



**City of
Doncaster
Council**

**Planning Act 2008 (As Amended)
Infrastructure Planning (Examination Procedure)
Rules 2010**

**City of Doncaster Council's proposed Protective
Provisions for the protection of the local highway
authorities**

Project: Tween Bridge Solar Farm (EN010148)

Applicant: RWE Renewables UK Solar and Storage Limited

Unique Reference: F2CFC15A3

24th July 2026

Tween Bridge Solar Farm

Background

Paragraph 2.25 of the City of Doncaster's ("CDC") deadline 3 document, *Written summary of oral submissions made at hearings in w/c 22 June 2023* [REP3-081] states CDC would be content to agree highway protective provisions ("PPs") with the Applicant. CDC's proposed PPs are below. CDC had intended to submit these at Deadline 4 (21 July 2026); however, this was not possible. The PPs were shared with the Applicant on 24 July 2026. The PPs are based on those included for the protection of local highway authorities in the Northampton Gateway Rail Freight Interchange Order 2019 (SI 2019/1358) and the East Midlands Gateway Rail Freight Interchange and Highway Order 2016 (SI 2016/17), though amended to better suit CDC's circumstances.

Part [x] (for the protection of highway authorities) of Schedule [xx] (protective provisions)

1. Application

The provisions of this Part of this Schedule have effect and apply to CDC highway works within the administrative area of the local highway authority, unless otherwise agreed in writing between the undertaker and the local highway authority.

2. Interpretation

(1) The terms used in this Part of this Schedule are as defined in article [2] (interpretation) of this Order save where inconsistent with sub-paragraph (2) which will prevail.

(2) In this Part of this Schedule—

“as built information” means one digital copy of the following information where applicable to the phase in question—

- (a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker;
- (b) list of suppliers and materials used, test results and CCTV surveys;
- (c) product data sheets, technical specifications for all materials used;
- (d) as constructed information for any utilities discovered or moved during the works;
- (e) method statements for works carried out;
- (f) in relation to road lighting, signs and traffic signals any information re-quired by Series 1400 of the Specification for Highway Works;
- (g) plan of temporary signage indicating new road layouts;
- (h) populated post-construction inventory in a form agreed with the local highway authority;
- (i) organisation and methods manuals for all products used in the construction of the authorised development;
- (j) as constructed programme;
- (k) test results and records required by the detailed design information and during the construction phase of the project;
- (l) RSA3 and exceptions agreed; and
- (m) health and safety file;

“the bond sum” means the sum equal to 110% of all the costs of the carrying out of the phase of the CDC highway works concerned and 100% of the commuted sum relating to that phase or such other sum agreed between the undertaker and the local highway authority;

“commuted sum” means such sum as calculated for each phase as provided for in paragraph 9(2) of this Part of this Schedule and to be used to fund the future cost of maintenance of the CDC highway works and which may be required for the following infrastructure items: highway trees/ and hedgerows;

sustainable drainage, linear drainage units; traffic signals and associated equipment; highway structures; bespoke materials; grass verges and soft landscapes; street lighting equipment including any bespoke equipment; CCTV camera and associated equipment; and vehicle restraint systems;

“contractor” means any contractor or sub-contractor appointed by the undertaker to carry out the CDC highway works or any phase of the CDC highway works and approved by the local highway authority in accordance with paragraph 3(2) of this Part of this Schedule;

“detailed design information” means the following drawings, specifications and other information unless otherwise agreed between the local highway authority and the undertaker—

- (a) site clearance details;
- (b) boundary environmental and mitigation fencing;
- (c) road restraints systems and supporting Road Restraint Risk Appraisal Process assessment;
- (d) drainage and ducting, including hydraulic assessment;
- (e) earthworks including supporting geotechnical assessments;
- (f) pavement, pavement foundations, kerbs, footways and paved areas, including vertical and horizontal alignments;
- (g) traffic signs and road markings;
- (h) traffic signal equipment and associated signal phasing and timing detail;
- (j) electrical work for traffic signs and signals;
- (k) highway structures;
- (l) Stage 2 Road Safety Audit and exceptions agreed;
- (m) landscaping;
- (n) utilities diversions;
- (o) topographical survey;
- (p) identification of any land to be dedicated as highway; and
- (q) pre-construction health and safety information,
- (r) such other information as CDC considers necessary.

