

SCHEDULES

SCHEDULE 11

PROTECTIVE PROVISIONS

PART 12

FOR THE PROTECTION OF BICKER DROVE LIMITED AS ELECTRICITY UNDERTAKER

Application

1. (1) For the protection of Bicker Drove Limited the following provisions will, unless otherwise agreed in writing between the undertaker and Bicker Drove Limited, have effect.

(2) The application of the provisions of this Part of this Schedule is conditional on Bicker Drove Limited proceeding with the Bicker Drove project.

(3) In the event that Bicker Drove Limited is no longer proceeding with the Bicker Drove project, Bicker Drove Limited must notify the undertaker as soon as reasonably practicable.

(4) Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the Bicker Drove Project. For the purposes of this paragraph “reasonable endeavours” means-

- (a) undertaking consultation with Bicker Drove Limited on detailed design and programming of works for the authorised development and ensuring the plans as submitted for approval under the requirements do not unreasonably impede or interfere with the construction of the Bicker Drove Project;
- (b) having regard to the anticipated programme of works for the Bicker Drove Project and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the Bicker Drove Project; and
- (a) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development.

(5) Regardless of the remaining provisions of this Part of this Schedule the undertaker shall not be permitted to:

- (a) exercise powers of temporary possession pursuant to article 32 or article 34 over the Bicker Drove land over an area greater than 30 metres in width without the written consent of Bicker Drove Limited;
- (b) acquire permanent land rights pursuant to Part 5 of the Order over the Bicker Drove land over an area greater than 12 metres in width without the written consent of Bicker Drove Limited;
- (c) exercise powers pursuant to the Order so as to extinguish Bicker Drove Limited’s interest in the Bicker Drove land; or
- (d) exercise powers pursuant to Part 5, article 32 or article 34 of the Order other than in the western corridor without the written consent of Bicker Drove Limited.

Interpretation

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Bicker Drove Limited to enable Bicker Drove Limited 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, substations, cables or other apparatus belonging to or maintained by Bicker Drove Limited for the purposes of Bicker Drove Limited undertaking together with any alternative apparatus, replacement apparatus and/or such other apparatus constructed pursuant to the Order that becomes operational apparatus of Bicker Drove Limited for the purposes of Bicker Drove Limited’s undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term "authorised development" in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Bicker Drove land” means the land over which Bicker Drove Limited hold an interest and which is contained within the Order limits being Plot 18/11 as shown on the land plans;

“Bicker Drove Limited” means Bicker Drove Limited (company number 15674780 whose registered office is at 20 St. James's Street, London, England, SW1A 1ES) or its successors in title or successor bodies and/or any successor as an electricity generation licence holder pursuant to the Electricity Act 1989;

“Bicker Drove Limited’s undertaking” means the rights, duties and obligations of Bicker Drove as an electricity generation licence holder within the meaning of the Electricity Act 1989;

“Bicker Drove project” means the proposed 1.2GW Battery Energy Storage System development located on the Bicker Drove land;

“commence” has the same meaning as in article 2 of this Order and commencement shall 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 archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, creation of working areas for remedial works, erection of any temporary means of enclosure, receipt and erection of construction plant and equipment, and the temporary display of site notices or advertisements.

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Bicker Drove Limited (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for Bicker Drove Limited’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” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Bicker Drove Limited 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” shall include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

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

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise;

“undertaker” means the undertaker as defined in article 2 of this Order;

“western corridor” means the 30metre corridor to the west of the Bicker Drove land.

On Street Apparatus

3. (1) Except for paragraphs 4 (*apparatus in stopped up streets*), 7 (*Removal of Apparatus*) in so far as sub-paragraph 3(2) applies, 8 (*Facilities and Rights for Alternative Apparatus*) in so far as sub-paragraph 3(2) below applies, 9 (*retained apparatus: protection*), 10 (*expenses*) and 11 (*indemnity*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Bicker Drove Limited, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Bicker Drove Limited are regulated by the provisions of Part 3 of the 1991 Act.

3(2) Paragraph 7 and 8 of this Agreement shall apply to diversions even where carried out under the 1991 Act, in circumstances where any Apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

Apparatus of Bicker Drove Limited in stopped up streets

4.—(1) Without prejudice to the generality of any other protection afforded to Bicker Drove Limited elsewhere in the Order, where any street is stopped up under the Order, if Bicker Drove Limited has any apparatus in the street or accessed via that street Bicker Drove Limited will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to Bicker Drove Limited, or will procure the granting to Bicker Drove Limited of, legal easements reasonably satisfactory to Bicker Drove Limited in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph shall affect any right of the Undertaker or of Bicker Drove Limited to require the removal of that apparatus under paragraph 7

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (*temporary prohibition or restriction of use of streets and public rights of way*), Bicker Drove Limited will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway

Protective works to buildings

5.—(1) The undertaker, in the case of the powers conferred by article 21 (*protective works 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 Bicker Drove Limited and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Bicker Drove Limited or any interruption in the generation or transmission of electricity by Bicker Drove Limited, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Bicker Drove Limited in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (a) pay compensation to Bicker Drove Limited for any loss sustained by it; and
- (b) indemnify Bicker Drove Limited against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Bicker Drove Limited, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Bicker Drove Limited or its contractors or workmen; and Bicker Drove Limited will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by Bicker Drove Limited, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

6. (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of Bicker Drove Limited otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph 6(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Bicker Drove Limited and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of Bicker Drove Limited and/or affects the provisions of any enactment or agreement regulating the relations between Bicker Drove Limited and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Bicker Drove Limited reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Bicker Drove Limited and the undertaker acting reasonably and which must be no less favourable on the whole to Bicker Drove Limited unless otherwise agreed by Bicker Drove Limited, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and Bicker Drove Limited 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 Bicker Drove Limited and/or other enactments relied upon by Bicker Drove Limited as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by Bicker Drove Limited under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph 6(1).

Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Bicker Drove Limited to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Bicker Drove Limited and in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Bicker Drove Limited 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 Bicker Drove Limited reasonably needs to move or remove any of its apparatus) the undertaker must afford to Bicker Drove Limited to its satisfaction (taking into account sub-paragraph 8(1) below) 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 Bicker Drove Limited 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 Bicker Drove Limited 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 Bicker Drove Limited 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, Bicker Drove Limited 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 shall not extend to the requirement for Bicker Drove Limited 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 Bicker Drove Limited and the undertaker.

(5) The undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Bicker Drove Limited of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Bicker Drove Limited 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

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Bicker Drove Limited facilities and rights in land for the access to, construction and maintenance 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 Bicker Drove Limited and must be no less favourable on the whole to Bicker Drove Limited than the facilities and rights enjoyed by it

in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Bicker Drove Limited.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Bicker Drove Limited under sub-paragraph 8(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Bicker Drove Limited than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Bicker Drove Limited's opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 15 (*Arbitration*) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to Bicker Drove Limited as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Bicker Drove Limited

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Bicker Drove Limited a plan and, if reasonably required by Bicker Drove Limited, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Bicker Drove Limited under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant 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 works to which sub-paragraphs 1 and (2) apply until Bicker Drove Limited has given written approval of the plan so submitted.

(4) Any approval of Bicker Drove Limited 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-paragraphs (1) and/or (2) apply, Bicker Drove Limited may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Bicker Drove Limited and in accordance with all conditions imposed under sub-paragraph (4)(a), and Bicker Drove Limited will be entitled to watch and inspect the execution of those works.

(7) Where Bicker Drove Limited 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 Bicker Drove Limited's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement

(8) If Bicker Drove Limited, 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 8 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 7(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 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.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Bicker Drove Limited notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (11) at all times.

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that Bicker Drove Limited 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 11.

Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Bicker Drove Limited on demand all charges, costs and expenses reasonably anticipated or incurred by Bicker Drove Limited in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights 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 Bicker Drove Limited in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Bicker Drove Limited as a consequence of Bicker Drove Limited;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under sub-paragraph 7(3) if it elects to do so; and/or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Bicker Drove Limited;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;
- (g) any watching brief pursuant to sub-paragraph 9(6) or sub-paragraph 10(7).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 16 (*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 Bicker Drove Limited by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) 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.

Indemnity

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Bicker Drove Limited, or there is any interruption in any service provided, or in the supply of any goods, by Bicker Drove Limited, or Bicker Drove Limited becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by Bicker Drove Limited in making good such damage or restoring the supply; and
- (b) indemnify Bicker Drove Limited for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Bicker Drove Limited, by reason or in consequence of any such damage or interruption or Bicker Drove Limited becoming liable to any third party as aforesaid other than arising from any default of Bicker Drove Limited.

(2) The fact that any act or thing may have been done by Bicker Drove Limited on behalf of the undertaker or in accordance with a plan approved by Bicker Drove Limited or in accordance with any requirement of Bicker Drove Limited 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 Bicker Drove Limited fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of Bicker Drove Limited, its officers, servants, contractors or agents.

(4) Bicker Drove Limited must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Bicker Drove Limited and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and Bicker Drove Limited in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

13.(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Bicker Drove Limited requires the removal of apparatus under sub-paragraph 7(2) or Bicker Drove Limited makes requirements for the protection or alteration of apparatus under paragraph 9, 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 Bicker Drove Limited's undertaking and Bicker Drove Limited shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Bicker Drove Limited's consent, agreement or approval is required in relation to plans, documents or other information submitted by Bicker Drove Limited or the taking of action by Bicker Drove Limited, it must not be unreasonably withheld or delayed.

Access

14. If in consequence of the agreement reached in accordance with sub-paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Bicker Drove Limited 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 Bicker Drove Limited to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Any difference or dispute arising between the undertaker and Bicker Drove Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Bicker Drove Limited, be determined by arbitration in accordance with article 45 (*arbitration*).

Notices

16. The plans submitted to Bicker Drove Limited must be sent to Bicker Drove Limited at its registered office and addressed to the company secretary or such other address as Bicker Drove Limited may from time to time appoint instead for that purpose and notify to the undertaker.