; compensation and indemnity, etc.

39.—(1) If any detriment is caused by the construction or failure of the specified works or the protective works if carried out by the undertaker, the undertaker (if so required by the Canal & River Trust) must make good such detriment and must pay to the Canal & River Trust all reasonable expenses incurred by the Canal & River Trust, and compensation for any loss sustained by the Canal & River Trust in making good or otherwise by reason of the detriment.

(2) The undertaker must be responsible for and make good to the Canal & River Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Part which may be occasioned to and reasonably incurred by the Canal & River Trust—

(a) by reason of the construction of a specified work or a protective work or the failure of such a work; 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 the construction of a specified work or protective work, and subject to sub-paragraph (4), the undertaker must effectively indemnify and hold harmless the Canal & River Trust from and against all claims and demands arising out of or in connection with any of the matters referred to in sub-paragraphs (a) and (b) (provided that the Canal & River Trust is not entitled to recover from the undertaker any consequential losses which are not reasonably foreseeable).

(3) The fact that any act or thing may have been done by the Canal & River Trust 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 or in accordance with any directions or awards of an arbitrator is not to (if it was done without negligence on the part of the Canal & River Trust or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

(4) Nothing in sub-paragraph (2) imposes any liability on the undertaker with respect to any detriment, loss or interruption to the extent that it is attributable to the act, neglect or default of the Canal & River Trust, its officers, servants, contractors or agents.

(5) The Canal & River Trust must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(6) The Canal & River Trust 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 39 applies. If requested to do so by the undertaker, the Canal & River Trust must provide an explanation of how the claim has been minimised.

Arbitration

40. Any difference arising between the undertaker and the Canal & River Trust under this Part (other than a difference as to the meaning or construction of this Part) must be referred to and settled by arbitration in accordance with article 43 (arbitration) of this Order.

Capitalised sums

41.—(1) Any capitalised sum which is required to be paid under this Part must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.

(2) The aggregate cap of the undertaker's gross liability to pay capitalised sums and any other payments or liabilities under the terms of this Part of this Schedule shall be limited to £5,000,000 (five million pounds) for any one occurrence or all occurrences of a series arising out of the one original cause.

As built drawings

42. As soon as reasonably practicable following the completion of the construction of the authorised development, the undertaker must provide to the Canal & River Trust as built drawings of any specified works in a form and scale to be agreed between the undertaker and the Canal & River Trust to show the position of those works in relation to the waterway.

Decommissioning

43. Where the decommissioning environmental management plan identifies activities which may impact the waterway, the protective provisions in this Part 3 of Schedule 15 will, so far as appropriate, apply to those activities as if they were a specified work.

PART 5

FOR THE PROTECTION OF COTTAM SOLAR PROJECT LIMITED

44. The provisions of this Part apply for the protection of Cottam unless otherwise agreed in writing between the undertaker and Cottam.

45. In this Part—

"apparatus" means the cables, structures or other infrastructure owned, occupied or maintained by Cottam or its successor in title within the Cottam Work Area;

"construction" includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and "construct" and "constructed" must be construed accordingly;

"Cottam" means an undertaker with the benefit of all or part of the Cottam Solar Project Order for the time being;

"Cottam Solar Project Order" means the Cottam Solar Project Order as granted by the Secretary of State following the examination of the project known as Cottam Solar Project and given reference number EN010133 by the Planning Inspectorate;

"Cottam Work Area" means the area for Work Nos. 1A, 2(h), 3, 4A, 5, 6A, 6B, 7A, 8A, 9A, 9B, 10 authorised in the Cottam Solar Project Order;

"plans" includes sections, drawings, specifications, designs, design data, software, 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 the Cottam Work Area;

"specified works" means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

(a) within Cottam Work Area;

(b) in, on, under, over or within 25 metres of the Cottam Work Area or any apparatus; or

(c) may in any way adversely affect any apparatus.

46. The consent of Cottam under this Part is not required where the Cottam Solar Project Order has expired without the authorised development having been commenced pursuant to the Cottam Solar Project Order.

47. Where conditions are included in any consent granted by Cottam pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Cottam.

48. The undertaker must not under the powers of this Order acquire, extinguish, suspend, override or interfere with any rights that Cottam has in respect of any apparatus or has in respect of the Cottam Work Area without the consent of Cottam, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

49.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Cottam, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Cottam does not respond within 28 days of the undertaker's request for consent, then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Cottam and must submit any such further particulars available to it that Cottam may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Cottam.

(4) Any approval of Cottam required under this paragraph may be subject to such reasonable conditions as may be required for the protection or alteration of any apparatus (including proposed apparatus) in the Cottam Work Area or within 25m of the Cottam Work Area or for securing access to such apparatus or the Cottam Work Area;

(5) Where Cottam requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Cottam's reasonable satisfaction.

(6) 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 specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph apply to and in respect of the new plans.

50.—(1) The undertaker must give to Cottam not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of the construction, must give to Cottam written notice of the completion.

(2) The undertaker is not required to comply with paragraph 49 or sub-paragraph (1) in a case of emergency, but in that case it must give to Cottam notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 49 in so far as is reasonably practicable in the circumstances.

51. The undertaker must at all reasonable times during construction of the specified works allow Cottam and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

52.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Cottam requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Cottam Work Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Cottam may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

53. If in consequence of the exercise of the powers conferred by 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 Cottam to maintain or use the apparatus no less effectively than was possible before the obstruction.

54. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Cottam to the Cottam Work Area or within 25m of the Cottam Work Area.

55. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within Cottam Work Area or within 25m of the Cottam Work Area request up-to-date written confirmation from Cottam of the location of any apparatus or proposed apparatus.

56. The undertaker and Cottam must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

57. The undertaker must pay to Cottam the reasonable expenses incurred by Cottam in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the Cottam Work Area or within 25m of the Cottam Work Area.

58.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Cottam, or Cottam becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay the cost reasonably incurred by Cottam in making good such damage or restoring the service or supply; and

(b) compensate Cottam for any other expenses, loss, demands, proceedings, damages, claims, penalty, or costs incurred by or recovered from Cottam, by reason or in consequence of any such damage or interruption or Cottam becoming liable to any third party as aforesaid.

(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 Cottam, its officers, servants, contractors or agents.

(3) Cottam must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Cottam 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 58 applies. If requested to do so by the undertaker, Cottam shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 58 for claims reasonably incurred by Cottam.

(5) The fact that any work or thing has been executed or done with the consent of Cottam and in accordance with any conditions or restrictions prescribed by Cottam or in accordance with any plans approved by Cottam or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

59. Any dispute arising between the undertaker and Cottam under this Part must be determined by arbitration under article 43 (arbitration).

PART 6

FOR THE PROTECTION OF GATE BURTON ENERGY PARK LIMITED

60. The provisions of this Part apply for the protection of Gate Burton unless otherwise agreed in writing between the undertaker and Gate Burton.

61. In this Part—

"apparatus" means the cables, structures or other infrastructure owned, occupied or maintained by Gate Burton or its successor in title within the Gate Burton Work No. 4B Area;

"construction" includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and "construct" and "constructed" must be construed accordingly;

"plans" includes sections, drawings, specifications, designs, design data, software, 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 the Gate Burton Work No. 4B Area;

"specified works" means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

(a) within the Gate Burton Work No. 4B Area;

(b) in, on, under, over or within 25 metres of the Gate Burton Work No. 4B Area or any apparatus; or

(c) may in any way adversely affect any apparatus.

"Gate Burton" means an undertaker with the benefit of all or part of the Gate Burton Energy Park Order for the time being;

"Gate Burton Energy Park Order" means the Gate Burton Energy Park Order as granted by the Secretary of State following the examination of the project known as Gate Burton Energy Park and given reference number EN010142 by the Planning Inspectorate;

"Gate Burton Work No. 4B Area" means the area for Work No. 4B authorised in the Gate Burton Energy Park Order.

62. The consent of Gate Burton under this Part is not required where the Gate Burton Energy Park Order has expired without the authorised development having been commenced pursuant to the Gate Burton Energy Park Order.

63. Where conditions are included in any consent granted by Gate Burton pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Gate Burton.

64. The undertaker must not under the powers of this Order acquire, extinguish, suspend, override or interfere with any rights that Gate Burton has in respect of any apparatus or has in respect of the Gate Burton Work No. 4B Area without the consent of Gate Burton, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

65.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Gate Burton, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Gate Burton does not respond within 28 days of the undertaker's request for consent, then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Gate Burton and must submit any such further particulars available to it that Gate Burton may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Gate Burton.

(4) Any approval of Gate Burton required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus (including proposed apparatus) in the Gate Burton Work No. 4B Area or for securing access to such apparatus or the Gate Burton Work No. 4B Area;

(5) Where Gate Burton requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Gate Burton's reasonable satisfaction.

(6) 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 specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

66.—(1) The undertaker must give to Gate Burton not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Gate Burton written notice of the completion.

(2) The undertaker is not required to comply with paragraph 65 or sub-paragraph (1) in a case of emergency, but in that case it must give to Gate Burton notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 65 in so far as is reasonably practicable in the circumstances.

67. The undertaker must at all reasonable times during construction of the specified works allow Gate Burton and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

68.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Gate Burton requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the Gate Burton Work No. 4B Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Gate Burton may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

69. If in consequence of the exercise of the powers conferred by 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 Gate Burton to maintain or use the apparatus no less effectively than was possible before the obstruction.

70. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Gate Burton to the Gate Burton Work No. 4B Area.

71. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within Gate Burton Work No. 4B Area request up-to-date written confirmation from Gate Burton of the location of any apparatus or proposed apparatus.

72. The undertaker and Gate Burton must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

73. The undertaker must pay to Gate Burton the reasonable expenses incurred by Gate Burton in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the Gate Burton Work No. 4B Area.

74.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Gate Burton, or Gate Burton becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay the cost reasonably incurred by Gate Burton in making good such damage or restoring the service or supply; and

(b) compensate Gate Burton for any other expenses, loss, demands, proceedings, damages, claims, penalty, or costs incurred by or recovered from Gate Burton, by reason or in consequence of any such damage or interruption or Gate Burton becoming liable to any third party as aforesaid.

(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 Gate Burton, its officers, servants, contractors or agents.

(3) Gate Burton must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Gate Burton 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 74

applies. If requested to do so by the undertaker, Gate Burton shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 74 for claims reasonably incurred by Gate Burton.

(5) The fact that any work or thing has been executed or done with the consent of Gate Burton and in accordance with any conditions or restrictions prescribed by Gate Burton or in accordance with any plans approved by Gate Burton or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

75. Any dispute arising between the undertaker and Gate Burton under this Part must be determined by arbitration under article 43 (arbitration).

PART 7

FOR THE PROTECTION OF WEST BURTON SOLAR PROJECT LIMITED

76. The provisions of this Part apply for the protection of West Burton unless otherwise agreed in writing between the undertaker and West Burton.

77. In this Part—

"apparatus" means the cables, structures or other infrastructure owned, occupied or maintained by West Burton or its successor in title within the West Burton Work No. 5B Area;

"construction" includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and "construct" and "constructed" must be construed accordingly;

"West Burton" means an undertaker with the benefit of all or part of the West Burton Solar Project Order for the time being;

"West Burton Solar Project Order" means the West Burton Solar Project Order as granted by the Secretary of State following the examination of the project known as West Burton Solar Project and given reference number EN010132 by the Planning Inspectorate;

"West Burton Work No. 5B Area" means the area for Work No. 5B authorised in the West Burton Solar Project Order;

"plans" includes sections, drawings, specifications, designs, design data, software, 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 the West Burton Work No. 5B Area;

"specified works" means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

(a) within the West Burton Work No. 5B Area;

(b) in, on, under, over or within 25 metres of the West Burton Work No. 5B Area or any apparatus; or

(c) may in any way adversely affect any apparatus.

78. The consent of West Burton under this Part is not required where the West Burton Solar Project Order has expired without the authorised development having been commenced pursuant to the West Burton Solar Project Order.

79. Where conditions are included in any consent granted by West Burton pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by West Burton.

80. The undertaker must not under the powers of this Order acquire, extinguish, suspend, override or interfere with any rights that West Burton has in respect of any apparatus or has in respect of the West Burton Work No. 5B Area without the consent of West Burton, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

81.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of West Burton, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if West Burton does not respond within 28 days of the undertaker's request for consent, then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to West Burton and must submit any such further particulars available to it that West Burton may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by West Burton.

(4) Any approval of West Burton required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus (including proposed apparatus) in the West Burton Work No. 5B Area or for securing access to such apparatus or the West Burton Work No. 5B Area;

(5) Where West Burton requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to West Burton's reasonable satisfaction.

(6) 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 specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

82.—(1) The undertaker must give to West Burton not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of the construction, must give West Burton written notice of the completion.

(2) The undertaker is not required to comply with paragraph 81 or sub-paragraph (1) in a case of emergency, but in that case it must give to West Burton notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 81 in so far as is reasonably practicable in the circumstances.

83. The undertaker must at all reasonable times during construction of the specified works allow West Burton and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

84.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from West Burton requiring the undertaker to do so, remove the temporary works in, on, under, over, or within the West Burton Work No. 5B Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), West Burton may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

85. If in consequence of the exercise of the powers conferred by 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 West Burton to maintain or use the apparatus no less effectively than was possible before the obstruction.

86. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by West Burton to the West Burton Work No. 5B Area.

87. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within West Burton Work No. 5B Area request up-to-date written confirmation from West Burton of the location of any apparatus or proposed apparatus.

88. The undertaker and West Burton must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

89. The undertaker must pay to West Burton the reasonable expenses incurred by West Burton in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the West Burton Work No. 5B Area.

90.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by West Burton, or West Burton becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay the cost reasonably incurred by West Burton in making good such damage or restoring the service or supply; and

(b) compensate West Burton for any other expenses, loss, demands, proceedings, damages, claims, penalty, or costs incurred by or recovered from West Burton, by reason or in consequence of any such damage or interruption or West Burton becoming liable to any third party as aforesaid.

(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 West Burton, its officers, servants, contractors or agents.

(3) West Burton must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) West Burton 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 90 applies. If requested to do so by the undertaker, West Burton shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 90 for claims reasonably incurred by West Burton.

(5) The fact that any work or thing has been executed or done with the consent of West Burton and in accordance with any conditions or restrictions prescribed by West Burton or in accordance with any plans approved by West Burton or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

91. Any dispute arising between the undertaker and West Burton under this Part must be determined by arbitration under article 43 (arbitration).

PART 8

FOR THE PROTECTION OF LINCOLNSHIRE FIRE AND RESCUE

Interpretation

92.—(1) For the protection of Lincolnshire Fire and Rescue as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Lincolnshire Fire and Rescue.

(2) In this Part of this Schedule—

"Index Linked" means an increase in the sums payable on an annual basis or pro rata per diem in accordance with the most recent published figure for the Consumer Price Index, or during any period when no such index exists the index which replaces it or is the nearest equivalent to it; and

"Lincolnshire Fire and Rescue" means Lincolnshire County Council in its capacity as a fire and rescue authority pursuant to section 1(2)(a) of the Fire and Rescue Services Act 2004.

93.—(1) The undertaker must, prior to the date of final commissioning of Work No. 2, use reasonable endeavours to facilitate a site familiarisation exercise in connection with Work No. 2 of the authorised development for Lincolnshire Fire and Rescue for the purposes of providing the

necessary assurance to Lincolnshire Fire and Rescue that all the required systems and measures are in place in accordance with the battery safety management plan.

(2) Following the first anniversary of the date of final commissioning of Work No. 2 of the authorised development, the undertaker must use reasonable endeavours to facilitate an annual review of Work No. 2 by Lincolnshire Fire and Rescue at the reasonable request of Lincolnshire Fire and Rescue, up until the year in which the undertaker commences decommissioning of Work No. 2. 143.

Costs

94.—(1) Pursuant to the provisions set out at paragraph 93, the undertaker must pay to Lincolnshire Fire and Rescue:

(a) £ [X] in the first year of operation of the authorised development for, or in connection with Lincolnshire Fire and Rescue's attendance at the site familiarisation exercise facilitated by the undertaker pursuant to paragraph 93(1), such sum to be paid within 30 days following the date of the site familiarisation exercise; and

(b) £ [X] in each subsequent year of operation of the authorised development until the date of decommissioning of Work No. 2, such sums to be paid within 30 days of the date of the annual review for that year, if in that year an annual review has taken place pursuant to paragraph 93(2).

(2) The costs payable under sub-paragraph (1)(a) are to be Index Linked.

PART 9

FOR THE PROTECTION OF CADENT GAS LIMITED

Application

95. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

96. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, 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 development" has the same meaning as in article 2 (interpretation) 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 development;

"Cadent" means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986(**a**);

(**a**) 1989 c. 29.

"Cadent's undertaking" means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995(a);

"commence" and "commencement" has the same meaning as in article 2 (interpretation) and for the purpose of this Part of this Schedule only includes 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 non-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, requires the undertaker to submit for Cadent's approval a ground mitigation scheme;

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

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

"maintain" and "maintenance" will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

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

"rights" includes rights and restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any part of the authorised development or activities (including maintenance) undertaken in association with the authorised development 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 sub-paragraph 101(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 101(2) or otherwise.

(**a**) 1995 c. 45.

On street apparatus

97.—(1) This Part of 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 98, 103, 104 and 105; and

(b) where sub-paragraph (2) applies, paragraphs 100 and 101.

(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) The protective provisions in this Part of this Schedule apply and take precedence over article 33 (apparatus and rights of statutory undertakers in closed streets) of the Order which does not apply to Cadent.

Apparatus of Cadent in stopped up streets

98.—(1) Where any street or public right of way is subject to temporary prohibition or restriction of use under article ~~11~~12 (temporary prohibition or restriction of use of streets and public rights of way), 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 prohibition or restriction of use 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 prohibition or restriction of use 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 100.

(2) Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article ~~11~~12 (temporary prohibition or restriction of use of streets and public rights of way), 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 prohibition or restriction of use or diversion was in that street.

Protective works to buildings

99. The undertaker must exercise the powers conferred by article 19 (protective works to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (such consent not to be unreasonably withheld or delayed).

Acquisition of land

100.—(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 appropriate or acquire any interest in land or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the construction or maintenance of any part of the authorised development (or in such other timeframe as may be agreed between Cadent 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 Cadent or affect 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 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 the undertaker must use reasonable endeavours 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) 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 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 prevail.

(4) Any agreement or consent granted by Cadent under paragraph 102 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ on land owned by the undertaker, 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.

(6) Where an undertaker acquires the freehold of any land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph ~~100~~100 do not apply, the undertaker must—

(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

101.—(1) If, in the exercise of powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 100, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed 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 reasonable satisfaction of Cadent 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 afford to Cadent to its satisfaction (taking into account paragraph 102(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 does 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.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3), have been afforded to Cadent to its satisfaction, then 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

102.—(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 may be referred to arbitration in accordance with paragraph 109 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

103.—(1) Not less than 56 days (or such time period as may be agreed in writing between Cadent and the undertaker) 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 submitted to Cadent under sub-paragraph (1) must include a method statement which describes—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(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 reasonably conditions for any purpose mentioned in sub-paragraph (5); and

(b) must not be unreasonably withheld or delayed; and

(c) Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) For the purposes of sub-paragraph 103(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 interference with or risk of damage to its apparatus; or

(b) prevent access to its apparatus at any time.

(6) In relation to any specified works to which sub-paragraph (1) applies, 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) Specified works 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 is entitled to watch and inspect the execution of those works.

(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.

(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 (7) to (9) apply as if the removal of the apparatus has been required by the undertaker under paragraph 101(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 in writing by Cadent and the undertaker) 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 development (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 104.

(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 the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.

(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.

Expenses

104.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably anticipated or 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 development including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the 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 100(3) if it elects to do so; 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 (including any protective works pursuant to article 19 (protective works to buildings), plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works if required;

(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) any watching brief pursuant to sub-paragraph 103(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,

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 108 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) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to 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.

(6) Where anticipated charges, costs or expenses have been paid by the undertaker pursuant to sub-paragraph (1), if the actual charges, costs or expenses incurred by Cadent are less than the

amount already paid by the undertaker, Cadent will repay the difference to the undertaker as soon as reasonable practicable

Indemnity

105.—(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 development (including works carried out under article 19 (protective works to buildings)) 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 development) 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 properly 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 negligence, omission or 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 this 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 or as otherwise agreed between the undertaker and Cadent.

(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, omission or default of Cadent, its officers, servants, contractors or agents; and

(b) any part of the authorised development carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the 2008 Act or article 36 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus, any specified works yet to be executed and not falling within this paragraph are subject to the full terms of this Part of this Schedule, including this paragraph in respect of new apparatus.

(4) Cadent 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 its 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.

Enactment and agreements

106. Except where this Part of this Schedule provides otherwise, or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule affects the provisions of

any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

107.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or Cadent requires the removal of apparatus under paragraph 100(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 102, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(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 Cadent, it must not be unreasonably withheld or delayed.

Access

108. If in consequence of any agreement reached in accordance with paragraph 99 or the powers granted under 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

109. 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 43 (arbitration).

Notices

110. Notwithstanding article ~~46~~45 (service of notices) any plans submitted to Cadent by the undertaker pursuant to sub-paragraph 102(1) must be sent via email to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com copied by email 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 the undertaker in writing.

PART 10

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

111.—(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;

"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 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 an occurrence which presents a risk of—

(a) serious flooding;

(b) serious detrimental impact on drainage; or

(c) serious harm to the environment.

"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;

"non-tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016;

"plans" includes plans, sections, elevations, drawings, specifications, programmes, proposals, calculations, method statements and descriptions;

"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;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within;

(a) 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;

(b) 16 metres of a drainage work involving a tidal main river;

(c) 8 metres of a drainage work involving a non-tidal main river;

(d) any distance of a drainage work and 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 main river 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;

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.

"tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016.

Submission and approval of plans

112.—(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 122.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) subject to sub-paragraph ~~(5)~~(5), 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)~~**Error! Reference source not found.** 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

113. Without limiting paragraph 112 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

114.—(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 Schedule

115.—(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 the 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 within the notice served.

(2) The risks specified in sub-paragraph **Error! Reference source not found.** 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 122.

Maintenance of works

116.—(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 Order limits 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 122.

(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 of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

117. 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

118. If by reason of the construction of any 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 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 alternative access must be made available as soon as reasonably practicable after the undertaker becomes 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.

Free passage of fish

119.—(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 the 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

120. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may reasonably 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.

121.—(1) The undertaker 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)—

(i) "costs" includes—

(aa) expenses and charges;

(bb) staff costs and overheads;

(cc) legal costs;

(ii) "losses" includes physical damage.

(iii) "claims" and "demands" include as applicable—

(aa) costs (within the meaning of sub-paragraph 121(2)(i) incurred in connection with any claim or demand;

(bb) any interest element of sums claimed or demanded;

(iv) "liabilities" includes—

(aa) contractual liabilities;

(bb) tortious liabilities (including liabilities for negligence or nuisance);

(cc) liabilities to pay statutory compensation or for breach of statutory duty;

(dd) 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

122. 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 43 (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 the 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 11

FOR THE PROTECTION OF NORTHERN POWERGRID (YORKSHIRE) PLC

123. For the protection of Northern Powergrid (Yorkshire) Plc the following provisions have effect, unless otherwise agreed in writing between the undertaker and Northern Powergrid.

124. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable Northern Powergrid to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means apparatus (as defined in article 2 (interpretation) of the Order), belonging to or maintained by Northern Powergrid and includes any structure in which apparatus is or is to be lodged or which gives or will give access to Northern Powergrid to such apparatus;

"functions" includes powers and duties;

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

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed and must include any measures proposed by the undertaker to ensure the grant of sufficient land or rights in land necessary to mitigate the impacts of the works on the apparatus or Northern Powergrid's undertaking within the Order Limits; and

"Northern Powergrid" means Northern Powergrid (Yorkshire) Plc (Company number 04112320) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle Upon Tyne, NE1 6AF.

125. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Northern Powergrid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

126. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article ~~11~~12 (temporary prohibition or restriction of the use of streets and public rights of way), the undertaker must not prevent Northern Powergrid from taking 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 may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

127. Regardless of any provision in the Order or anything shown on the land plans or contained in the book of reference, the undertaker must not acquire any apparatus or any other interest of Northern Powergrid, override any easement or other interest of Northern Powergrid, or create any new rights over that apparatus otherwise than by agreement (such agreement not to be unreasonably withheld or delayed, having regard to Northern Powergrid's existing and known future requirements for such land or interests).

128. Regardless of any provision in the Order or anything shown on the land plans or contained in the book of reference, the undertaker must not interfere with any communications cables or equipment used by Northern Powergrid in relation to its apparatus or acquire or interfere with rights or interest supporting the use, maintenance or renewal of such equipment other than by agreement of Northern Powergrid (such agreement not to be unreasonably withheld or delayed).

129.—(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 over which access to any apparatus is enjoyed or requires that Northern Powergrid's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Northern Powergrid to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided pursuant to a completed easement to retain and subsequently maintain the apparatus being relocated or diverted and any access rights to it for the lifetime of that alternative apparatus, all to the reasonable satisfaction of Northern Powergrid in accordance with sub-paragraphs (2) to (5).

(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 Northern Powergrid 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 the Order Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Northern Powergrid 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:

(i) the undertaker must in the first instance use reasonable endeavours to acquire through voluntary negotiations all necessary land interests or rights as Northern Powergrid may reasonably require for the relocation and construction of alternative apparatus and must use reasonable endeavours to procure through voluntary negotiations all necessary rights to access and maintain Northern Powergrid's apparatus and alternative apparatus thereafter the terms of such access and maintenance to be agreed by Northern Powergrid (acting reasonably); and

(ii) in the event that the undertaker is not able to procure the necessary land interest or rights referred to in the sub-paragraph (i) Northern Powergrid must on receipt of a written notice to that effect from the undertaker and subject to paragraph 132, as soon as reasonably practicable use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for Northern Powergrid to use its compulsory purchase powers to this end;

(iii) in the event that neither the undertaker nor Northern Powergrid can acquire all necessary land interest or rights which Northern Powergrid may reasonably require for the relocation and construction of alternative apparatus pursuant to paragraph 129(3)(i) and / or (ii), the undertaker shall seek to amend the Order to include the relevant land and / or rights in the Order Land so that it can use its compulsory purchase powers under the Order (where available) for the acquisition of any such land or land rights unless otherwise agreed by arbitration under article 43 (arbitration).