where relevant to the phase concerned;

“estimated costs” means the estimated costs in respect of each phase agreed pursuant to paragraphs 5(1) and (5) of this Part of this Schedule;

“the excess” means the amount by which the local highway authority estimates that the costs referred to in paragraph 5(1) of this Part of this Schedule will exceed the estimated costs;

“highway authority” means the City of Doncaster Council in its capacity as local highway authority;

"CDC highway works" means those parts of the authorised development to be carried out in the areas identified as Works Nos. [●] on the works plans, the general arrangement of which is shown on the highway plans, and any ancillary works;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the CDC highway works as notified to the local highway authority from time to time;

"phase" means [that part of the CDC highway works which is to be carried out in separate phases in the areas identified as separate works numbers on the works plans or such other phasing arrangements as shall be agreed with the local high-way authority];

"programme of works" means a document setting out the sequence and timetabling of the phase in question;

"Road Safety Audit" means an audit carried out in accordance with the Road Safe-ty Audit Standard;

"Road Safety Audit Standard" means GG 119 or any successor document;

"utilities" means any pipes, wires, cables or equipment belonging to any person or body having power or consent to undertake street works under the 1991 Act; and

"winter maintenance" means maintenance of the road surface to deal with snow and ice during the winter months.

3. Prior approvals and security

(1) No work must commence on any phase of the CDC highway works until the detailed design information and a programme of works in respect of that phase has been submitted to and approved by the local highway authority.

(2) No works must commence on any phase of the CDC highway works other than by a contractor employed by the undertaker for that phase but first approved by the local highway authority.

(3) No work must commence on any phase of the CDC highway works until the local highway authority has agreed the bond sum for that phase and the undertaker has provided security for the carrying out of those works as provided for in paragraph 8 of this Part of this Schedule or some other form of security acceptable to the local highway authority.

(4) No work must commence on any phase of the CDC highway works until the local highway authority has approved the audit brief and CVs for all Road Safety Audits and exceptions to items raised if appropriate for that phase in accordance with the Road Safety Audit Standard.

(5) No work must commence on any phase of the CDC highway works until a scheme of traffic management provisions has been agreed with the local highway authority.

(6) No work must commence on any phase of the CDC highway works until a Stage 2 Road Safety Audit has been carried out in respect of that phase and all issues raised incorporated into an amended design approved by the local highway authority or any relevant exceptions approved by the local highway authority.

(7) No works must commence on any phase of the CDC highway works until the undertaker has agreed the commuted sum for that phase with the local highway authority to be calculated in accordance with paragraph 9(2) of this Part of this Schedule.

(8) No works must commence on any phase of the CDC highway works until the undertaker has provided confirmation of ownership to the local highway authority for any land which is to be dedicated as highway following completion of the CDC highway works.

(9) No works must commence on any phase of the CDC highway works until the undertaker has obtained any necessary permits under the Traffic Management (Doncaster Borough Council) Permit Scheme Order 2019 (or any subsequent Permit Scheme Order made by the City of Doncaster Council to vary or replace that Order as may be relevant).

(10) No works must commence on any phase of the CDC highway works until the undertaker has notified the Health and Safety Executive (if required) of those works and has provided CDC with a copy of that notification and any acknowledgement from the Health and Safety Executive.

4. Carrying out of works

(1) The undertaker must prior to commencement of each phase of the CDC highway works give the local highway authority 28 days' notice in writing of the date on which that phase will start unless otherwise agreed with the local highway authority.

(2) The undertaker must comply with the local highway authority's usual road space booking procedures prior to and during the carrying out of each phase of the CDC highway works and no CDC highway works for which a road space booking is required must commence without a road space booking having first been secured.

(3) Each phase of the CDC highway works must be carried out to the satisfaction of the local highway authority in accordance with—

(a) the relevant detailed design information and a programme of works approved pursuant to paragraph 3(1) of this Part of this Schedule or as subsequently varied by agreement between the undertaker and the local highway authority;

(b) the Department for Transport's Manual for Streets, Design Manual for Roads and Bridges, Local Transport Note 1/20, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works), all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016, and any amendment to or replacement thereof for the time being in force save to the extent that they are inconsistent with the highway plans or a departure from such standards has been approved by the local highway authority;

(c) such approvals or requirements of the local highway authority that are required by the provisions of paragraph 3 of this Part of this Schedule to be in place prior to the relevant phase of the CDC highway works being undertaken; and

(d) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker as client shall ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of the local highway authority.