(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 Northern Powergrid and the undertaker or in default of agreement settled by arbitration in accordance with article 43 ~~(arbitration)~~ of the Order.

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 43 ~~(arbitration)~~, and after the grant to Northern Powergrid 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.

130.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Northern Powergrid 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 Northern Powergrid or in default of agreement settled by arbitration in accordance with article 43 (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 the facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Northern Powergrid than those 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 Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

131.—(1) Not less than forty-eight days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under the Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 129(2), the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed and any such information as Northern Powergrid reasonably requires relating to those works.

(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 Northern Powergrid for the alteration or otherwise

for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of thirty-five days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (2) 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 ~~123~~123 to ~~131~~131 apply as if the removal of the apparatus had been required by the undertaker under paragraph (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 fourteen working 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 Northern Powergrid 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.

132.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid within fifty days of receipt of an itemised invoice or claim the reasonable expenses incurred by Northern Powergrid – 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 129(2) and 129(3) including within limitation:

(a) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

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

(c) the approval of any plans which must include the review of any such plans and

assessing and preparing a design for apparatus to address and accommodate the proposals of the undertaker where necessary pursuant to paragraph 131(1).

(d) the carrying out of protective works, plus a capitalised sum to cover the reasonable cost of adequately maintaining permanent protective works;

(e) 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) Where any payment falls due pursuant to sub-paragraph (1), Northern Powergrid must:

(a) provide an itemised invoice or reasonable expenses claim to the undertaker;

(b) provide “reminder letters” to the undertaker for payment to be made within the 50 days on the following days after the invoice or reasonable expenses claim to the undertaker:

(i) 15 days (‘reminder letter 1’)

(ii) 29 days (‘reminder letter 2’)

(iii) 43 days (‘reminder letter 3’)

(c) be entitled to commence debt proceedings to recover any unpaid itemised invoice or reasonable expenses claim after fifty one days from receipt of the same where payment has not been made.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of a 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 43 (arbitration) of this Order 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 would be payable to Northern Powergrid by virtue of sub-paragraph (1) is to be reduced by the amount of that excess save where it is not possible on account of reasonable project time limits communicated in a reasonable timeframe to the undertaker or supply issues to obtain the existing type of operations, capacity, dimensions or place at the existing depth.

(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 where such extension is required in consequence of the execution of any such works as are referred to in paragraph 129(2); 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.

133.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, use, maintenance or failure of any of the works referred to in paragraph 129(2) 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 it) in the course of carrying out such works, including without limitation works carried out by the undertaker under 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 those works) or property of Northern Powergrid or there is any interruption in any service provided by Northern Powergrid, or Northern Powergrid becomes liable to pay any amount to a third party the undertaker must—

(a) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and

(b) indemnify Northern Powergrid for other reasonable expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Northern Powergrid, 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—

(a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Northern Powergrid, its officers, employees, servants, contractors or agents; or

(b) any authorised development and/or other works authorised by this Part of this Schedule carried out by Northern Powergrid 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 36 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus") any works yet to be executed by the undertaker and not falling within this paragraph will be subject to the full terms of this Part of this Schedule including this paragraph in respect of such new apparatus.

(3) Northern Powergrid 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 which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Northern Powergrid 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 133 applies. If requested to do so by the undertaker, Northern Powergrid must provide an

explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 133 for claims reasonably incurred by Northern Powergrid.

(5) Subject to sub-paragraph (3) and (4), the fact that any act or thing may have been done by Northern Powergrid on behalf of the undertaker or in accordance with a plan approved by Northern Powergrid or in accordance with any requirement of Northern Powergrid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (2) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (5) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skillful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and Northern Powergrid.

134. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Northern Powergrid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which the Order is made.

135. Any difference under the provisions of this Part of this Schedule, unless otherwise agreed, is to be referred to and settled by arbitration in accordance with article 43 (arbitration).

136. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 129 or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 131, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid's apparatus taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use reasonable endeavours to cooperate with each other for these purposes.

137. The plans submitted to Northern Powergrid by the undertaker pursuant to this Part of this Schedule must be sent to Northern Powergrid at property@nothernpowergrid.com or such other address as Northern Powergrid may from time to time appoint instead for that purpose and notify the undertaker in writing.

138. Prior to carrying out any works within the Order limits, Northern Powergrid must give written notice of the proposed works to the undertaker, such notice to include full details of the location of the proposed works, their anticipated duration, access arrangements, depths of the works, and any other information that may impact upon the works consented by the Order.

139. Where practicable the undertaker and Northern Powergrid will make reasonable efforts to liaise and co-operate in respect of information that is relevant to the safe and efficient construction operation and maintenance of the authorised development. Such liaison shall be carried out where any works are:

(a) within 15m of any above ground apparatus; or

(b) within 15m of any apparatus and are to a depth of between 0 to 4m below ground level.

PART 12

FOR THE PROTECTION OF RAILWAY INTERESTS

140. 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 154 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph..

141. 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 licencee 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 ~~[X] (maintenance of~~5 (power to maintain the authorised development) in respect of such works.~~—~~ 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.

142.—(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.

143. The undertaker must not exercise the powers conferred by—

(a) article 3 (development consent etc. granted by this Order);

(b) article 5 (power to maintain the authorised development);

(c) article ~~17~~18 (discharge of water);

(d) article 20 (authority to survey and investigate the land);

(e) article 21 (compulsory acquisition of land);

(f) article 23 (compulsory acquisition of rights);

(g) article 26 (acquisition of subsoil only);

(h) article 27 (power to override easements and other rights);

(i) article 30 (temporary use of land for constructing the authorised development);

(j) article 31 (temporary use of land for maintaining the authorised development);

(k) article 32 (statutory undertakers);

(l) article 24 (private rights);

(m) article 39 (felling or lopping of trees and removal of hedgerows);

(n) article 40 (trees subject to tree preservation orders);

(o) the powers conferred by section 11(3) (power of entry) of the Compulsory Purchase Act 1965;

(p) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;

(q) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

(r) any powers under 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 32 (statutory undertakers), article 27 (power to override easements and other rights) or article 24 (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.

144.—(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.

145.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 144(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 144;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

146. 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.

147. 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.

148.—(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 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 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 144(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 149(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.

149. 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 144(3) or in constructing any protective works under the provisions of paragraph 144(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.

150.—(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 144(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 144(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 144(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 145.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 154(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 149(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 43 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

151. 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.

152. 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.

153. 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.

154.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 42 (no double recovery)) 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

(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.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, 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 subparagraph (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.

155. 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 154) 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).

156. 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.

157. 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.

158. 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.

159. 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 36 (consent to transfer the benefit of the 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.

160. 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 41 (certification of plans and documents etc.), provide a set of those plans to Network Rail in a format specified by Network Rail.

161. Any dispute arising under this Part of this Schedule (except for those disputes referred to in paragraph 150) the provisions of article 43 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

PART 13

FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

162. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

163. 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

(e) 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;

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

On street apparatus

164. 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. [Only for use where the undertaker has powers under part 3 of the New Roads and Street Works Act 1991].

Apparatus in streets subject to temporary prohibitions or restrictions

165. Regardless of the temporary diversion or restriction on any highway under the powers conferred by article ~~11~~12 (temporary prohibition or restriction of the use of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such diverted or restricted highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary to enable it to maintain any apparatus which at the time of the diversion or restriction was in that highway.

Protective works to buildings

166. The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of apparatus

167. 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

168.—(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 169.

(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 an undertaker 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 43 (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 43, 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 unless these works are to be carried out by the undertaker in accordance with sub-paragraph (6).

(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

169.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility 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 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 43 (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 Regulations 2010 or other legislation.

Retained apparatus

170.—(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 168(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, paragraphs (1) to (3) and (6) to (7) apply as if the removal of the apparatus had been required by the undertaker under paragraph 168(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 (3) in so far as is reasonably practicable in the circumstances, using 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) 7 metres where the diameter of the pipe is 400mm or greater.

Expenses and costs

171.—(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 place of apparatus of that type or capacity or of those dimensions or the place 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 43 (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 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.

172.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 166 or 168(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, accompanied by an invoice or claim from 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 the undertaker,

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)(3) 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 unlawful or unreasonable 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

173. 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 168(2) or

Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 170, the undertaker must use all 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 all reasonable endeavours to co-operate with the undertaker for that purpose.

174. 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.

175. 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.

176. 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.

PART 14

FOR THE PROTECTION OF UNIPER

177. For the protection of Uniper as referred to in this Part of this Schedule, the following provisions will, unless otherwise agreed in writing between the undertaker and Uniper, have effect.

178. 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 (ii) "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means a third party liability insurance effected and maintained by the undertaker or its contractor with a limit of indemnity of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by Uniper, whether arising pursuant to the undertaker or any person on its behalf. Such insurance must be maintained for the construction and operational period of the authorised development which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an "acceptable credit provider" (including any replacement insurance pursuant to subparagraph 186(6)), such policy must include (but without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of Uniper; and

(b) contractors' pollution liability for third party property damage and third party bodily damage arising from pollution, contamination or environmental harm with cover of £10,000,000 (ten million pounds) per event or £20,000,000 (twenty million pounds) in aggregate;

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of Uniper to cover the undertaker's liability to Uniper to a cap of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty five million pounds) (in a form reasonably satisfactory to Uniper and where required by Uniper, 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) including any replacement parent company pursuant to subparagraph 186(6)); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of Uniper to cover the undertaker's liability to Uniper for an amount of not less than £10,000,000 (ten

million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty-five million pounds) (in a form reasonably satisfactory to Uniper) which includes any replacement bank bond or letter of credit pursuant to subparagraph 186(6));

"alternative apparatus" means alternative apparatus to the satisfaction of Uniper to enable Uniper to fulfil its functions in a manner no less efficient than previously;

"apparatus" means—

(a) any fixed and moveable items, which forms, or may form, part of Uniper's system, including cavities, chambers, pipelines, valves, ventilators, pumps, compressors, pumping or compression systems, control systems and any associated cables (including high voltage, low voltage and datacoms) and any equipment in which electrical conductors are used, supported, or otherwise form, or may form, part of the system, cathodic protection systems, roads, compounds and equipment owned by Uniper; or

(b) any other equipment or apparatus belonging to or maintained by Uniper or apparatus and such other equipment or apparatus constructed that becomes operational for the purposes of Uniper's functions including any structure in which equipment or apparatus is, or will be, lodged or which gives, or will give, access to apparatus; or

(c) any replacement equipment or apparatus as required or determined by Uniper;

"as-built" records" means each as-built record or document prepared by the undertaker or delivered to the undertaker by its subcontractors or any other person carrying out the specified works;

"authorised development" has the same meaning as in article ~~2~~9(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 Part of this Schedule;

"commence" has the same meaning as in article ~~2~~9(1) of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement include operations consisting of ecological or archaeological investigations, investigations for the purpose of assessing and monitoring ground conditions and levels (including drilling and making trial or bore holes), remedial work in respect of any pollution, contamination or other adverse ground conditions, erection of any temporary means of enclosure, receipt and erection of construction plant and equipment;, diversion and laying of underground apparatus (including cables) and site clearance (including removal of vegetation) or any other activities being undertaken under, over, across, along or upon the apparatus or alternative apparatus in land;

"confidential information" means information exchanged during the negotiation or performance of this Part of this Schedule, which is identified in writing by the furnishing party as being confidential at the time of disclosure to the other party;

"deed of consent" means a deed of consent, crossing or proximity agreement, deed of easement, deed of variation or new deed of grant agreed between the parties;

"emergency works" has the meaning given to it in section 52 of the 1991 Act;

"good industry practice" means exercising the degree of skill, diligence, prudence, foresight and care reasonably expected of a skilled and experienced solar developer, which includes obtaining all necessary permits and compliance with any safety rules;

"functions" includes powers and duties;

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

"including" or "include" are to be construed without limitation, and such general words are not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and references to "such as" or "for example" must be construed accordingly;

"insolvency related event" means, in respect of any person, any step, process, application, filing in court, order, proceeding, notice or appointment is taken or made by or in respect of such

person in relation to the Banking Act 2009 special resolution regime or for a moratorium, composition, compromise or arrangement with creditors, administration, liquidation (other than for the purposes of amalgamation or reconstruction), dissolution, receivership (administrative or otherwise), distress (or the taking control of goods procedure set out in the Tribunals, Courts and Enforcement Act 2007) or execution in any jurisdiction or such person becomes insolvent or is unable or is deemed unable to pay its debts, suspends making payments on its debts, as they fall due in accordance with the law of any application jurisdiction;

"maintain" and "maintenance" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Uniper including retain, lay, construct, use, maintain, repair, protect, access, alter, inspect, renew, replace, enlarge, decommission or remove the apparatus or alternative apparatus;

"Order" means the Tillbridge Solar Order 202[*];

"parent company" means—

(a) a parent company of the undertaker acceptable to and which must have been approved by Uniper acting reasonably; or

(b) where a parent company is subject to an insolvency related event, a replacement parent company approved by Uniper acting reasonably;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and mitigation measures (including but not limited to integrity reports), earthing philosophies, proposed land and road crossings and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"representative" means Uniper's directors, officers, employees, agents, consultants and advisers;

"specified works" means any of the authorised development or activities undertaken in association with the authorised development which—

(a) will or may be situated over, under, across, along, upon or within 15 metres measured in any direction of any apparatus, excluding any high pressure pipelines to which paragraph b) below shall apply;

(b) will or may be situated over, under, across, along, upon or within 50 metres measured in any direction of any high pressure pipeline; or

(c) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 184 or otherwise.

"undertaker" has the same meaning as in article 9(1) of the Order; and

"Uniper" means Uniper UK Limited incorporated in England with company number 2796628 and whose registered office is at Compton House 2300 The Crescent, Birmingham Business Park, Birmingham, England, B37 7YE.

179. Except for paragraphs 180 (apparatus of Uniper in ~~stopped up~~ streets~~), 183~~ and public rights of way), 183 (retained apparatus), 184 (removal or replacement of apparatus), 185 (expenses) and 186 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Uniper, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Uniper are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of Uniper in streets and public rights of way

180. Regardless of the temporary alteration, diversion or restriction of use of any highway under the powers of article ~~11~~12 (temporary prohibition or restriction of the use of streets and public rights of way), Uniper will be at liberty at all times to take all necessary access across any such highway and to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary alteration, diversion or restriction of

use in respect of any apparatus which at the time of the alteration, diversion or restriction of use was in that highway.

Protective works to buildings

181. The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers in accordance with paragraph 183 of this Part of this Schedule, so as not to obstruct or render less convenient the access to any apparatus or alternative apparatus.

Acquisition of land

182. 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.

Retained apparatus

183.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Uniper at the address stated in paragraph 191, a plan in respect of those works.

(1) The plan to be submitted to Uniper under sub-paragraph **Error! Reference source not found.** must include all comprehensive risk assessments (including any quantitative risk assessments) and any method statement describing—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any changes to the land drainage systems, temporary crossing designs, traffic management plans, health and safety management plans, emergency response plans, planned changes or rerouting of any assets and their corresponding design codes, earth schedules and earthing risk assessments;

(g) any recommendations or mitigation measures to avoid interference with, or loss or damage to the apparatus (including damage caused by passing over the apparatus by heavy construction machinery) and related remedies should such mitigation measures fail;

(h) any intended maintenance regimes; and

(i) a programme of the works, including any proposed start dates and the anticipated duration of the works.

(2) The undertaker must not commence any works to which sub-paragraphs **Error! Reference source not found.** and (1) apply until Uniper has given written approval of the plan so submitted and the undertaker and Uniper have used reasonable endeavours to carry out a joint site walk in the period 4 weeks before commencement of the works. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by Uniper, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

(3) Any approval of Uniper required under sub-paragraph (2)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (4) or (7); and

(b) must not be unreasonably withheld or delayed.

(4) In relation to any work to which sub-paragraphs **Error! Reference source not found.** or (1) apply, the undertaker will provide any additional information or documentation as reasonably

requested by Uniper and Uniper may require modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(5) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph **Error! Reference source not found.** and (1) or as relevant sub-paragraph (3) and (4), as approved or as amended from time to time by agreement between the undertaker and Uniper and in accordance with all conditions imposed under sub-paragraph 183(3)(a) by Uniper for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Uniper (or its representative) will be entitled to attend any meetings related to the specified works and watch, monitor and inspect the execution of those works.

(6) If, during the carrying out of the authorised development, any aspect of the works pose a risk of interference with or loss or damage to the apparatus, the undertaker will immediately notify Uniper, in writing and submit a revised plan in respect of the affected works to Uniper for approval, and the provisions of this paragraph 183 (retained apparatus) will apply to, and in respect of, the revised plan. If Uniper (or its representative) identifies a potential risk of interference with or loss or damage to the apparatus while watching, monitoring or inspecting the specified works, then Uniper (or its representative) may request suspension of such works. The undertaker will then submit a revised plan in respect of the affected works to Uniper for approval, and the provisions of this paragraph ~~183 (retained apparatus)~~183 will apply to, and in respect of, the revised plan. Uniper's (or its representative's) failure or delay in exercising this right, or the undertaker's failure to suspend the specified works upon request by Uniper (or its representative), will not relieve the undertaker of its responsibility for any interference with, loss of, or damage to the apparatus.

(7) Where Uniper 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 Uniper's satisfaction (acting reasonably) prior to the commencement.

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(9) The undertaker will not be required to comply with sub-paragraph **Error! Reference source not found.** where it needs to carry out emergency works, provided that—

(a) in respect of danger to persons it must give to Uniper notice as soon as is reasonably practicable by calling Uniper's emergency telephone line on 0800 389 4795 or such other telephone number notified by Uniper to the undertaker in writing; and

(b) in respect of danger to property it shall notify Uniper in accordance with subparagraph 183(9)(a) above, before any emergency works are commenced by or on behalf of the undertaker, and, in each case, as soon as is reasonably practicable give to Uniper a plan of those works and must—

(i) comply with sub-paragraphs (4), (5), (6) and (7) insofar as is reasonably practicable in the circumstances; and

(ii) comply with sub-paragraph (10) at all times.

(10) At all times when carrying out any works authorised under the Order the undertaker must comply with, and use reasonable endeavours to procure compliance by any party acting on its behalf with, all applicable law and good industry practice. The undertaker must procure that any party carrying out any works on the land on its behalf has knowledge of the apparatus, its location (including as illustrated by a site map) and procure that the obligations contained in this Part of this Schedule are adhered to by such parties working on the land on its behalf.

(11) The undertaker must prepare, and keep up-to-date, a complete set of red-lined "as-built" records of the execution of the specified works, showing the exact as-built locations, sizes and details of such works as executed. The undertaker must submit to Uniper, no later than twenty (20) business days after the completion of the specified works, all "as-built" records. Uniper may specify the number of copies of any "as built" records acting reasonably.

Removal or replacement of apparatus

184.—(1) The undertaker is not permitted to remove, move or replace any apparatus in land without the prior written consent of Uniper (such consent not to be unreasonably withheld or delayed).

(2) If, in the exercise of the powers conferred by the Order, the undertaker has exercised its compulsory purchase powers to acquire any interest in or possesses temporarily any Order land in which any apparatus is placed and has the power to move, replace or remove that apparatus, it must not do so under this Part of this Schedule and any right of Uniper 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 Uniper in accordance with sub-paragraphs (3) to (6) inclusive.

(3) If, for the purpose of executing any specified works in, on, under or over any land held, appropriated or used under this Order pursuant to exercising its compulsory purchase powers the undertaker requires the replacement or removal of any apparatus placed in that land it must give to Uniper no less than 56 days advance written notice of that requirement, together with a plan of the work proposed, and where applicable, the proposed replacement apparatus or the position of any alternative apparatus to be provided or constructed and in that case provided that where:

(a) the undertaker requires the replacement of any apparatus placed in that land, it must be replaced with identical apparatus, provided that if identical apparatus is not available, it must be either—

(i) replaced with apparatus on a similar or equivalent basis (i.e. like-for-like basis); or

(ii) where it cannot be replaced on a similar or equivalent basis, then it must be replaced with enhanced apparatus. For the avoidance of doubt, no apparatus will be replaced with anything less advanced than the apparatus being replaced.

(b) the undertaker requires the removal of any apparatus placed in that land (or if in consequence of the exercise of any of the powers conferred by this Order Uniper reasonably needs to remove any of its apparatus) Uniper must, subject to sub-paragraph (4), secure any necessary consents for the alternative apparatus and afford to Uniper to its satisfaction the necessary facilities and rights for the construction of alternative apparatus in other land of or land secured by Uniper and subsequently for the maintenance of that apparatus, and prior to any removal or any replacement of the apparatus pursuant to this paragraph 8, the parties must agree the value attributable to such apparatus or alternative apparatus, prior to any replacement or removal. If such value cannot be agreed between the parties, such value will be determined in accordance with paragraph 190 (arbitration).

(4) 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 (3), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the undertaker must take all steps required in the circumstances to assist Uniper to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(5) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the undertaker and Uniper.

(6) Uniper must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written agreement having been entered into between the parties and the grant to Uniper of any such facilities and rights as are referred to in sub-paragraph (3) or (4), 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.

Expenses

185.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Uniper within 30 days of receipt of an invoice, all charges, costs and expenses reasonably anticipated or incurred by Uniper in, or in connection with, the inspection, removal, relaying or replacing,

alteration, repair, remediation or restoration of or protection of any apparatus or alternative apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any powers conferred on the undertaker, pursuant to the Order (including in the execution of any authorised development as is referred to in this Part of this Schedule) including without limitation—

(a) in connection with the cost of the carrying out of any assessment of Uniper's apparatus under Pipelines Safety Regulations 1996 and Gas Safety (Management) Regulations 1996 reasonably necessary as a consequence of the authorised development;

(b) implementing any mitigation measures required as a result of any assessment referred to in sub-paragraph (a) reasonably necessary as a consequence of the authorised development;

(c) the approval of plans;

(d) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and

(e) 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) For the purposes of calculating the sums payable pursuant to sub-paragraph **Error! Reference source not found.** above, in the case of the replacement or removal of apparatus, the following applies—

(a) where apparatus is removed under the provisions of this Part of this Schedule and which will not re-used as part of the apparatus or alternative apparatus, there will be excluded from any sum payable under sub-paragraph **Error! Reference source not found.** the value of the apparatus being removed; and

(b) subject to sub-paragraph 184(3)(a), when replacing existing apparatus, there will be deducted from any sum payable under sub-paragraph **Error! Reference source not found.** the value of that apparatus being removed under the provisions of this Part of this Schedule and which is not re-used as part of the apparatus or alternative apparatus, except that the value of any apparatus or alternative apparatus used to replace the apparatus being removed will be included in the sum payable under sub-paragraph **Error! Reference source not found.**, such value being agreed between the parties (or as determined in accordance with paragraph 190 (arbitration) prior to any removal or replacement of the apparatus, provided that, in each case, all charges, costs and expenses reasonably incurred, or reasonably anticipated to be incurred, by Uniper in, or in connection with the works required for the removal or replacement of such apparatus will be included in the sum payable under sub-paragraph **Error! Reference source not found.**.

(3) If, in accordance with sub-paragraph (2) of this Part of this Schedule, any existing apparatus is replaced with enhanced apparatus where the undertaker's consent has not been obtained by Uniper (or where disputed in accordance with paragraph 190 (arbitration), decided not to be necessary), then, if the construction expenses for this replacement surpass the construction expenses that would have been paid for similar or equivalent apparatus then any excess costs will be borne by Uniper, except that where it is not possible in the circumstances to obtain similar or equivalent apparatus, full costs will be payable by the undertaker.

(4) Any amount which apart from this sub-paragraph would be payable to Uniper in respect of works by virtue of sub-paragraph **Error! Reference source not found.** 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 Uniper 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

186.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the authorised development or in consequence of the use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by them) 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 loss or damage is caused to any apparatus, alternative apparatus or property of Uniper, or there is any interruption in any services provided, or in the supply of any goods, or in the use of the apparatus or alternative apparatus (as applicable) by Uniper, the undertaker must—

(a) bear and pay the costs reasonably and properly incurred by Uniper in making good such loss or damage or in restoring the supply or its use;

(b) make compensation to Uniper for any other expenses, loss, damages, penalty or costs incurred by Uniper, by reason or in consequence of any such loss, damage or interruption; and

(c) indemnify Uniper for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Uniper, by reason or in consequence of any such damage or interruption or Uniper becoming liable to any third party (an "Indemnity Claim").

(2) Nothing in sub-paragraph **Error! Reference source not found.** imposes any liability on the undertaker with respect to—

(a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Uniper or its representatives; or

(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption which is not reasonably foreseeable.

(3) Uniper must give the undertaker reasonable notice of an Indemnity Claim and no settlement or compromise is to be made that is prejudicial to the undertaker without the consent of the undertaker (not to be unreasonably withheld) which, if it withholds such consent, it will assume the sole conduct of the Indemnity Claim, provided that if the undertaker does not assume the sole conduct of the Indemnity Claim within 30 days of the Indemnity Claim being notified to it, Uniper, or a person designated by Uniper, may conduct the Indemnity Claim in such manner as it may deem appropriate and the undertaker will indemnify Uniper for any costs and expenses incurred in connection with defending any such Indemnity Claim.

(4) The undertaker will give assistance to Uniper, as requested, in connection with an Indemnity Claim (including circumstances where Uniper reasonably believes may give rise to an action, claim or demand by a third party).

(5) The undertaker undertakes not to commence construction (and not to permit the commencement of such construction) of the authorised development on any land owned by Uniper or in respect of which Uniper has an easement, wayleave or lease for its apparatus or any other interest or to carry out any works within 15 metres of Uniper's apparatus (except in respect of any high pressure pipelines) or within 50 metres of Uniper's high pressure pipelines until the following conditions are satisfied—

(a) unless and until Uniper 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 development from the proposed date of commencement of construction the authorised development) and Uniper has confirmed the same to the undertaker in writing; and

(b) unless and until Uniper is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to Uniper that it will maintain such acceptable insurance for the construction period of the authorised development from the proposed date of commencement of construction of the authorised development) and Uniper has confirmed the same in writing to the undertaker.

(6) The undertaker agrees that if, at any time, the acceptable security or acceptable insurance expires or terminates, ceases to fulfil the criteria of acceptable security or acceptable insurance, ceases to be in full force and effect or becomes invalid or unenforceable for the purpose of this Part

of this Schedule or an insolvency-related event occurs in respect of the undertaker, then the relevant security or insurance will no longer constitute acceptable security or acceptable insurance and will promptly be replaced by the undertaker with alternative acceptable security or acceptable insurance as approved by the undertaker, to the extent any acceptable insurance and acceptable security is still required under this Part of this Schedule.