(4) The undertaker must permit and require the contractor to permit at all reasonable times persons authorised by the local highway authority (whose identity must have been previously notified to the undertaker by the local highway authority) to gain access to the land upon which the CDC highway works are being carried out for the purposes of inspection and supervision and the undertaker must

provide to the local highway authority contact details of the nominated persons with whom the local highway authority should liaise during the carrying out of the CDC highway works.

(5) At any time during the carrying out of the CDC highway works the nominated persons must act upon any reasonable request made by the local highway authority in relation to the carrying out of the CDC highway works as soon as practicable following such request being made to the nominated persons.

(6) If at any time the undertaker does not comply with any of the terms of this Part of this Schedule in respect of any phase of the CDC highway works having been given notice of an alleged breach and an adequate opportunity to remedy it by the local highway authority, the local highway authority, on giving the undertaker 14 days' notice in writing to that effect, is entitled to either— (a) carry out and complete that phase of the CDC highway works and any maintenance works which the undertaker would have been responsible for on the undertaker's behalf; or (b) carry out such necessary works of reinstatement of the highways and other land and premises of the local highway authority, and in either case the undertaker must within 28 days of receipt of the itemised costs pay to the local highway authority the costs so incurred by the local highway authority in undertaking this work.

(7) If at any time the undertaker, in carrying out any phase of the CDC highway works, causes any damage or disruption to the local road network not hereby authorised then the local highway authority is to give notice of such damage or disruption and allow the undertaker 14 days to remedy the problem. Should the undertaker fail to adequately remedy the problem to the satisfaction of the local highway authority, the local highway authority, on giving the undertaker 7 days' notice in writing to that effect, is entitled to carry out such necessary works deemed appropriate to remedy the damage or disruption, and the undertaker must within 28 days of receipt of the itemised costs pay to the local highway authority the costs so incurred by the local highway authority in undertaking this work.

(8) Nothing in this Part of this Schedule prevents the local highway authority from carrying out any work or taking such action as deemed appropriate, without prior notice to the undertaker, in the event of an emergency or danger to the public. The cost to the local highway authority of such work or action being chargeable to and recoverable from the undertaker if the need for such action arises from the carrying out of the CDC highway works.

(9) The undertaker, in carrying out each phase of the CDC highway works, must at its own expense divert or protect all utilities as may be necessary to enable the CDC highway works to be properly carried out, and all agreed alterations to existing services must be carried out to the reasonable satisfaction of the local highway authority.

(10) In the event that the local highway authority incurs additional costs in the winter maintenance of the highway as a result of traffic management measures regulating the phase concerned (over and above the costs that would have been incurred in the absence of the CDC highway works being carried out), the undertaker must reimburse the local highway authority those additional costs, such costs to include any administration costs incurred.

(11) The undertaker must notify the local highway authority of the intended date of opening of each phase to public traffic not less than 14 days in advance of the intended date and the undertaker must notify the local highway authority of the actual date that each phase is open to public traffic on each occasion within 14 days of that occurrence.

5. Payments

(1) The undertaker must fund the whole of the cost of the CDC highway works and all costs incidental to the CDC highway works and must also pay to the local highway authority in respect of each phase of the CDC highway works a sum equal to the whole of any costs and expenses which the local highway authority incur, including costs and expenses for using external staff and resources as well as costs and expenses of using in-house staff and resources in relation to the CDC highway works and arising out of them and their implementation, including —

- (a) the checking and approval of all design work carried out by or on behalf of the undertaker for that phase;
- (b) costs in relation to agreeing the programme of works for that phase;
- (c) the carrying out of the inspection of that phase; and
- (d) all administrative costs in relation to paragraphs (a), (b) and (c), together comprising “the estimated costs”.

(2) The undertaker must pay to the local highway authority upon demand and prior to such costs being incurred the total costs that the local highway authority believe will be properly and necessarily incurred by the local highway authority in under-taking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the CDC highway works provided that this sub-paragraph does not apply to the making of any orders which duplicate orders contained in this Order.

(3) The undertaker and the local highway authority must agree a schedule of the estimated costs to be incurred pursuant to sub-paragraph (1) in respect of each phase prior to the commencement of that phase.

(4) The undertaker must make the payments referred to in sub-paragraph (1) as follows—

- (a) the undertaker must pay a sum equal to the agreed estimated costs to the local highway authority prior to the local highway authority undertaking those tasks in respect of any phase of the CDC highway works;
- (b) if at any time or times after the payment in respect of a phase referred to in paragraph (a) has become payable, the local highway authority reasonably estimates that the costs in respect of that phase referred to in paragraph (1) above will exceed the estimated costs for that phase, it may give notice to the undertaker of the excess and the undertaker must pay to the local highway authority within 28 days of the date of that notice a sum equal to the excess.

(5) Within 91 days of the issue of the final certificate for each phase of the CDC highway works the local highway authority must give the undertaker a final account of the costs referred to in sub-paragraph (1) and within 28 days from the expiry of the 91 day period —

- (a) if the account shows a further sum as due to the local highway authority the undertaker must pay to the local highway authority the sum shown due to it in that final account; and
- (b) if the account shows that the payment or payments previously made have exceeded those costs the local highway authority must refund the difference to the undertaker.

(6) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the party to whom it was due interest at 1% above the rate payable in respect of

compensation under section 32 (rate of interest after entry on land) of the 1961 Act for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

6. Provisional certificate and defects and maintenance period

Provisional certificate and defects and maintenance period

(1) As soon as each phase of the CDC highway works has been completed and —

- (a) a Stage 3 Road Safety Audit for that phase has been carried out;
- (b) any resulting recommendations have been complied with and any exceptions agreed;
- (c) the local highway authority and the undertaker have jointly inspected the CDC highway works, the local highway authority have provided the undertaker with a definitive list of any further works to be carried out (which will include any defects in or damage to the road surface water drainage system) and those works have been completed without delay (and the process of the local highway authority inspecting works and the undertaker carrying out further works will be repeated until the local highway authority is satisfied with the CDC highway works);
- (d) the undertaker has provided a plan clearly identifying the extent of any land which is to become highway maintainable at public expense by the local highway authority upon the issue of the final certificate referred to in paragraph 7 of this Part of this Schedule;
- (e) the undertaker providing confirmation that any additional land which is to be dedicated as highway maintainable at public expense is so dedicated; and
- (f) the as built information has been provided to the local highway authority, the local highway authority must issue a provisional certificate of completion in respect of that phase of the CDC highway works such certificate not to be unreasonably withheld or delayed.

(2) Subject to sub-paragraph (3) the undertaker must at its own expense remedy any and all defects and of any and all imperfections and all other faults arising out of defective design materials or workmanship or of any other nature whatsoever (which includes all damage to the highway whether accidental or otherwise (but only that attributable to defective design materials or workmanship and excluding winter maintenance)) in that phase of the CDC highway works as reasonably required to be remedied by the local highway authority and identified by the local highway authority during a period of 12 months from the date of the provisional certificate in respect of that phase.

(3) The local highway authority will provide to the undertaker all information on any accident or incident resulting in damage to the highway which occurs in any phase of the CDC highway works during the period of 12 months referred to in sub-paragraph (2).

(4) The undertaker must submit Stage 4 Road Safety Audits for each phase of the CDC highway works as required by and in line with the timescales stipulated in the Road Safety Audit Standard. The undertaker must comply with the findings of the Stage 4 Road Safety Audits and be responsible for all costs of and incidental to such audits.

7. Final certificate

(1) The undertaker must apply to the local highway authority for the issue of the final certificate in respect of each phase at the expiration of the 12 month period in respect of that phase referred to in paragraph 6(2) of this Part of this Schedule or, if later, on the date on which any defects or damage

arising during that period which are the responsibility of the undertaker under the provisions of paragraph 6 of this Part of this Schedule have been made good to the reasonable satisfaction of the local highway authority.

(2) If the provisions of sub-paragraph (1) are satisfied the local highway authority must issue a final certificate for the phase of the CDC highway works concerned, such certificate not to be unreasonably withheld or delayed.