(7) In the event that the undertaker fails to comply with sub-paragraph (4) nothing in this Part of this Schedule will prevent Uniper from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

(8) Uniper 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 Uniper'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 Uniper's control and if reasonably requested to do so by the undertaker Uniper must provide an explanation of how the claim has been minimised, where relevant.

Co-operation

187.—(1) Where in consequence of the proposed construction of any of the authorised development, Uniper makes requirements for the protection or alteration of apparatus under paragraphs 183(4) or 183(6), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe, efficient and economic operation of Uniper's apparatus and Uniper must use its best endeavours to co¬operate with the undertaker for that purpose.

(1) For the avoidance of doubt whenever Uniper's consent, agreement or approval to is required in relation to plans, documents or other information submitted by Uniper or the taking of action by Uniper, it must not be unreasonably withheld or delayed.

Access

188. If in consequence of the agreement reached in accordance with paragraph 180 of this Part or otherwise as granted by this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Uniper (or representative) in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Uniper (or its representative) to maintain or use the apparatus no less effectively than was possible before such obstruction. For the avoidance of doubt, Uniper (or its representative) will be entitled to access its apparatus in the land at all times.

Confidentiality

189.—(1) Each party must treat any confidential information as private and confidential. The party in receipt of any confidential information from the other party may not use it for a purpose other than for the performance of its obligations under this Part of this Schedule and must not disclose confidential information received from the other party to any person, provided that a party may disclose confidential information to any of its directors, other officers, employees, contractors, customers, affiliates, insurers, funders, advisers or consultants to the extent that disclosure is reasonably necessary for the purposes of this Part of this Schedule.

(2) Sub-paragraph ~~189(1)~~**Error! Reference source not found.** does not apply to Confidential Information—

(a) which is at the date of commencement, or at any time after that date becomes, publicly known other than by breach of sub-paragraph ~~189(1)~~**Error! Reference source not found.**;

(b) which was known by the receiving party before disclosure by the other party to the receiving party, provided that such confidential information was lawfully obtained; or

(c) to the extent disclosure of the confidential information is required by laws, the instructions of a competent governmental authority or such competent authority acting on behalf of such governmental authority, or the rules of a relevant and recognised stock exchange.

Arbitration

190. Any difference or dispute arising between the undertaker and Uniper under this Part of this Schedule must be determined by arbitration in accordance with article 43 (arbitration) unless otherwise agreed between the Parties acting reasonably.

Notices

191. Any notice, statement, request, plan or any other written communication (including the plan to be provided at paragraph **Error! Reference source not found.** to be given or made in respect of this Part of this Schedule by the undertaker must be given or made in writing to the address stated below or such other address as Uniper may have notified to the undertaker from time to time:

Name-Uniper Pipelines Team

Address-Pipelines Office, Uniper Killingholme Power Station, Chase Hill Road, Killingholme, North Lincolnshire, DN40 3LU

Contact - Lead Pipeline Engineer

PART 15

FOR THE PROTECTION OF EXOLUM PIPELINE SYSTEM LTD

Application

192. For the protection of Exolum the following provisions, unless otherwise agreed in writing at any time between the undertaker and Exolum, have effect.

Interpretation

193. In this Part of this Schedule, the following terms shall have the following meanings—

"Additional Rights" means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of retained Apparatus including any restrictions on the landowner and occupiers for the protection of the retained Apparatus and to allow Exolum to perform its functions.

"Alternative Apparatus" means alternative apparatus adequate to enable Exolum to fulfil its functions as a pipeline operator in a manner not less efficient than previously.

"Alternative Rights" means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of Alternative Apparatus including any restrictions on the landowner and occupiers for the protection of the Alternative Apparatus and to allow Exolum to perform its functions.

"Apparatus" means the pipeline and storage system and any ancillary apparatus owned and/or operated by Exolum and includes:

(a) any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

(b) any ancillary works, all protective wrappings, valves, sleeves and slabs, cathodic protection units, together with ancillary cables and markers;

(c) such legal interest, and benefit of property rights and covenants as are vested in respect of these items;

and, where the context requires, includes Alternative Apparatus.

"Exolum" means Exolum Pipeline System Ltd (company registration number 09497223 whose registered office is 1st Floor 55 King William Street, London, England, EC4R 9AD) and for the purpose of enforcing the benefit of any provisions in this Schedule, any group company of Exolum Pipeline System Ltd and in all cases any successor in title.

“functions” includes powers, duties and commercial undertaking.

“in” in a context referring to Apparatus in land includes a reference to Apparatus under, over or upon land.

"Order" means the order granting development consent, made by the Secretary of State and brought into force following the Application and the Planning Act 2008.

"Parties" means the undertaker and Exolum and "Party" shall be construed accordingly.

“Plan” includes all designs, drawings, sections, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to allow Exolum to assess the Restricted Works to be executed properly and sufficiently and in particular must describe:

(a) the position of the works as proposed to be constructed or renewed;

(b) the level at which the works are proposed to be constructed or renewed;

(c) the manner of the works' construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of the affected Apparatus and/or Premises and any other apparatus belonging to another undertaker that may also be affected by the Restrictive Works;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such Apparatus;

(f) any intended maintenance regime;

(g) details of the proposed method of working and timing of execution of works; and

(h) details of vehicle access routes for construction and operational traffic.

“Premises” means land that Exolum owns, occupies or otherwise has rights to use including but not limited to storage facilities, administrative buildings and jetties.

“Protective Works” means works for the inspection and protection of Apparatus.

“Restricted Works” means any works that will or may affect any Apparatus or Premises including:

(a) all works within 15 metres measured in any direction of any Apparatus including embankment works and those that involve a physical connection or attachment to any Apparatus,

(b) the crossing of Apparatus by other utilities,

(c) the use of explosives within 400 metres of any Apparatus or Premises,

(d) piling, undertaking of a 3D seismic survey or the sinking boreholes within 30 metres of any Apparatus or Premises,

(e) all works that impose a load directly upon the Apparatus, wherever situated.

whether carried out by the undertaker or any third party in connection with the Authorised Development.

“Working Day” means any day other than a Saturday, Sunday or English bank or public holiday.

Acquisition of Apparatus

194. Regardless of any other provision in the Order or anything shown on the land plans:

(a) the undertaker must not, otherwise than by agreement with Exolum, acquire any Apparatus, Exolum's rights in respect of Apparatus or any of Exolum's interests in the Order land;

(b) where the undertaker acquires the freehold of any land in which Exolum holds an interest, the undertaker must afford to or secure for Exolum such rights in land in substitution for

any right which would be extinguished by that acquisition (the replacement rights). These replacement rights must be no less favourable than the rights to be extinguished and must be granted upon substantially the same terms and conditions as the rights to be extinguished, unless otherwise agreed between the undertaker and Exolum, and must be granted or put in place contemporaneously with the extinguishment of the right which they replace;

(c) the undertaker must not, otherwise than in accordance with this Part of this Schedule:

(i) obstruct or render less convenient the access to any Apparatus;

(ii) interfere with or affect Exolum's ability to carry out its functions as an oil pipeline operator;

(iii) require that Apparatus is relocated or diverted; or

(iv) remove or required to be removed any Apparatus;

(d) any right of Exolum to maintain, repair, renew, adjust, alter or inspect Apparatus shall not be extinguished under this Order until any necessary Alternative Apparatus has been constructed, it is in operation and the Alternative Rights have been granted, all to the reasonable satisfaction of Exolum; and

(e) any right of Exolum to access the Exolum operations must not be extinguished until necessary alternative access has been provided to Exolum's reasonable satisfaction.

195. Prior to the carrying out of any Restricted Works or any works authorised by this Order that will affect the Apparatus, and if required by Exolum, the Parties must use their reasonable endeavours to negotiate and enter into such deeds of consent (crossing consent) and (if considered necessary) variations to the existing rights upon such terms and conditions as may be agreed between Exolum and the undertaker acting reasonably and which must be no less favourable on the whole to Exolum than this Part of this Schedule, to the undertaker will use all reasonable endeavours to procure and secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such works.

196. Where the undertaker acquires land which is subject to any existing rights and the provisions of paragraph 198 do not apply, the undertaker must:

(a) retain any notice of the existing rights on the title to the relevant land when registering the undertaker’s title to such acquired land; and

(b) (where no such notice of the existing rights 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 the existing rights or other interest in relation to such acquired land; and

(c) provide up to date official entry copies to Exolum within 20 working days of receipt of such up to date official entry copies.

197. Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which Exolum has Apparatus or Premises:

(a) where reasonably necessary, Exolum may exercise its rights to access such land:

(i) in an emergency, without notice; and

(ii) in non-emergency circumstances, having first given not less than 14 days’ written notice to the undertaker in order to allow the Parties to agree the timing of their respective works during the period of temporary possession; and;

the undertaker must not remove or in any way alter Exolum's rights in such land, unless in accordance with the provisions of this Order.

Removal of Apparatus and Rights for Alternative Apparatus

198. If, having used all reasonable endeavours to implement the Authorised Development without the removal of any Apparatus:

(a) the undertaker reasonably requires the removal of any Apparatus; or

(b) Exolum reasonably requires the removal of any Apparatus;

then the relevant Party must give written notice of that requirement to the other.

199. The Parties must use their reasonable endeavours to produce a plan of the work proposed and a plan of the proposed position of the Alternative Apparatus to be provided or constructed.

200. The undertaker must afford to Exolum the necessary facilities and rights for the construction of Alternative Apparatus and subsequently the grant of Alternative Rights in accordance with paragraphs 206 to 210.

201. Any Alternative Apparatus is to be constructed in land owned by the undertaker or in land in respect of which Alternative Rights have been or are guaranteed to be granted to Exolum. The Alternative Apparatus must be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

202. After the details for the works for Alternative Apparatus to be provided or constructed have been agreed or settled in accordance with article 43 (arbitration), and after the grant to Exolum of any such facilities and rights as are referred to in paragraph 200, Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the Alternative Apparatus and subsequently to remove (or if agreed between the Parties to allow the undertaker to remove) any redundant Apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

203. The following paragraphs 204 and 205 shall only apply if:

(a) Exolum fails to comply with its obligations under paragraph 202 to remove any redundant Apparatus; and

(b) the undertaker has served notice on Exolum specifying the default; and

(c) Exolum has failed to remedy the default within 28 days.

204. In the circumstances set out in paragraph 203, if the undertaker then gives notice in writing to Exolum that it desires itself to remove the redundant Apparatus, that work, instead of being executed by Exolum, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Exolum.

205. Nothing in paragraph 204 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 3000 millimetres of the Apparatus unless that Apparatus is redundant and disconnected from Exolum's remaining system.

Facilities and Rights for Alternative Apparatus

206. Where, in accordance with the provisions of this Schedule, the undertaker affords to Exolum facilities and rights for the construction of Alternative Apparatus and the grant of Alternative Rights, 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 Exolum, and must be materially no less favourable on the whole to Exolum than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Exolum, in accordance with this Part of this Schedule or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

207. Alternative Rights must be granted before any Alternative Apparatus is brought into use.

208. The Parties agree that the undertaker must use reasonable endeavours to procure the grant of the Alternative Rights by way of a 999 year sub-soil lease, substantially in the form of Exolum's precedent from time to time as amended by written agreement between the Parties acting reasonable, or such other form of agreement as the Parties otherwise agree acting reasonably.

209. Nothing in this Part of this Schedule or contained in the Alternative Rights requires Exolum to divert or remove any Alternative Apparatus.

210. If the facilities and rights to be afforded by the Applicant 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 Exolum less favourable on the whole to Exolum 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, Exolum may refer the matter to arbitration in accordance with article 43 (arbitration).

Retained Apparatus and Alternative Apparatus: protection

211. Before commencing the execution of any Restricted Works, the undertaker must submit to Exolum a Plan of the works to be executed and any other information that Exolum may reasonably require to allow Exolum to assess the works.

212. No Restricted Works are to be commenced until the Plan to be submitted to Exolum under paragraph 211 has been approved by Exolum (acting reasonably) in writing and are to be carried out only in accordance with the details submitted under paragraph 211 and in accordance with such reasonable requirements as may be notified to the undertaker in writing in accordance with paragraph 213 by Exolum.

213. Any approval of Exolum in respect of Restricted Works may be given subject to such reasonable requirements as Exolum may require to be made for:

(a) the continuing safety and operational viability of any Apparatus and/or Premises;

(b) the requirement for Exolum to have reasonable access with or without vehicles to inspect, repair, replace, maintain and ensure the continuing safety and operation or viability of any Apparatus; and

(c) the requirement for Exolum to be entitled to watch and inspect the execution of Restricted Works to ensure the continuing safety and operational viability of any Apparatus and ensure compliance with the agreed Plan,

providing such reasonable requirements will be notified to the undertaker in writing.

214. Where reasonably required by either Party, in view of the complexity of any proposed works, timescales, phasing or costs, the Parties must with due diligence and good faith negotiate a works agreement for the carrying out of Protective Works or the installation of Alternative Apparatus.

215. If in consequence of the works notified to Exolum by the undertaker under paragraph 211, the circumstances in paragraph 198 apply, then the Parties must follow the procedure in paragraph 198 onwards.

216. Nothing in paragraphs 211 to 216 precludes the undertaker from submitting prior to the commencement of works to protect retained Apparatus or to construct Alternative Apparatus (unless otherwise agreed in writing between the undertaker and Exolum) a new Plan, instead of the Plan previously submitted, in which case the Parties must re-run the procedure from paragraph 211 onwards.

217. Where Exolum reasonably requires Protective Works, the Parties must use their reasonable endeavours to produce a plan of the work proposed and a plan of the proposed position of any physical features to be provided or constructed.

218. The undertaker must afford to Exolum the necessary facilities and rights for the construction of Protective Works and subsequently the grant of Additional Rights in accordance with paragraphs 206 to 210.

219. Any Protective Works are to be constructed in land owned by the undertaker or in land in respect of which Additional Rights have been or are guaranteed to be granted to Exolum. The Protective Works shall be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled by in accordance with article 43 (arbitration).

220. After the details for the Protective Works to be provided or constructed have been agreed or settled in accordance with article 43 (arbitration), and after the grant to Exolum of any such facilities and rights as are referred to in paragraph 200, Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the Protective Works.

Cathodic protection testing

221. Where in the reasonable opinion of Exolum or the undertaker:

(a) the Authorised Development might interfere with the cathodic protection forming part of Apparatus; or

(b) any Apparatus might interfere with the proposed or existing cathodic protection forming part of the Authorised Development;

Exolum and the undertaker must co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

222. The Parties must carry out the works and enter into such agreements as are necessary to implement the measures for providing or preserving cathodic protection.

Expenses

223. Subject to the following provisions of these paragraphs 223 to 225, the Applicant must pay to Exolum the reasonable and properly incurred costs and expenses (including reasonable staffing costs if work is carried out in-house) incurred by Exolum in, or in connection with:

(a) undertaking its obligations under this Schedule including:

(i) the installation, inspection, removal, alteration, testing or protection of any Apparatus, Alternative Apparatus and Protective Works;

(ii) the execution of any other works under this Schedule; and

(iii) the review and assessment of Plans;

(b) the watching of and inspecting the execution of the Authorised Development, any Restricted Works and any works undertaken by third parties as a result of Authorised Development (including the assessment of Plans); and

(c) imposing reasonable requirements for the protection or alteration of Apparatus affected by the Authorised Development or works as a consequence of the Authorised Development in accordance with paragraph 213;

together with any administrative costs properly and reasonably incurred by Exolum.

224. There will be no deduction from any sum payable under paragraph 223 as a result of:

(a) the placing of apparatus of a better type, greater capacity or of greater dimensions, or at a greater depth than the existing Apparatus, to the extent Exolum has acted reasonably in procuring such apparatus;

(b) the placing of apparatus in substitution of the existing Apparatus that may defer the time for renewal of the existing Apparatus in the ordinary course; or

(c) the scrap value (if any) of any Apparatus removed.

225. Upon the submission of proper and reasonable estimates of costs and expenses to be incurred by Exolum, the undertaker shall pay Exolum sufficiently in advance to enable Exolum to undertake its obligations under this Schedule in a manner that is neutral to its cash flow provided that in the

event that the costs incurred by Exolum are less than the amount paid by the undertaker pursuant to this paragraph 225 then Exolum shall, within 35 days of payment being made by Exolum for the costs anticipated in the costs and expenses estimates, repay any overpayment to the undertaker.

Damage to property and other losses

226. Subject to paragraphs 227 to 232, the undertaker shall:

(a) indemnify Exolum for all reasonably incurred loss, damage, liability, costs and expenses suffered or reasonably incurred by Exolum arising out of:

(i) the carrying out of works under this Schedule;

(ii) the carrying out of the Authorised Development;

(iii) the use or occupation of land over or in the vicinity of any Apparatus or in the vicinity of any Premises in connection with the carrying out of the Authorised Development;

(iv) any injury or damage whatsoever to any property, real or personal, including the property of Exolum; and

(v) any matters arising out of or in connection with this Order;

(b) indemnify Exolum against any claim made against, or loss suffered by, Exolum as a result of any act or omission committed by the undertaker's officers, employees, contractors or agents whilst on or in the vicinity of any Apparatus or Premises for the purposes of carrying out any activity authorised by this Order;

(c) pay to Exolum, in accordance with the provisions of this Part of this Schedule, the cost reasonably incurred by Exolum in making good any damage to the Apparatus (other than Apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising out of the carrying out of works under this Schedule and arising out of the carrying out of the Authorised Development; and

(d) pay to Exolum the cost reasonably incurred by Exolum in stopping, suspending and restoring the supply though its Apparatus in consequence of the carrying out of works under this Schedule or the carrying out of the Authorised Development;

and make reasonable compensation to Exolum for any other expenses, losses, damages, penalty or costs incurred by Exolum by reason or in consequence of any such damage or interruption including all claims by third parties.

227. Nothing in paragraph 226 imposes any liability on the undertaker with respect to 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.

228. The fact that any act or thing may have been done by Exolum on behalf of the undertaker or in accordance with a Plan approved by Exolum or in accordance with any requirement of Exolum or under its supervision shall not, subject to paragraph ~~39~~229, excuse the undertaker from liability under the provisions of paragraph 226.

229. Nothing in paragraph 226 imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the negligent act, neglect or default of Exolum, its officers, servants, contractors or agents.

230. The undertaker and Exolum shall at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense (whether indemnified or not) which either suffers in connection with this Schedule.

231. The undertaker warrants that it will use reasonable endeavours to ensure:

(a) the information it or any of its employees, agents or contractors provide to Exolum about the Plans or the Authorised Development and on which Exolum relies in the design of and carrying out of any works is accurate; and

(b) the undertaker or any of its employees, agents or contractors have exercised all the reasonable skill, care and diligence to be expected of a qualified and experienced member of their respective profession.

232. Exolum must give to the undertaker reasonable notice of any such claim or demand to which paragraph 226 applies.

Insurance

233. The undertaker must not carry out any Restricted Works unless and until Exolum has confirmed to the undertaker in writing that it is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker (or its contractor) has procured acceptable professional indemnity insurance and public liability insurance with minimum cover of £25 million per event, with respect to the carrying out of the works.

234. The undertaker shall maintain such insurance for the construction period of the Authorised Development from the proposed date of Commencement of the Authorised Development.

Co-operation and reasonableness

235. Where Apparatus is required to be protected, altered, diverted or removed under this Schedule, the undertaker must use all reasonable endeavours to co-ordinate the execution of any works under this Part of this Schedule:

(a) in the interests of safety;

(b) in the interest of the efficient and economic execution of both Exolum's works and the Authorised Development; and

(c) taking into account the need to ensure the safe and efficient operation of Apparatus and carrying out of Exolum's functions.

236. Exolum must use its reasonable endeavours to co-operate with the undertaker for the purposes outlined in paragraph 235.

237. The undertaker and Exolum will act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where any approval, consent or expression of satisfaction is required by this Part of this Schedule it shall not be unreasonably withheld or delayed.

Emergency circumstances

238. The undertaker acknowledges that Exolum provides services to His Majesty's Government, using the Apparatus, which may affect any works to be carried under this Part of this Schedule and the Authorised Development.

239. In the following circumstances, Exolum may on written notice to the undertaker immediately suspend all works that necessitate the stopping or suspending of the supply of product through any Apparatus under this Schedule and Exolum shall not be in breach of its obligations under this Schedule:

(a) circumstances in which, in the determination of the Government, there subsists a material threat to national security, or a threat or state of hostility or war or other crisis or national emergency (whether or not involving hostility or war); or

(b) circumstances in which a request has been received, and a decision to act upon such request has been taken, by the Government for assistance in relation to the occurrence or anticipated occurrence of a major accident, crisis or natural disaster; or

(c) circumstances in which a request has been received from or on behalf of NATO, the EU, the UN, the International Energy Agency (or any successor agency thereof) or the government of any other state for support or assistance pursuant to the United Kingdom's

international obligations and a decision to act upon such request has been taken by the Government; or

(d) any circumstances identified as such by the COBRA committee of the Government (or any successor committee thereof); or

(e) any situation in connection with which the Government requires fuel capacity, including where the United Kingdom is engaged in any planned or unplanned military operations within the United Kingdom or overseas.

240. The Parties agree to act in good faith and in all reasonableness to agree any revisions to any schedule, programme or costs estimate (which shall include costs of demobilising and remobilising any workforce, and any costs to protect the Apparatus "mid-works") to account for the suspension.

241. Exolum shall not be liable for any costs, expenses, losses or liabilities the undertaker incurs as a result of the suspension of any activities under paragraphs 238 to 240 or delays caused by it.

Dispute resolution

242. The undertaker and Exolum must use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Part of this Schedule in accordance with the following provisions.

243. The undertaker and Exolum must each nominate a representative who shall meet to try to resolve the matter. If the matter is not resolved at that level within ten working days of either the undertaker or Exolum requesting such a meeting (or such longer period as may be agreed between the undertaker and Exolum) the matter may at the request of either the undertaker or Exolum be referred for discussion at a meeting to be attended by a senior executive from each Party.

244. If the meeting between senior executives fails to result in a settlement within 20 working days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then, unless otherwise agreed in writing between the undertaker and Exolum, the dispute or difference will be determined by arbitration in accordance with article 43 (arbitration).

Miscellaneous

245. No failure or delay by a Party to exercise any right or remedy provided under this Part of this Schedule or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

PART 16

FOR THE PROTECTION OF EDF ENERGY

~~[Protective Provisions under negotiation].~~

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and EDF, where the benefit of this Order is transferred or granted to another person under article 36 (consent to transfer the benefit of the Order) –

(a) any agreement of the type mentioned in subparagraph **Error! Reference source not found.** has effect as if it had been made between EDF and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to EDF 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 EDF (but without prejudice to paragraph 256(3)(b).

Interpretation

247. 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 or its contractor 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 or such lower amount as approved by EDF. Such insurance shall be maintained:

(a) during the construction period of that part of the authorised development which constitutes specified works; and

(b) after the construction period of the authorised development in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation):

(i) a waiver of subrogation and an indemnity to principal clause in favour of EDF; and

(ii) 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 EDF to cover the undertaker's liability to EDF to a total liability cap of £50,000,000.00 (fifty million pounds) or such lower amount as approved by EDF (granted by an entity and in a form reasonably satisfactory to EDF and where required by EDF, 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 EDF to cover the undertaker's liability to EDF 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) or such lower amount as approved by EDF (in a form reasonably satisfactory to EDF);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of EDF to enable EDF to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any electric lines or electrical plant as defined in the Electricity Act 1989, or other apparatus as defined in article 9(1) of this Order, belonging to or maintained by EDF together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of EDF and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning in article 9(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, maintenance and decommissioning of the authorised development and construction of any works authorised by this Schedule;

"commence" and "commencement" has the same meaning as in article 9(1) of this Order, except in this Part of this Schedule it 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;

"EDF" means EDF Energy (Thermal Generation) Limited (Company Number 04267569) whose registered office is at 90 Whitfield Street, London, England, W1T 4EZ or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by EDF (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, is to require the undertaker to submit for EDF'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 EDF: construct, use, repair, alter, inspect, renew or remove (including decommission) the apparatus;

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

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by EDF acting reasonably;

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

(a) will or may be situated over, or within 20 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 252(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 252(2) or otherwise;

"undertaker" means the undertaker as defined in article 9(1) of this Order;

On Street Apparatus

248. Except for paragraphs 249, 254, 255 and 256 of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of EDF, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and EDF are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of EDF in streets and public rights of way

249.—(1) Where any street or public right of way is subject to temporary prohibition or restriction of use under the Order, if EDF has any apparatus in the street or public right of way or accessed via

that street or public right of way EDF has the same rights in respect of that apparatus as it enjoyed immediately before the prohibition or restriction of use and the undertaker must grant to EDF, or procure the granting to EDF of, legal easements reasonably satisfactory to EDF in respect of such apparatus and access to it prior to the temporary prohibition or restriction of use of any such street or public right of way but nothing in this paragraph affects any right of the undertaker or EDF to require the removal of that apparatus under paragraph 252 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 254.

(2) Notwithstanding the temporary diversion of, or restriction on, any street or public right of way under the powers of article 12 (temporary prohibition or restriction of the use of streets and public rights of way), EDF is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the diversion or restriction was in that street or public right of way.

Protective works to buildings

250. The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of EDF.

Acquisition of land

251.—(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 or entry to any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of EDF otherwise than by agreement, such agreement may not be unreasonably withheld.

(2) As a condition of an agreement between the parties in sub-paragraph **Error! Reference source not found.**, prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between EDF 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 EDF or affect the provisions of any enactment or agreement regulating the relations between EDF and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as EDF reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between EDF and the undertaker acting reasonably and which must be no less favourable on the whole to EDF unless otherwise agreed by EDF, and the undertaker will use reasonable endeavours to procure or secure (or both) 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 development.

(3) Save where otherwise agreed in writing between EDF and the undertaker, the undertaker and EDF 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 EDF or other enactments relied upon by EDF as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) As a condition of an agreement between the parties in sub-paragraph **Error! Reference source not found.** which relates to taking temporary access rights during construction over EDF's land, EDF may ensure that it retains flexibility to alter any construction routes (within the Order limits) or to limit access for certain time periods, and may require the undertaker to pay any security and maintenance costs involved in the grant of any such rights. Any such alterations or limitations under this sub-paragraph will be notified to the undertaker within 36 working days as part of any agreement or consent granted by EDF under paragraph 252 or 254 below.

(5) Any agreement or consent granted by EDF under paragraph 254 or any other paragraph of this Part of this Schedule, are not be taken to constitute agreement under sub-paragraph **Error! Reference source not found.**.

Removal of apparatus

252.—(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 EDF 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 EDF 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 EDF 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 EDF 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 EDF to its satisfaction (taking into account paragraph **Error! Reference source not found.** 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, operation and decommissioning 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, EDF 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 EDF 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 EDF and the undertaker.

(5) EDF 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 EDF 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

253.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for EDF 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 EDF and must be no less favourable on the whole to EDF than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by EDF.

(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 EDF 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 260 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to EDF as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

254.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to EDF a plan of the works to be executed and request from EDF details of the underground extent of their assets, which EDF must provide to the undertaker as soon as reasonably practicable and within 36 days of the submission of such a request.

(2) In relation to specified works the plan to be submitted to EDF under sub-paragraph **Error! Reference source not found.** must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regimes; and

(g) a ground monitoring scheme, where required.

(3) The undertaker must not commence any works to which sub-paragraph (2) applies until EDF has given written approval of the plan so submitted.

(4) Any approval of EDF required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,

(b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraph (2) applies, EDF 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.

(6) Works executed under sub-paragraph (2) must be executed in accordance with the plan, submitted under sub-paragraph **Error! Reference source not found.** or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and EDF and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by EDF for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and EDF will be entitled to watch and inspect the execution of those works.

(7) Where EDF 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 EDF's satisfaction prior to the commencement of any specified works for which protective works are required and EDF 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).

(8) If EDF in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 246 to 248 and 251 to 253 apply as if the removal of the apparatus had been required by the undertaker under paragraph 252(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph **Error! Reference source not found.** where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to EDF notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any specified works authorised under the Order, the undertaker must comply with EDF's HSEQ Requirement for Contractors (document reference DD_STND_HAS_001) and any document that replaces or supersedes it.

Expenses

255.—(1) Save where otherwise agreed in writing between EDF and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to EDF within 30 days of receipt of an itemised invoice or claim from EDF all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by EDF 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 development including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by EDF in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by EDF as a consequence of EDF;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 252(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting EDF;

(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 **Error! Reference source not found.** 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 260 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 EDF by virtue of sub-paragraph **Error! Reference source not found.** 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 EDF in respect of works by virtue of sub-paragraph **Error! Reference source not found.** 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 EDF 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.

(6) Any sums paid by the undertaker to EDF under sub-paragraph **Error! Reference source not found.** relating to anticipated costs and expenses will be returned on demand (in whole or in part as applicable) by EDF to the undertaker if not incurred.

Indemnity

256.—(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 development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under 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 development) or property of EDF, or there is any interruption in any service provided, or in the supply of any goods, by EDF, or EDF 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 EDF the cost reasonably and properly incurred by EDF in making good such damage or restoring the supply; and

(b) indemnify EDF for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from EDF, by reason or in consequence of any such damage or interruption or EDF becoming liable to any third party other than arising from any default of EDF.

(2) The fact that any act or thing may have been done by EDF on behalf of the undertaker or in accordance with a plan approved by EDF or in accordance with any requirement of EDF or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph **Error! Reference source not found.** unless EDF 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 **Error! Reference source not found.** is to impose 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 EDF, its officers, servants, contractors or agents; or

(b) any authorised development or any other works authorised by this Part of this Schedule carried out by EDF 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 36 (consent to transfer benefit of Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised development yet to be executed and not falling within this sub-section (b) will be subject to the full terms of this Part of this Schedule including this paragraph 256; or

(c) any 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) EDF 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) EDF 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) EDF 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 EDF'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 EDF's control and if reasonably requested to do so by the undertaker EDF 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 that part of the authorised development which constitutes specified works on any land owned by EDF or in respect of which EDF has an easement or wayleave for its apparatus or any other interest or to carry out any works within 20 metres of EDF's apparatus until the following conditions are satisfied:

(a) unless and until EDF is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of that part of the authorised development which constitutes specified works from the proposed date of commencement of construction of that part of the authorised development which constitutes specified works) and EDF has confirmed the same to the undertaker in writing; and

(b) unless and until EDF is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to EDF that it shall maintain such acceptable insurance for the construction period of that part of the authorised development which constitutes specified works from the proposed date of commencement of construction of that part of the authorised development which constitutes specified works) and EDF has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub-paragraph (7), nothing in this Part of this Schedule shall prevent EDF from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

257. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between EDF 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 EDF 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

258.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or EDF requires the removal of apparatus under paragraph 252(2) or EDF makes requirements for the protection or alteration of apparatus under paragraph 254, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of EDF's undertaking and EDF shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever EDF'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

259. If in consequence of the agreement reached in accordance with paragraph **Error! Reference source not found.** 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 EDF to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

260. Save for differences or disputes arising under paragraphs 252(2), 252(4), **Error! Reference source not found.** and 254 any difference or dispute arising between the undertaker and EDF under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and EDF, be determined by arbitration in accordance with article 43 (arbitration).

Notices

261. Notwithstanding article 45 (service of notices), any plans submitted to EDF by the undertaker pursuant to paragraph 254 must be submitted to EDF addressed to the company secretary and copied to the land and estates team and sent to 90 Whitfield Street, London, England, W1T 4EZ or to such other address as EDF may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 17

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

~~[Protective Provisions under negotiation].~~

Application

262.—(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 36 (consent to transfer the benefit of the Order)—

(a) any agreement of the type mentioned in sub-paragraph **Error! Reference source not found.** has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); and

(b) 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 272(3)(b)).

Interpretation

263. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

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

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

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

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

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of National Grid Electricity Transmission Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc and where required by National Grid Electricity Transmission Plc, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

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

"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 any electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Electricity Transmission Plc for the purposes of transmission, distribution 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 given to the term "authorised development" in article 9(1) of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Part of this Schedule;

"commence" and "commencement" in this Part of this Schedule will 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 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, must require the undertaker to submit for National Grid Electricity Transmission Plc 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;

"insured works" means 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;

"maintain" and "maintenance" will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc: 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 1989 Act;

"NGESO" is as defined in the STC;

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

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

"specified works" means any of the authorised works or activities undertaken in association with the authorised development 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 268(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 268(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";

"STC" means the System Operator Transmission Owner Code prepared by the electricity transmission owners and NGESO 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" is as defined in the STC; and

"undertaker" means the undertaker as defined in article 9(1) of this Order;

On Street Apparatus

264. Except for paragraphs 265, 270, 271, and 272 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 provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid Electricity Transmission Plc in streets subject to temporary prohibition or restriction of use and public rights of way

265.—(1) Where any street or public right of way is temporarily prohibited or restricted under article 12 (temporary prohibition or restriction of the use of streets and public rights of way), if National Grid Electricity Transmission Plc has any apparatus in the street or public right of way or accessed via that street or public right of way National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the temporary prohibition or restriction and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the temporary prohibition or restriction of any such street or public right of way but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 268 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 270.

(2) Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 12, National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction of use or diversion was in that street or public right of way.

Protective works to buildings

266. The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid Electricity Transmission Plc.

Acquisition of land

267.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Electricity Transmission Plc otherwise than by agreement, such agreement may not be unreasonably withheld.

(2) As a condition of an agreement between the parties in sub-paragraph **Error! Reference source not found.**, 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 the undertaker will use reasonable endeavours to procure and/or secure the consent and entering into of

such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and 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 Part of this Schedule will prevail.

(4) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 270 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph **Error! Reference source not found.**.

Removal of apparatus

268.—(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-paragraphs (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 **Error! Reference source not found.** 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 will not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to do so.

(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-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.

Facilities and rights for alternative apparatus

269.—(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, the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 276 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of National Grid Electricity Transmission Plc as electricity undertaker

270.—(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 **Error! Reference source not found.** must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regimes;

(g) an assessment of risks of rise of earth issues; and

(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 **Error! Reference source not found.** must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of load bearing capacities of trenches;

(d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;

(f) written details of the operations and maintenance regime for any cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and

(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any 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 or 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 **Error! Reference source not found.** 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 development (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 **Error! Reference source not found.** to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 268(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, 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 **Error! Reference source not found.** 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—

(a) sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid Electricity Transmission Plc's policies for development near overhead

lines EN43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

271.—(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 as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid 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 direct consequence of National Grid Electricity Transmission Plc—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 268(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; and

(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 direct 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 **Error! Reference source not found.** 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 276 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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.

(6) Where reasonably anticipated charges, costs or expenses have been paid by the undertaker pursuant to sub-paragraph **Error! Reference source not found.**, if the actual charges, costs or expenses incurred by National Grid Electricity Transmission Plc are less than the amount already paid by the undertaker, National Grid Electricity Transmission Plc will repay the difference to the undertaker as soon as reasonably practicable.

Indemnity

272.[—(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 it) 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 or National Grid Electricity Transmission Plc becoming liable to any third party and including STC claims or an incentive deduction other than arising from any negligence or 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 sub-paragraph **Error! Reference source not found.** unless National Grid Electricity Transmission Plc fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

(3) Nothing in sub-paragraph **Error! Reference source not found.** will impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the act, 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 2008 Act or article 36 (consent to transfer the 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 272(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 272; 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 its 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 development 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 unless otherwise agreed with National Grid Electricity Transmission Plc (acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same to the undertaker in writing; and

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

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

Enactments and agreements

273. 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

274.—(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 268(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 270, the undertaker will 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 will 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.

Access

275. If in consequence of the agreement reached in accordance with paragraph 267 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

276. Save for differences or disputes arising under paragraphs 268(2), 268(4), **Error! Reference source not found.**, and 270, 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 43 (arbitration).

Notices

277. Notwithstanding article 45 (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 270 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.

PART 18

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC AS ELECTRICITY UNDERTAKER

Application

278. For the protection of National Grid Electricity Distribution (East Midlands) plc the following provisions, unless otherwise agreed in writing between the undertaker and National Grid Electricity Distribution (East Midlands) plc, have effect.

Interpretation

279. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and where the context requires includes any part of such alternative apparatus;

"alternative rights" means all and any necessary legal easements, leases, consents, or permissions required by NGED in order to permit or authorise a diversion and to permit or authorise NGED to lay, keep, operate, maintain, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove the alternative apparatus;

"apparatus" means electric lines or electrical plant as defined in the 1989 Act(a), belonging to or maintained by NGED;

"diversion" means an alteration to the NGED Network in order to enable or facilitate the authorised development;

"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;

"NGED" means National Grid Electricity Distribution (East Midlands) plc (company number 02366923) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB;

"NGED Network" means NGED's distribution network operated pursuant to its distribution licence issued pursuant to section 6 of the 1989 Act;

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

"specified work" means so much of any of the authorised development that is carried out within 6 metres of any apparatus.

Precedence of 1991 Act in respect of apparatus in streets

280. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and NGED are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act. No acquisition except by agreement.

281. Regardless of any provision in this Order or anything shown on the land and crown land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

282.—(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 apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED

(a) 1989 c. 29. The definition of "electrical plant" (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c.27).

to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, alternative rights acquired or granted for the alternative apparatus and the alternative apparatus is in operation and access to it has been provided if necessary to the reasonable satisfaction of NGED in accordance with sub-paragraphs (2) to (10) or with such alternative or supplementary provisions as the undertaker and NGED may agree between them.

(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 NGED 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.

(3) If as a consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2) then NGED must give to the undertaker 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 this Part has effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).

(4) If as a consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker then the undertaker must afford to NGED the necessary facilities, alternative rights and any necessary third party consent or approvals for the construction of alternative apparatus in the other land owned or controlled by the undertaker as reasonably required by NGED.

(5) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land and alternative apparatus is to be constructed in land not owned or controlled by the undertaker as a consequence of the removal or diversion of apparatus then NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.

(6) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED may but shall not be compelled to use the powers of compulsory acquisition set out in this Order or the 1989 Act to obtain the necessary facilities and rights in the land outside the Order limits in which the alternative apparatus is to be constructed in accordance with a timetable agreed between NGED and the undertaker.

(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with paragraph 287.

(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with paragraph 287(2) and, after the acquisition by or grant to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required to be removed by the undertaker under the provisions of this Part of this Schedule.

(9) Regardless of anything in sub-paragraph (8), if the undertaker gives notice in writing to NGED 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 NGED, must be executed by the undertaker—

(a) in accordance with plans and specifications and in such line or situation agreed between the undertaker and NGED, or, in default of agreement, determined in accordance with paragraph 287(2); and

(b) without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of NGED.

(10) Nothing in sub-paragraph (9) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or alternative apparatus, or execute any filling around the apparatus or alternative apparatus (where the apparatus or alternative apparatus is laid in a trench) within 600 millimetres of the point of connection or disconnection.

Facilities and rights for alternative apparatus

283.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and NGED or in default of agreement settled in accordance with paragraph 287(2).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the expert must—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker;

(b) have regard to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted;

(c) have regard to NGED's ability to fulfil its service obligations and comply with its licence conditions; and

(d) have regard to the standard form rights NGED ordinarily secures for the type of alternative apparatus to be constructed in the circumstances similar to the authorised development.

(3) If the facilities and alternative rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and alternative rights are to be granted, are in the opinion of the expert less favourable on the whole to NGED 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 expert must make such provision for the payment of compensation by the undertaker to NGED as appears to the expert to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

284.—(1) Not less than 60 days before the undertaker intends to start the execution of any specified work where the removal of the apparatus in question has not been required under paragraph 282, the undertaker shall submit to NGED a plan of the works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3).

(2) Subject to sub-paragraph (3) below the undertaker shall not commence any works to which sub-paragraph **Error! Reference source not found.** applies until NGED has identified any reasonable requirements it has for the alteration or protection of the apparatus, or for securing access to it.

(3) If by the expiry of 60 days beginning with the date on which a plan under sub-paragraph **Error! Reference source not found.** is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the works.

(4) The works referred to in sub-paragraph **Error! Reference source not found.** must be executed only in accordance with the plan submitted under sub-paragraph **Error! Reference source not found.** and in accordance with any reasonable requirements as may be notified in accordance

with sub-paragraph (2) by NGED and NGED shall be entitled to watch and inspect the execution of those works.

(5) At all times when carrying out the authorised development the undertaker must comply with NGED's Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association's A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines (undated), the Health and Safety Executive's GS6 Avoiding Danger from Overhead Power Lines, and the Health and Safety Executive's HSG47 Avoiding Danger from Underground Services (Third Edition) (2014) as the same may be replaced from time to time.

(6) If NGED, in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal or diversion of the apparatus had been required by the undertaker under paragraph 282(3).

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 60 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.

(8) The undertaker is not required to comply with sub-paragraph **Error! Reference source not found.** in a case of emergency but in that case it must give to NGED notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with any reasonable requirements stipulated by NGED under sub-paragraph (2) and with sub-paragraphs (4) and (5) in so far as is reasonably practicable in the circumstances. Nothing in this sub-paragraph prevents NGED from exercising its rights under sub-paragraph (6).

Expenses and costs

285.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the proper and reasonable expenses incurred by NGED in, or in connection with, the inspection, removal, diversion, alteration or protection of any apparatus, the construction of any alternative apparatus and the acquisition or grant of alternative rights for the alternative apparatus, arising as a result of the powers conferred upon the undertaker pursuant to this Order.

(2) The value of any apparatus removed under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph **Error! Reference source not found.**, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule NGED requires that alternative apparatus of better type, of greater capacity, of greater dimensions or at a greater depth is necessary in substitution for existing apparatus which for NGED's network requirements is over and above what is necessary as a consequence of and for the purpose of the authorised development, NGED shall reduce the cost of such additional requirements from the amount payable by the undertaker pursuant to sub-paragraph **Error! Reference source not found.**.

(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 where such extension is required in consequence of the authorised development; and

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

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph **Error! Reference source not found.**, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

286.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those 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 NGED the undertaker is to—

(a) bear and pay the cost reasonably incurred by NGED in making good such damage or restoring the supply; and

(b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED, by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph **Error! Reference source not found.** 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 NGED, its officers, servants, contractors or agents.

(3) NGED 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 which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) NGED must act reasonably in relation to any claim or demand served under sub-paragraph (1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, claims, demands, proceedings and penalties to which a claim or demand under sub-paragraph **Error! Reference source not found.** applies.

(5) NGED's liability to the undertaker for negligence or breach of contract in respect of each diversion shall be limited to the value of that diversion and NGED shall not otherwise be liable to the undertaker for any losses or costs incurred by the undertaker resulting from delays to the authorised development as a result of its failure to undertake works to deliver any alternative apparatus.

Expert determination

287.—(1) Article 43 (arbitration) shall apply to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).

(2) Save as provided for in sub-paragraph **Error! Reference source not found.** or sub-paragraph (7) any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers or the President of the Institution of RICS or the President of the Institution of Engineering and Technology (as relevant and agreed between NGED and the undertaker, both acting reasonably and without delay).

(3) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The costs and fees of the expert and the costs of NGED and the undertaker are payable by the parties in such proportions as the expert may determine. In the absence of such determination the costs and fees of the expert are payable equally by the parties who shall each bear their own costs.

(5) The expert must—

(a) invite the parties to make submissions to the expert in writing and copied to the other party to be received by the expert within 14 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 14 days of receipt of the submissions under paragraph (b); and

(d) give reasons for the decision.

(6) The expert must consider where relevant—

(a) the development outcome sought by the undertaker;

(b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;

(c) the nature of the power sought to be exercised by the undertaker;

(d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party;

(e) NGED's service obligations and licence conditions; and

(f) any other important and relevant consideration.

(7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 43.

PART 19

FOR THE PROTECTION OF TRENT VALLEY INTERNAL DRAINAGE BOARD

288. The provisions of this Part of this Schedule have effect for the protection of Trent Valley Internal Drainage Board unless otherwise agreed in writing between the undertaker and Trent Valley Internal Drainage Board.

289. In this Part of this Schedule—

"authorised development" has the same meaning as in article 9(1) (interpretation) of this Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the operation and maintenance of the authorised development and the construction of any works authorised by this Part of this Schedule;

"construction" includes execution, placing, altering, replacing, relaying and removal, and "construct" and "constructed" is construed accordingly;

"drainage work" means any ordinary watercourse and any bank, wall, embankment or other structure, or any appliance constructed or used for land drainage or flood defence which is the responsibility of Trent Valley Internal Drainage Board;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes plans, sections, elevations, drawings, specifications and method statements;

"specified work" means so much of the authorised development 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 Trent Valley Internal Drainage Board 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.

290.—(1) Before commencing construction of a specified work, the undertaker must submit to Trent Valley Internal Drainage Board for approval plans of the specified work and such further particulars available to it as the Trent Valley Internal Drainage Board may reasonably require within 28 days of the submission of the plans.

(2) A specified work must not be constructed except in accordance with such plans as may be approved in writing by Trent Valley Internal Drainage Board or determined under paragraph 296.

(3) Any approval of Trent Valley Internal Drainage Board 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 42 days of the submission of the plans for approval, or submission of further particulars (where required by Trent Valley Internal Drainage Board under sub-paragraph **Error! Reference source not found.**) whichever is the later; and

(c) may be given subject to such reasonable requirements as Trent Valley Internal Drainage Board may make for the protection of any drainage work or for the prevention of flooding or pollution or discharge of its environmental functions.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

291. Without limiting the scope of paragraph 290, the requirements which Trent Valley Internal Drainage Board 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 work (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 by reason of any specified work; 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 beyond the level of flood risk that was assessed in the environmental statement, by reason of any specified work.

292.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by Trent Valley Internal Drainage Board under paragraph 291, 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;

(b) to the reasonable satisfaction of Trent Valley Internal Drainage Board; and

(c) an officer of Trent Valley Internal Drainage Board is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to Trent Valley Internal Drainage Board—

(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 seven days after the date on which it is brought into use.

(3) If Trent Valley Internal Drainage Board 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 Trent Valley Internal Drainage Board is constructed other than in accordance with the requirements of this Part of this Schedule, Trent Valley Internal Drainage Board 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 Trent Valley Internal Drainage Board 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 Trent Valley Internal Drainage Board.

(5) Subject to sub–paragraph (6) and paragraph 296 if, within a reasonable period, being not less than 56 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, Trent Valley Internal Drainage Board may execute the works specified in the notice and any expenditure reasonably incurred by Trent Valley Internal Drainage Board 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, Trent Valley Internal Drainage Board 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 297.

293. If by reason of the construction of a specified work and any protective work or of the failure of any of a specified work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker as soon as reasonably practicable to the reasonable satisfaction of Trent Valley Internal Drainage Board and, if the undertaker fails to do so, Trent Valley Internal Drainage Board may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

294. If by reason of construction of the specified work Trent Valley Internal Drainage Board's access to land drainage infrastructure, flood defenses or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow Trent Valley Internal Drainage Board 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.

295. The undertaker must indemnify Trent Valley Internal Drainage Board in respect of reasonable 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 Trent Valley Internal Drainage Board under this Part of this Schedule; and

(c) the carrying out of any surveys or tests by Trent Valley Internal Drainage Board which are reasonably required in connection with the construction of the specified works and any protective work.

296.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify Trent Valley Internal Drainage Board 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 Trent Valley Internal Drainage Board 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) Trent Valley Internal Drainage Board must give to the undertaker reasonable notice of any such claim or demand.

(3) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(4) Trent Valley Internal Drainage Board must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) Trent Valley Internal Drainage Board will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss to which the indemnity under sub-paragraph **Error! Reference source not found.** applies.

(6) Trent Valley Internal Drainage Board will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and is to be repaid its reasonable costs and expenses incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by Trent Valley Internal Drainage Board, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

(8) Nothing in sub-paragraph **Error! Reference source not found.** imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of Trent Valley Internal Drainage Board or the breach of a statutory duty of Trent Valley Internal Drainage Board, its officers, servants, contractors or agents.

297. Any dispute arising between the undertaker and Trent Valley Internal Drainage Board under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 43 (arbitration).

SCHEDULE 16

Article 46

~~[Schedule no longer used]~~

~~SCHEDULE 17~~ ~~Article 47~~

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

1. In this Schedule—

"requirement consultee" means any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement; and

"start date" means the date of the notification given by the Secretary of State under paragraph 4(2)(c).

Applications made under requirement

2.—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the undertaker must also submit a copy of that application to any requirement consultee.

(2) Where an application has been made to the relevant planning authority for any consent agreement or approval required by a requirement the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—

(a) the day immediately following that on which the application is received by the authority;

(b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or

(c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.

(3) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) Any application made to the relevant planning authority pursuant to sub-paragraph (2) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.

(5) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (2) and is accompanied by a report pursuant to sub-paragraph (4) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.

Further information and consultation

3.—(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant planning authority must, within 10 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must issue the consultation to the requirement consultee within five working days of receipt of the application, and must notify the undertaker in writing specifying any further information the relevant planning authority considers necessary or that is requested by the requirement consultee within five working days of receipt of such a request and in any event within 15 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).

(4) In the event that the relevant planning authority does not give notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2 and paragraph 3.

Appeals

4.—(1) The undertaker may appeal in the event that—

(a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;

(b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(5);

(c) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant planning authority is not necessary for consideration of the application; or

(d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The steps to be followed in the appeal process are as follows—

(a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 2(2), giving rise to the appeal referred to in sub-paragraph (1);

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any requirement consultee;

(c) the Secretary of State must appoint a person to determine the appeal as soon as reasonably practicable and must forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person's attention should be sent;

(d) the relevant planning authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within 10 working days of the start date 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 undertaker may make any counter-submissions to the appointed person within 10 working days of receipt of written representations pursuant to sub-paragraph (d);

(f) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (e); and

(g) the appointment of the person pursuant to sub-paragraph (c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(3) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal they must, within five working days of the appointed

person's appointment, notify the appeal parties in writing specifying the further information required.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the relevant party to the appointed person and the other appeal parties on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 working days of the specified date, but otherwise the process and time limits set out in sub-paragraphs (d) to (f) of sub-paragraph (2) apply.

(5) The appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant planning 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 them in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only 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.

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to them that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is to be final and binding on the parties, unless proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the relevant planning authority. The relevant planning 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.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the relevant planning 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 advice on planning appeals and award costs published in Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

Fees

5.—(1) Where an application is made to the relevant planning authority for a discharge, a fee is to apply and must be paid to the relevant planning authority for each application as follows—

Application	*Fee payable*
First application for the discharge of each of the requirements 5 *(Detailed design approval)*, 6 (*Battery safety management)*, 7 (*Landscape and ecological management plan)*, 8 (*Biodiversity net gain)*, 10 *(Surface and foul water drainage)*, 12 (*Construction environmental management plan*), 13 *(Operational environmental management plan)*, 14 *(Waste management*	£2,535

plan) 15 *(Construction traffic management plan)*, ~~16~~17 (*Public rights of way*), ~~18~~19 *(Soils management)*, and ~~20~~21 (*Decommissioning and restoration)*.	
Each subsequent application for the discharge of each of the requirements listed in Row 1.	£578
Any application under requirement 5 *(Detailed design approval)* in respect of the requirements listed in Row 1.	£578
Any application for the discharge of any other requirements not listed in Row 1.	£145
Any application under requirement 3 *(Approved details and amendments to them)* in respect of requirements not listed in not listed in Row 1.	£145
Any approval required by a document referred to by any requirement or a document approved pursuant to any requirement.	£145

(2) Where an application under sub-paragraph (1) is made and a fee payable on or after 1 April 2025, then section 18A of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (as amended by the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits (England) Amendment Regulations 2023) will apply as modified by this Order, so that "the relevant amount" means the fee payable under this sub paragraph (2)(a), 2(b) or 2(c) above.

(3) 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 relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) unless—

(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or

(ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(2) of this Schedule, as applicable.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Tillbridge Solar Limited (referred to in this Order as the undertaker) to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in the Order and certified in accordance with article 41 (certification of plans and documents, etc) of this Order may be inspected free of charge during working hours at [x].

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 01/04/2025 16:18:33	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: 3.1 Draft Development Consent Order (Rev 6) (Clean).doc	
Modified filename: 3.1 Draft Development Consent Order (Rev 7) - Version for Validation.doc	
Changes:	
Add	1618
~~Delete~~	394
~~Move From~~	1
Move To	1
Table Insert	1
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	2015