8. Security

(1) Subject to paragraph 3(3) of this Part of this Schedule the undertaker must provide security for the carrying out of the CDC highway works as follows —

(a) prior to the commencement of each phase, the CDC highway works within that phase must be secured by a bond from a bondsman first approved by the local highway authority drafted substantially as detailed in Form [1] contained in paragraph [16] of this Part of this Schedule, or such other form that may be agreed between the undertaker and the local highway authority, to indemnify the local highway authority against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of that phase of the CDC highway works under the provisions of this Part of this Schedule, provided that the maximum liability of the bond does not exceed the bond sum relating to that phase.

(2) Each bond sum is to be progressively reduced as follows —

(a) on receipt of written confirmation (including receipt of receipted invoices evidencing payments made by the undertaker to the contractors) from the undertaker of the payments made from time to time to the contractor (“the submission”), the local highway authority may in writing authorise the reduction of the bond sum by such proportion of the bond sum as amounts to 75% of those payments provided that —

(i) there is not more than two submissions of written confirmation to the local highway authority during each phase of the CDC highway works;

(ii) an evaluation of the CDC highway works completed and remaining has been carried out by the undertaker and audited and agreed by the local highway authority to ensure that the stage of completion of the works is relative to the payments made by the undertaker to the contractors (the local highway authority will only be required to provide the said authorisation if it is satisfied that the monies remaining secured by the bond sum will be sufficient to cover all remaining costs and liabilities anticipated to be incurred in completing the CDC highway works plus an additional 10%); and

(iii) the operation of paragraph (a) will not enable the overall reduction of the bond to be greater than 75% of the original bond sum;

(b) within 20 working days of completion of each phase of the CDC highway works (as evidenced by the issuing of the provisional certificate in respect of that phase pursuant to paragraph 6(1) of this Part of this Schedule) the local highway authority must in writing release the bond provider from its obligations in respect of 75% of the bond sum relating to that phase save insofar as any claim or claims have been made against the bond and/or liability on its part has arisen prior to that date; and

(c) within 20 working days of the issue of the final certificate for each phase of the CDC highway works referred to in paragraph 7 of this Part of this Schedule the local highway authority must in writing release the bond provider from all its obligations in respect of the bond relating to that phase save insofar as any claim or claims have been made against the bond or liability on its part has arisen prior to that date.

9. Commuted sums

(1) Prior to the issue of the final certificate in respect of any phase the undertaker must pay to the local highway authority any commuted sums payable in respect of that phase calculated as provided for in sub-paragraph (2).

(2) The rates to be applied in calculating the commuted sums payable must be calculated in accordance with the City of Doncaster Council's commuted sum methodology prior to commencement of work on any phase.

10. Insurance

The undertaker must prior to commencement of the CDC highway works effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) for any one claim against any legal liability for damage loss or injury to any property or any person arising out of or in connection with the execution of the CDC highway works or any part thereof by the undertaker.

11. Indemnification

The undertaker must in relation to the carrying out of the CDC highway works take such precautions for the protection of the public and private interest as would be incumbent upon it if it were the local highway authority and must indemnify the local highway authority from and against all costs, expenses, damages, losses and liabilities arising from or in connection with or ancillary to any claim demand action or proceedings resulting from the design and carrying out of the CDC highway works, provided that —

(a) the foregoing indemnity shall not extend to any costs, expenses, liabilities and damages caused by or arising out of the neglect or default of the local highway authority or its officers, servants, agents or contractors or any person or body for whom it is responsible;

(b) the local highway authority must notify the undertaker upon receipt of any claim;

(c) the local highway authority must, following the acceptance of any claim, notify the quantum thereof to the undertaker in writing and the undertaker must within 14 days of the receipt of such notification pay to the local highway authority the amount specified as the quantum of such claim.

12. Warranties

The undertaker must procure warranties from the contractor and designer of each phase to the effect that all reasonable skill, care and due diligence will be exercised in designing and constructing that phase including the selection of materials, goods, equipment and plant such warranties to be provided to the local highway authority before that phase commences.

13. Road Safety Audits

(1) The undertaker must not engage or permit the engagement of any audit team unless that audit team has first been approved by the local highway authority as suitable to undertake Road Safety Audits in accordance with the Road Safety Audit Standard.

(2) At any time during the detailed design stages the local highway authority may require that an interim Road Safety Audit be carried out in accordance with the Road Safety Audit Standard and be submitted to the local highway authority and if so required by the local highway authority any recommendations in such interim report must be implemented to the local highway authority's satisfaction.

(3) Prior to the approval of the detailed design information for a phase, a Stage 2 Road Safety Audit must be carried out in respect of that phase in accordance with the Road Safety Audit Standard and must be submitted to the local highway authority and if so required by the local highway authority any recommendations made in the Stage 2 report must be implemented to the local highway authority's satisfaction.

(4) Prior to the issue of the provisional certificate in respect of a phase, a Stage 3 Road Safety Audit must be carried out for that phase in accordance with the Road Safety Audit Standard and must be submitted to the local highway authority and if so required by the local highway authority any recommendations made in the Stage 3 report must be implemented to the local highway authority's satisfaction.

(5) A Stage 4 11-month monitoring report carried out in accordance with the Road Safety Audit Standard in respect of each phase of the CDC highway works must be submitted to the local highway authority no sooner than 8 weeks and no later than 12 weeks from the date when a complete year of accident data is available following the first anniversary of the opening of that phase for public use and if so required by the local highway authority any recommendations made in the 11-month report must be implemented to the local highway authority's satisfaction.

(6) Following receipt of the 11-month report in respect of a phase the local highway authority may require that a Stage 4 36-month monitoring report be submitted for that phase in accordance with the Road Safety Audit Standard no sooner than 8 weeks and no later than 12 weeks from the date when three complete years of accident data is available following the third anniversary of the opening of that phase of the CDC highway works for public use and if so required by the local highway authority any recommendations in the 36-month report must be implemented to the satisfaction of the local highway authority and the undertaker must secure by the deposit of a bond with the local highway authority a sum equivalent to the local highway authority's reasonable estimate of the cost of the potential liability of the undertaker in respect of works arising from the 36-month report prior to the issue of the final certificate.

14. Approvals

(1) Any approvals, certificates, consents or agreements required or sought from or with the local highway authority pursuant to the provisions of this Part of this Schedule must not be unreasonably withheld or delayed and must be given in writing.

(2) In this paragraph "specified day" means —

- (a) the day on which particulars of the matter are submitted to the local highway authority under the provisions of this Part of this Schedule; or

(b) the day on which the undertaker provides the local highway authority with any further particulars of the matter that have been reasonably requested by the local highway authority within 28 days of the date in paragraph (a), whichever is the later.

15. Street lighting

Notwithstanding any other provision of this Order, the design and installation of any street lighting must be carried out by the local highway authority at the cost of the undertaker.

Form [1] – form of bond

BY THIS BOND DATED [●] of [●]

RWE Renewables UK Solar and Storage Limited incorporated and registered in England and Wales with company number 14539260 whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB (“the undertaker”)

[XXX] (Company Registration Number [XXX]) whose registered office is at [XXX] (the “Surety”),
are held and firmly bound to:

CITY OF DONCASTER COUNCIL of Civic Office, Waterdale, Doncaster DN1 3BU (“the Council”)

in the maximum aggregate total sum of £[●] pounds to be paid to the Council for the payment of which sum the undertaker and the Surety bind themselves their successors and assigns.

1. The undertaker has agreed Protective Provisions with the Council which are included in Part [x] (for the protection of highway authorities) of Schedule [xx] (protective provisions) to the Tween Bridge Solar Farm Order 202[●] in which the undertaker was given the right at its own expense and subject to conditions to carry out temporary and permanent works, operations and activities in order to facilitate the construction, operation and maintenance of the Tween Bridge Solar Farm DCO Project (the “Highway Works”).

2. This Bond is required under the said Protective Provisions.

NOW THE CONDITION of the above-written Bond is such that if the undertaker shall fail to duly perform and observe all the terms, provisions conditions and stipulations of the said Protective Provisions on the undertaker’s part to be performed and observed according to the true intent and meaning thereof the Surety shall promptly, subject to the provisions of this Bond, pay to the Council a sum or sums demanded by them upon receipt by the Surety of a demand from the Council, in writing, stating that the undertaker is in breach of the Protective Provisions and stating the nature of the breach up to the amount of the above-written Bond PROVIDED ALWAYS that the giving by the Council of any extension of time for performing the said Protective Provisions or any stipulations therein contained and on the part of the undertaker to be performed or any other forgiveness or forbearance on the part of the Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond.