STATUTORY INSTRUMENTS

2026 No. 0000

INFRASTRUCTURE PLANNING

The Great North Road Solar and Biodiversity Park Order 2026

Made - - - -	*27th October 2026*
Coming into force	*18th November 2026*

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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having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(**d**) of the 2008 Act made a report and recommendation to the Secretary of State.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)(**f**) 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(**g**), 115(**h**), 120(**i**), 122(**j**) and 123(**k**) of the 2008 Act, makes the following Order.

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Great North Road Solar and Biodiversity Park Order 2026 and comes into force on 18th November 2026.

Interpretation

2.—(1) In this Order—

"the 1961 Act" means the Land Compensation Act 1961(**l**);

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

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

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

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

(**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, S.I. 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**) Section 105(2) was amended by paragraph 50 of Schedule 13 to the Localism Act 2011.
(**g**) As amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**h**) As amended by section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**i**) As amended by section 140 of and paragraph 60 of Part 1 of Schedule 13 to, the Localism Act 2011.
(**j**) As amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**k**) As amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**l**) 1961 c. 33.
(**m**) 1965 c. 56.
(**n**) 1980 c. 66.
(**o**) 1981 c. 66.
(**p**) 1984 c. 27.

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

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

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

"the 2008 Act" means the Planning Act 2008(**d**);

"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 (but excluding the electrical cables as defined in this article), telecommunications equipment and electricity cabinets;

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

"BESS consent" means planning permission reference 22/01840/FULM granted on appeal by the Planning Inspectorate on 3 May 2024 (appeal reference: APP/B3030/W/23/3334043) authorising the construction of a battery energy storage system and associated infrastructure on part of the Order land;

"book of reference" means the document of that name identified in the table at Schedule 11 (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 section 155 (when development begins) of the 2008 Act, comprised in or carried out for the purposes of the authorised development other than the permitted preliminary works (except where stated to the contrary) and "commencement" and "commenced" are to be construed accordingly;

"concept design parameters and principles" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the concept design parameters and principles for the purposes of this Order;

"consented BESS" means the development authorised by the BESS consent;

"county authority" means the county council for the area in which the land to which the relevant provisions of this Order apply is situated;

"date of final commissioning" means in respect of each phase of the authorised development approved under requirement 3 of Schedule 2 (requirements) the date on which each phase of the authorised development commences operation by generating electricity on a commercial basis but excluding the generation of electricity during commissioning and testing;

"definitive map and statement" has the same meaning as in Part III of the Wildlife and Countryside Act 1981(**e**);

"electronic transmission" means a communication transmitted—

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

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

(**a**) 1989 c. 29.
(**b**) 1990 c. 8.
(**c**) 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).
(**d**) 2008 c. 29.
(**e**) 1981 c. 69.

"environmental statement" means the document of that name identified in Schedule 11 (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;

"existing substation" means the existing National Grid substation at Staythorpe Road, Staythorpe, Newark-on-Trent NG23 5RG, owned and operated by NGET;

"flood risk assessment" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the flood risk assessment for the purposes of this Order;

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

"hedgerow plans" means the plans of that name identified in the table at Schedule 11 (documents and plans to be certified) and which are certified by the Secretary of State as the hedgerow plans for the purposes of this Order;

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

"holding company" has the same meaning as in section 1159 (meaning of "subsidiary" etc) of the Companies Act 2006(**b**);

"land plans" means the plans of that name identified in the table at Schedule 11 (documents and plans to be certified) and which are certified by the Secretary of State as the land plans for the purposes of this Order;

"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;

"NGET" means National Grid Electricity Transmission plc (company number 2366977) whose registered office is at 1 to 3 Strand, London WC2N 5EH;

"Order land" means the land shown coloured pink, blue or yellow on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

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

"outline archaeological mitigation strategy" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline archaeological mitigation strategy for the purposes of this Order;

"outline construction environmental management plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline construction environmental management plan for the purposes of this Order;

"outline construction traffic management plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline construction traffic management plan for the purposes of this Order;

"outline decommissioning and restoration plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline decommissioning and restoration plan for the purposes of this Order;

"outline fire safety management plan" means the plan of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline fire safety management plan for the purposes of this Order;

"outline landscape and ecological management plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is

(**a**) "highway" is defined in section 328(1). For "highway authority" see section 1.
(**b**) 2006 c. 46.

certified by the Secretary of State as the outline landscape and ecological management plan for the purposes of this Order;

"outline operational environmental management plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline operational environmental management plan for the purposes of this Order;

"outline recreational routes management plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline recreational routes management plan for the purposes of this Order;

"outline skills, supply chain and employment plan" means the plan of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline skills, supply chain and employment plan for the purposes of this Order;

"outline soil management plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the outline soil management plan 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(**a**);

"permit scheme" means the Nottinghamshire County Council Permit Scheme Order 2020 which is made under Part 3 of the Traffic Management Act 2004(**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 (including vegetation removal associated with such surveys and investigations);

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

(c) road widening works and works for the provision of visibility splays (including vegetation removal associated with such works);

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

(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 associated with such site clearance); or

(i) advanced planting;

"planning authority" means the district planning authority for the area in which the land to which the relevant provisions of this Order apply is situated;

"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;

"public rights of way and permissive routes plan" means the document of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the public rights of way and permissive routes plan for the purposes of this Order;

"requirements" means those matters set out in Schedule 2 (requirements) and "any reference to a numbered requirement" is to be construed accordingly;

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

(**a**) 1981 c. 67.
(**b**) 2004 c. 18.

"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(**a**);

"street works" means the works listed in article 10(1) (street works);

"streets and access plans" means the plans of that name identified in the table at Schedule 11 (documents and plans to be certified) and which are certified by the Secretary of State as the streets and access plans for the purposes of this Order;

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

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

"traffic regulation measures plan" means the plan of that name identified in the table at Schedule 11 (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 Elements Green Trent Ltd (company number 13665771);

"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;

"working day" means any day other than a Saturday, Sunday or English bank or public holiday; and

"works plans" means the plans of that name identified in the table at Schedule 11 (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 and watercourses include references to rights to do or restrain or to place and maintain anything in, on or under land or the watercourse or in the airspace above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land or watercourses 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, reference to the purposes of the authorised development include the construction, maintenance, operation 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 and 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.

(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.

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

(**a**) "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

(**b**) 2006 c. 46.

(**c**) 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; S.I. 1999/1920 and S.I. 2001/1400.

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.

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, except to the extent that this Order, or an agreement made under this Order, provides otherwise.

(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 works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement.

Benefit of the Order

6.—(1) Subject to paragraph (2) and article 7 (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. 6 in respect of which the provisions of this Order are for the benefit of the undertaker and NGET.

Consent to transfer the benefit of the Order

7.—(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;

(b) or

(c) 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 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 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 14 days from the date of the receipt of the notification by the Secretary of State.

(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 and modification of statutory provisions

8.—(1) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purposes of, or in connection with, the construction, operation, maintenance or decommissioning of any part of 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; and

(d) the provisions of the Neighbourhood Planning Act 2017(**d**) insofar as they relate to temporary possession of land under articles 31 (temporary use of land for constructing the

(**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 1 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).

(**d**) 2017 c. 20.

authorised development) and 32 (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(**a**), any felling comprised in the carrying out of any work or operation required for the purposes of, or in connection with, the construction of the authorised development is deemed to be immediately required for the purpose 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) 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 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.

Defence to proceedings in respect of statutory nuisance

9.—(1) Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(**b**) in relation to a nuisance falling within 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 or in connection with the construction, maintenance or decommissioning of the authorised development and that the nuisance is attributable to the construction, maintenance or decommissioning of the authorised development in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(**c**);

(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 reasonably be 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 or in connection with the authorised development.

PART 3

STREETS

Street works

10.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) and may—

(**a**) 1967 c. 10.
(**b**) 1990 c. 43.
(**c**) 1974 c. 40.

(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 under the street;

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

(e) repair, replace or otherwise alter the surface or structure of 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 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 permit scheme

11.—(1) The permit scheme applies with the modifications set out in this article to street works carried out under the power conferred by article 10 (street works) of this Order.

(2) For the purposes of this Order—

(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 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 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 Part 2 (procedure for discharge of requirements) of Schedule 2 (requirements).

Power to alter layout, etc., of streets

12.—(1) The undertaker may for the purposes of 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 4 (alteration of streets) permanently in the manner specified in relation to that street in column 3; and

(b) in the case of the streets specified in column 2 of the table in Part 2 (temporary alteration of layout) of Schedule 4 (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, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

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

(b) make and maintain passing places.

(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

13.—(1) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout) of Schedule 4 (alteration of streets) to this Order must be completed to the reasonable satisfaction of the street authority and, unless otherwise agreed by the 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 street authority.

(2) Subject to paragraph (3), the temporary alterations to each of the streets specified in Part 2 (temporary alteration of layout) of Schedule 4 (alteration of streets) must be completed to the reasonable satisfaction of the street authority and the temporary alterations must be maintained during the period required by and at the expense of the undertaker.

(3) Those restoration works carried out pursuant to article 12(3) (power to alter layout, etc., of streets) must be completed to the reasonable satisfaction of the 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 street authority.

(4) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain 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, restriction and diversion of use of streets and public rights of way

14.—(1) The undertaker, during and for the purposes of constructing or maintaining the authorised development, may, temporarily close, prohibit 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 for the purpose of crossing only 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 closure, 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 close, 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 5 (streets and public rights of way) to the extent specified in column 3 of that table; and

(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 5 (streets and public rights of way) to the extent specified in column 3 of that table.

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

(a) any street or public right of way specified in paragraph (3) without first consulting the street authority during a period of not less than 28 days; 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 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 which has been temporarily prohibited, restricted, closed, 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 as in that Act.

Permanent closure of public rights of way

15.—(1) The undertaker may close the public rights of way specified in column 2 of the table in Part 3 (public rights of way to be permanently closed and diverted) of Schedule 5 (streets and public rights of way) to the extent specified in column 3 of that table.

(2) No public right of way specified in Part 3 (public rights of way to be permanently diverted) of Schedule 5 (streets and public rights of way) is to be wholly or partly closed under this article unless—

(a) the new public rights of way to be constructed and substituted for a closed public right of way specified in column 3 of the table in Part 3 (public rights of way to be permanently diverted) of Schedule 5 (streets and public rights of way) have been completed to the reasonable satisfaction of the street authority and are open for use; or

(b) a temporary alternative route for the passage of traffic as could have used the public right of way to be closed is first provided, opened for use and subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority, between the commencement and termination points for the closure of the public right of way until the completion and opening of the new public right of way in accordance with sub-paragraph (a).

(3) Where a public right of way has been permanently closed and the new permanent route completed under paragraph (2)—

(a) all rights of way over or along the public right of way so closed are extinguished; and

(b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the public right of way as is bounded on both sides by land owned by the undertaker.

(4) Following the opening for public use of a public right of way that has been permanently diverted under the powers conferred by this article the undertaker must supply the surveying authority with plans showing that public right of way as permanently diverted together with a statement of the modifications required to the definitive map and statement.

(5) The plans and statement of modifications to the definitive map and statement referred to in paragraph (4) are deemed to be an order modifying the definitive map and statement made under section 53(3)(a) (duty to keep definitive map and statement under continuous review) of the Wildlife and Countryside Act 1981(**a**).

(6) This article is subject to article 34 (apparatus and rights of statutory undertakers in streets).

(7) In this article "surveying authority" has the meaning given to it by section 66(1) (interpretation of Part III) of the Wildlife and Countryside Act 1981.

Access to works

16.—(1) The undertaker may, for the purposes of the authorised development—

(a) form and lay out the permanent means of access, or improve existing means of access, in the approximate locations specified in Schedule 6 (access to works); and

(b) with the approval of 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.

(2) Any temporary measures undertaken in accordance with paragraph (1)(b) shall be removed by the undertaker as soon as is reasonably practicable when no longer required for the purposes of the authorised development and the land shall thereafter be restored to the highway authority's reasonable satisfaction.

Agreements with street authorities

17.—(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 closure, 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 10 (street works) article 12 (power to alter layout, etc., of streets), article 13(1) (construction and maintenance of altered streets) and article 16 (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 an 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

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(**a**) 1981 c. 69.

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

Traffic regulation measures

18.—(1) Subject to the provisions of this article the undertaker may at any time, in the interests of safety and for the purposes of, or in connection with, the construction or decommissioning of the authorised development—

(a) make provision, in respect of those lengths of road specified in column 2 of Part 1 (temporary speed limits) of Schedule 7 (traffic regulation measures) imposing the temporary speed limit mentioned in column 3 of that Part of that Schedule; and

(b) temporarily place traffic signs and signals in the extents of the roads specified in column 2 of Part 2 (temporary traffic signs and signals) of Schedule 7 (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 construction, maintenance or decommissioning 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 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 used in accordance with regulation 3(5) of those regulations.

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

(a) consult 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 conferred by paragraphs (1) or (2) unless the undertaker has—

(a) given not less than 4 weeks' notice in writing to the chief officer of police in whose area the road is situated and to the traffic authority;

(b) not less than 7 days before the provision is to take effect, erected a notice at each end of the affected road explaining the effect of the provision; and

(c) not less than 7 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.

(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 paragraphs (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 savings and exemptions to which the provision is subject; and

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

PART 4

SUPPLEMENTAL POWERS

Discharge of water

19.—(1) Subject to paragraphs (3), (4) and (7) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance of 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, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker 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, public sewer 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 public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or 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, public sewer or drain belonging to or under the control of a drainage authority (as defined in Part 6 of Schedule 13 (protective provisions)), the provisions of Part 6 of Schedule 13 (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 public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise the entry into controlled waters 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) "public sewer or drain" means a sewer or 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

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

(**a**) 2004 c. 18.
(**b**) 1991 c. 56.
(**c**) S.I. 2016/1154.
(**d**) 1991 c. 57.

Protective works to buildings

20.—(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 limits 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.

(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 42 (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 it appears protective works are inadequate to 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) 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 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 or use of the authorised development.

Authority to survey and investigate the land

21.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development or upon which entry is required in order to carry out monitoring or surveys (including aerial surveys carried out by drone) in respect of the authorised development or for the carrying out of ground, ecological or archaeological investigations and—

(a) survey or investigate the land;

(b) without prejudice to the generality of sub-paragraph (a), make trial holes or boreholes 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;; and

(d) place on, leave on and remove from the land apparatus and welfare facilities for use in connection with the survey and investigation of land and making of trial holes or boreholes and trial 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 or boreholes.

(4) No trial holes or boreholes 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) Following completion of any activities being undertaken pursuant to this article the undertaker must remove all equipment, apparatus and welfare facilities placed on the land in connection with such activities as soon as practicable, and the land must be restored to its original condition.

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

(7) 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

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

(2) This article is subject to—

(a) article 23 (time limit for exercise of authority to acquire land compulsorily or to take land temporarily);

(b) paragraph (2) of article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(c) article 27 (acquisition of subsoil only);

(d) article 31 (temporary use of land for constructing the authorised development); and

(e) article 33 (statutory undertakers); and

(3) The power to compulsorily acquire land conferred under paragraph (1) does not apply to the land specified in columns (1) and (2) of the table below—

(1) Area	*(2) Number of land shown on land plan*
Newark and Sherwood District	1/5, 1/10, 1/12, 1/18, 1/19, 1/20, 2/8, 2/14, 2/23, 2/25, 2/37, 3/6, 3/9, 3/10, 3/11, 4/2, 4/5, 5/2, 5/4, 5/5, 6/1, 7/4, 7/31, 8/6, 8/10, 8/11, 8/15, 8/16, 8/17, 8/18, 8/19, 8/28, 8/29, 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, 10/14, 11/30, 14/1, 14/4, 14/28, 14/30, 14/31, 14/46, 14/47, 14/48, 17/20, 17/34, 17/36, 17/38, 18/3, 19/36, 19/37, 19/47, 19/49, 21/20, 21/21, 21/22, 21/26, 21/27, 21/28, 21/29, 21/31, 22/19, 22/20, 24/5, 24/9, 24/22, 24/23, 25/16, 25/23, 25/24, 26/3, 26/4, 26/5, 26/6, 26/7, 26/8, 28/1, 28/2, 28/3, 28/4, 28/5, 28/6, 30/9, 30/10, 30/11, 31/15, 31/18, 31/21, 32/9, 32/10, 32/12, 32/16, 32/35, 34/1

Time limit for exercise of authority to acquire land compulsorily or to take land temporarily

23.—(1) After the end of the period of five years beginning on the day on which this Order is made—

(a) no notice to treat is to be served under Part 1 of the 1965 Act (Compulsory Purchase under Acquisition of Land Act 1946); and

(b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 26 (application of the 1981 Act).

(2) The authority conferred by article 31 (temporary use of land for constructing the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

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

Compulsory acquisition of rights and imposition of restrictive covenants

24.—(1) Subject to paragraph (2), 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 22 (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 25 (private rights over land) and article 33 (statutory undertakers), in the case of the Order land specified in column 1 of Schedule 8 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 5(8) of Schedule 9 (modification of compensation and compulsory purchase enactments for the creation of new rights and the 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 9 (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 a restriction 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) Subject to the modifications set out in articles 47 (no double recovery) and Schedule 9 (modifications of compensation and compulsory purchase enactments for the creation of new rights and imposition of new 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 under the Order in respect of a right by the creation of a new right or imposition of a restriction as they apply to the compulsory purchase of land and interests in land.

Private rights over land

25.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under article 22 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 22 (compulsory acquisition of land)—

(a) from the date of acquisition of the land by the undertaker, whether compulsorily, by agreement or through the grant of a lease of the land; 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 24 (compulsory acquisition of rights and imposition of restrictive covenants) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or burden of 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 or the restrictive covenant is imposed compulsorily, by agreement or through the grant of a lease of the land); 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 or enforcement of the restrictive covenant,

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 33 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of the land;

(iii) the undertaker's entry onto the land; or

(iv) the undertaker's taking temporary possession of the land,

that any or all of those paragraphs do not apply to any right specified in the notice; or

(b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(7) If an agreement referred to in paragraph (6)(b)—

(a) is made with a person in or to whom the right or restrictive covenant 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 includes reference to any right of way, right of navigation, 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

26.—(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 (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 (legal challenges relating to applications for orders granting development consent) of the 2008 Act".

(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 section 11 (recovery of compensation overpaid), for subsection (1) substitute—

> "(1) This section applies where after the execution of a general vesting declaration a person ("the claimant") claims compensation in respect of the acquisition of an interest in land by virtue of the declaration, and the acquiring authority pay compensation in respect of that interest.".

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

> "(2) But see article 27(3) (acquisition of subsoil only) of the Great North Road Solar and Biodiversity Park Order 2026, which excludes the acquisition of subsoil only from this Schedule.".

(10) 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 30 (modification of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

Acquisition of subsoil only

27.—(1) The undertaker may acquire compulsorily so much of, or such rights in, or impose such restrictive covenants over the subsoil of or the land referred to in paragraph (1) of article 22 (compulsory acquisition of land) or article 24 (compulsory acquisition of rights and imposition of restrictive covenants) 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, or imposes restrictive covenants over, the subsoil of the land, 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 article 29 (modification of Part 1 of the 1965 Act);

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

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

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

Power to override easements and other rights

28.—(1) Any authorised activity which takes place on land within the Order limits (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) and the doing of anything else authorised by this Order is authorised 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) the erection, construction or maintenance of any part of the authorised development;

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

(c) the use of any 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 the virtue of a contract.

(4) Subject to article 47 (no double recovery), 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

29.—(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 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 27(3) (acquisition of subsoil only) of the Great North Road Solar and Biodiversity Park Order 2026, 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 20 (protective works to buildings), article 31 (temporary use of land for constructing the authorised development) or article 32 (temporary use of land for maintaining the authorised development) of the Great North Road Solar and Biodiversity Park Order 2026.”.

Rights under or over streets

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

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

(a) enter on and take temporary possession of any Order land in respect of which no notice of entry has been served under section 11(a) (powers of entry) of the 1965 Act and no declaration has been made under section 4(b) (execution of declaration) of the 1981 Act;

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

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

(d) use the land for the purposes of a working site (including storage of materials and siting of equipment, apparatus and welfare facilities) 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) The power conferred under paragraph (1)(a) does not apply to the Order Land specified in article 22(3) above.

(3) 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.

(4) 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.

(5) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article 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.

(6) 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, drain, apparatus, fence, debris, vegetation 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 3 (streets subject to street works);

(d) remove statutory undertakers' apparatus or connections to such apparatus or any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised project;

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

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

(7) The undertaker must pay compensation to the owners and occupiers of land 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.

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

(9) Subject to article 47 (no double recovery), 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 (5).

(10) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(11) 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.

(12) 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

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

(8) Subject to article 47 (no double recovery) 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 in relation to landscaping where "the maintenance period" means such period as set out in the landscape and ecological management plan which is approved by the planning authority pursuant to Schedule 2 requirement 8 beginning with the date on which that part of the landscaping is completed.

Statutory undertakers

33. Subject to the provisions of Schedule 13 (protective provisions) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers 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 streets

34. Where a street is altered or diverted or its use is temporarily prohibited or restricted under article 10 (street works), article 12 (power to alter layout, etc., of streets), article 13 (construction and maintenance of altered streets) or article 14 (temporary prohibition, restriction and diversion of use of streets and public rights 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 13 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

35.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 33 (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 33 (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 sewage 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" means a gas, water, electricity or sewerage undertaker.

Compulsory acquisition of land - incorporation of the mineral code

36. Parts 2 and 3 of Schedule 2 to the Acquisition of Land Act 1981 (minerals) are incorporated in this Order subject to the modifications that—

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

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

(c) for "compulsory purchase order" substitute "this Order".

PART 6

MISCELLANEOUS AND GENERAL

Application of landlord and tenant law

37.—(1) This article applies to—

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

(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 construction, maintenance, use or operation 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 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)(a) (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) Subject to article 40 (trees subject to tree preservation orders) 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 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 construction vehicles to the extent necessary for the purposes of construction and maintenance of the authorised development.

(2) In carrying out any activity authorised by paragraph (1) or (4) the undertaker must—

(a) do no unnecessary damage to any tree or shrub;

(b) ensure all works are carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other more suitable recognised codes of good practice provided these meet or exceed the appropriate British Standards; and

(c) 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 of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised development and subject to paragraph (2), undertake works to or 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 the hedgerows specified in column 1 of the table in Schedule 10 (hedgerows to be removed) and shown on the hedgerows plan.

(6) The undertaker may not pursuant to paragraphs (1) and (4) 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(**a**).

Trees subject to tree preservation orders

40.—(1) The undertaker may fell or lop any tree that is subject to a tree preservation order 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, operation or decommissioning of the authorised development or any apparatus used in connection with the authorised development.

(2) 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.

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

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

(5) In this article "tree preservation order" has the same meaning as in section 198 (power to make tree preservation orders) of the 1990 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 11 (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.

Arbitration

42.—(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 12 (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

43. Schedule 13 (protective provisions) has effect.

(**a**) S.I. 1997/1160.

Service of notices

44.—(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.

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

(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.

45.—(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 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) Part 2 (procedure for discharge of requirements) of Schedule 2 (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 Part 2 (procedure for discharge of requirements) of Schedule 2 (requirements) and where stated to the contrary if, within ten 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) Part 2 (procedure for discharge of requirements) of Schedule 2 (requirements) does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 13 (protective provisions) or any dispute under article 20(6) (protective work 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 13 (protective provisions).

Guarantees in respect of payment of compensation

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

(a) a guarantee, 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); 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).

(2) The provisions are—

(a) article 22 (compulsory acquisition of land);

(b) article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(c) article 25 (private rights over land);

(d) article 27 (acquisition of subsoil only);

(e) article 28 (power to override easements and other rights);

(f) article 30 (rights under or over streets);

(g) article 31 (temporary use of land for constructing the authorised development);

(h) article 32 (temporary use of land for maintaining the authorised development); and

(i) article 33 (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.

No double recovery

47. Compensation will not be payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law or under two or more different provisions of this Order.

David Wagstaff
Deputy Director Energy Infrastructure Planning
Department for Energy Security and Net Zero

27th October 2026

SCHEDULES

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

Interpretation

1. In this Schedule—

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

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

"mounting structure" means a frame or rack made of galvanised steel, anodised aluminium or other material designed to support the solar modules and mounted on piles driven into the ground by one of the following methods: piles rammed into a pre-drilled hole, a pillar attaching to a steel ground screw, pillars fixed to a concrete foundation, or a pillar set in concrete in a pre-made hole in the ground (micro piled);

"permissive routes" means new paths providing restricted public access within the Order limits shown with a broken pink line on the public rights of way and permissive routes plan;

"solar module" means a solar photovoltaic panel designed to convert solar irradiance to electrical energy fitted to mounting structures;

"substation" means a compound, containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation mounted on a reinforced foundation slab or piling;

"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 by increasing or reducing the voltage.

Authorised development

2. In the District of Newark and Sherwood in the County of 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.

3. The nationally significant infrastructure project comprises a generating station with a gross electrical output capacity of over 50 megawatts alternating current 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 modules fitted to mounting structures;

(b) electrical cabling and combiner boxes;

(c) conversion units including inverters, transformers, switchgear and monitoring and control systems; and

(d) electrical cables connecting Work No. 1 to Work No. 2, Work No. 4 and Work No. 5B,

together with any part of Work Nos. 2, 3 and 8,

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

Work No. 2— works to lay electrical cables and temporary construction laydown areas and compounds for the electrical cables including—

(a) underground electrical cables of up to 33 kilovolts connecting Work No. 1 to Work No. 4 and Work No. 5B;

(b) underground electrical cables of up to 132 kilovolts connecting Work No. 4 to Work No. 5B;

(c) underground electrical cables of up to 400 kilovolts connecting Work No. 5B to Work No. 6 or Work No. 7;

(d) tunnelling, trenching, boring and drilling works including horizontal directional drilling compounds;

(e) temporary bridges over watercourses;

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

(g) temporary construction and decommissioning laydown areas comprising—

(i) areas of hardstanding, compacted ground or track matting;

(ii) car parking;

(iii) area to store materials and equipment;

(iv) site and welfare offices and workshops;

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

(vi) safety infrastructure to manage traffic when crossing roads or other obstacles;

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

(viii) electricity, water, waste water and telecommunications connections; and

(h) auxiliary cables, fibre optic cables, cable joint bays, cable ducts, kiosks, earthing conductors, transposition boxes, communication links, protective barriers and fencing, warning posts and markers on other buried equipment associated with the laying of underground electrical cables,

together with any part of Work Nos. 3 and 8.

Work No. 3— works to create, enhance and maintain green infrastructure, including—

(a) soft landscaping including planting and vegetation management;

(b) landscape and biodiversity enhancement measures including habitat creation and management; and

(c) permissive routes, public rights of way diversions, signage and information boards.

Work No. 4— intermediate substations including—

(a) substation, switch room buildings, concrete foundations and ancillary equipment including reactive power units;

(b) underground electrical cables to provide connections with Work No. 1 and Work No. 2;

(c) electrical equipment including switchgear, transformers, reactors, transformer bays, feeder bays, cable sealing ends, busbars and ancillary equipment;

(d) control buildings including offices, storage containers and space and welfare facilities, monitoring and control systems, and maintenance compounds;

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

(f) carparking, hardstanding areas and electric vehicle charging points for each intermediate substation,

together with any part of Work Nos. 1, 2, 3(a) and (b) and 8(a), (b) and (c).

Work No. 5A— an energy storage facility comprising—

(a) battery energy storage cells with automatic fire suppression system;

(b) a structure protecting the battery energy storage cells comprised in Work No. 5A(a) and ancillary equipment, being either one container or multiple containers, mounted on a reinforced concrete foundation slab or concrete piling;

(c) interconnection units including heating, ventilation and air conditioning or liquid cooling systems and temperature management either housed within the containers comprised in Work No. 5A(b), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(d) conversion units including inverters, transformers, switchgear and energy management system;

(e) monitoring and control systems housed within a container with Work No. 5A(b) or located separately in its own container or control room;

(f) underground electrical cables to provide connections with Work No. 5B;

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

(h) first responder information and notification kiosks;

(i) electrical cables including connections; and

(j) fire safety infrastructure comprising fire suppression system for the purposes of firefighting comprising fire water tanks and fire water containment,

together with any part of Work Nos. 1, 2, 3 and 8.

Work No. 5B— a substation with works comprising—

(a) an up to 400 kilovolt substation, with associated transformer bays, feeder bays, cable sealing ends, transformers, switchgear buildings, concrete foundations and ancillary equipment including reactive power units;

(b) control building or container relay rooms with associated offices, storage and welfare facilities;

(c) underground electrical cables to provide connections Work No. 2 or Work No. 5A;

(d) electrical equipment including switchgear, transformers, reactors, transformer bays, feeder bays, cable sealing ends, busbars and ancillary equipment;

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

(f) carparking, hardstanding areas and electric vehicle charging points;

(g) installation of electrical equipment within substation compound including cables, indoor and outdoor switchgear and associated busbars, auxiliary control and switch rooms, transformers, gantries; and

(h) first responder information and notification kiosks,

together with any part of Work Nos. 1, 2, 3, 5A and 8.

Work No. 6— works to the existing substation to facilitate connection of the authorised development into the national grid, including—

(a) electrical equipment including switchgear, cable sealing ends, busbars, protection and control equipment, compounds and associated buildings;

(b) earthing works; and

(c) works to lay underground electrical cables,

together with any part of Work Nos. 2, 3 and 8.

Work No. 7— works to the consented BESS to facilitate connection of the authorised development into the national grid, including—

(a) electrical equipment including switchgear, cable sealing ends, busbars, protection and control equipment, compounds and associated buildings;

(b) earthing works;

(c) upgrades to accesses and drainage works; and

(d) works to lay underground electrical cables,

together with any part of Work Nos. 2, 3 and 8.

Work No. 8— works to facilitate access to Work Nos. 1 to 7, including—

(a) creation of accesses from the public highway;

(b) creation and maintenance of visibility splays;

(c) works to street furniture;

(d) works to widen and surface existing highways; and

(e) making and maintaining passing places,

together with any part of Work No. 3.

In connection with and in addition to Work Nos. 1 to 8 further associated development within the Order limits, including—

(a) fencing, gates, stiles, boundary treatments and other means of enclosure;

(b) bunds, embankments, trenching and swales;

(c) works, improvements or extensions to the existing drainage and irrigation system and works to alter the position and extent of such irrigation system;

(d) irrigation infrastructure, surface water drainage systems, runoff outfalls, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage networks;

(e) 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;

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

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

(h) improvement, maintenance, repair and use of existing streets, private tracks and access roads;

(i) laying down, maintenance and repair of new internal access tracks, ramps, means of access, cycle routes and roads, signage and information boards;

(j) temporary footpath diversions;

(k) landscaping;

(l) temporary storage of materials prior to installation;

(m) temporary facilities including—

(i) construction laydown areas;

(ii) horizontal directional drilling compounds;

(iii) areas of hardstanding;

(iv) car parking;

(v) site and welfare offices and workshops;

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

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

(viii) electricity, water, waste water and telecommunications connections;

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

(o) tunnelling, boring and drilling works,

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 of the authorised development which are within the Order limits and fall within the scope of work assessed in the environmental statement.

SCHEDULE 2

Articles 3 and 45

REQUIREMENTS

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

"county authority" means Nottinghamshire County Council being the county authority for the authorised development; and

"planning authority" means Newark and Sherwood District Council being the planning authority for the authorised development.

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.

Phasing of the authorised development and date of final commissioning

3.—(1) No part of the authorised development may commence until a written scheme setting out the phases of construction of the authorised development has been submitted to and approved by the planning authority.

(2) The scheme submitted and approved pursuant to sub-paragraph (1) must be implemented as approved.

(3) Notice of the date of final commissioning with respect to each phase of Work No. 1 must be given to the planning authority within 15 working days of the date of final commissioning for that phase.

Requirement for written approval

4. Where any approval, agreement or confirmation is required under any requirement, that approval, agreement or confirmation must be provided in writing.

Approved details and amendments to them

5.—(1) With respect to the documents certified under article 41 (certification of plans and documents, etc.) and any plans, details or schemes which have been approved pursuant to any requirement (together the "approved documents, plans, details or schemes"), the undertaker may submit to the county authority or the planning authority (as applicable) for approval any amendments to any of the approved documents, plans, details or schemes and, following approval by the county authority or the planning authority (as applicable), and the relevant approved documents, plans, details or schemes is to be taken to include the amendments as so approved pursuant to this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to any of the approved documents, plans, details or schemes must not be given except where it has been demonstrated to the satisfaction of the county authority or the planning authority (as applicable) 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.

Detailed design approval

6.—(1) No phase of the authorised development may commence until details of—

(a) 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,

(h) drainage, water, power and communications cables and pipelines; and

(i) programme for landscaping works,

relating to that phase have been submitted to and approved by the planning authority.

(2) The details submitted must accord with the concept design parameters and principles.

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

Fire safety management

7.—(1) No part of Work No. 5A comprising any part of a battery energy storage system may commence until a fire safety management plan (FSMP) has been submitted to and approved by the county authority.

(2) The FSMP submitted under sub-paragraph (1) must be substantially in accordance with the outline fire safety management plan.

(3) The FSMP must prescribe measures to facilitate safety during the construction, operation and decommissioning of Work No. 5A including the transportation of new, used and replacement battery cells both to and from the authorised development.

(4) The county authority must consult with the Nottinghamshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the FSMP.

(5) The FSMP must be implemented as approved.

Landscape and ecological management plan and biodiversity design strategy

8.—(1) The authorised development must not commence until a biodiversity design strategy has been submitted to and approved by the planning authority, such approval to be in consultation with the Environment Agency, the county authority and the statutory nature conservation body.

(2) The biodiversity design strategy must include details of how the strategy will secure a biodiversity net gain for all of the authorised development during the operation of the authorised development of at least 40% in area-based habitat units, at least 17% in hedgerow units, and at least 10% in watercourse units, using the Department of Environment, Food and Rural Affairs' statutory biodiversity metric (version 1.0.3) to calculate those percentages.

(3) The biodiversity design 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.

(4) No phase of the authorised development may commence until a written landscape and ecological management plan for that phase has been submitted to and approved by the planning authority.

(5) The written landscape and ecological management plan for each phase of the authorised development submitted under sub-paragraph (4) must—

(a) be substantially in accordance with the outline landscape and ecological management plan, the biodiversity design strategy approved pursuant to sub-paragraph (1) and the concept design parameters and principles;

(b) provide details of the proposed hard and soft landscape and biodiversity enhancement works including (in so far as is relevant)—

(i) surveys, assessments and method statements;

(ii) location, number, species, size, plant protection measures and planting density of any proposed planting and the location of areas to be seeded;

(iii) cultivation, importing of materials and other operations to ensure plant establishment; and

(iv) implementation timetables for all landscape and biodiversity enhancement works; and

(c) provide details of how the landscape and biodiversity enhancement measures will be managed and maintained during the operation of the authorised development.

(6) All landscape and biodiversity enhancement works associated with the authorised development in each phase must be carried out in accordance with the approved landscape and ecological management plan for that phase.

(7) All permitted preliminary works must be carried out in accordance with the outline landscape and ecological management plan.

Fencing and other means of enclosure

9.—(1) No phase 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 outline construction environmental management plan, for that phase have been submitted to and approved by the planning authority, in consultation with the Environment Agency.

(2) No phase of the authorised development may commence until written details of all permanent fences, walls or other means of enclosure for that phase have been submitted to and approved by the planning authority, in consultation with the Environment Agency.

(3) Any construction site must remain securely fenced in accordance with the approved details under paragraph 9(1) at all times during construction of the authorised development.

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

(5) Prior to the date of final commissioning of any phase, any permanent fencing, walls or other means of enclosure for a phase of development approved pursuant to sub-paragraph (2) must be completed and properly maintained for the operational lifetime of the part of the authorised development enclosed by the permanent fencing, walls or other means of enclosure.

Surface and foul water drainage

10.—(1) No phase of the authorised development may commence until details of the surface water drainage strategy (including the results of the infiltration testing) and (if any) foul water drainage system (including means of pollution control) for that phase (which shall be substantially in accordance with the flood risk assessment) have been submitted to and approved by the county authority, such approval to be in consultation with the planning authority, internal drainage board, the Environment Agency and Severn Trent Water (in respect of its sewerage undertaker functions).

(2) Any strategy approved pursuant to sub-paragraph (1) must be implemented as approved and maintained throughout the construction and operation of the authorised development.

Archaeology

11.—(1) No phase of the authorised development may commence until the details specified in sub-paragraph (2) for that phase have been submitted to and approved by the county authority, in consultation with the planning authority.

(2) The details for each phase to be submitted pursuant to sub-paragraph (1) must—

(a) include a written scheme for the investigation of areas of archaeological interest within that phase;

(b) identify any areas where a programme of archaeological investigation is required within that phase and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found; and

(c) be substantially in accordance with the outline archaeological mitigation strategy.

(3) Any archaeological works or programme of archaeological investigation carried out pursuant to the details approved under sub-paragraph (1) must be carried out by an organisation registered with the Chartered Institute for Archaeologists or by a member of that Institute.

(4) Any archaeological works or programme of archaeological investigation for a phase of the authorised development must be carried out in accordance with the details approved pursuant to sub-paragraph (1) for that phase.

(5) All permitted preliminary works must be carried out in accordance with the outline archaeological mitigation strategy.

Construction environmental management plan

12.—(1) No phase of the authorised development may commence until a construction environmental management plan for that phase has been submitted to and approved by the planning authority, in consultation with the Environment Agency and, in relation to sustainable drainage systems measures, the county authority.

(2) The construction environmental management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline 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.

(4) All permitted preliminary works must be carried out in accordance with the outline construction environmental management plan.

Operational environmental management plan

13.—(1) Prior to the date of final commissioning for any phase, an operational environmental management plan for that phase must be submitted to and approved by the planning authority, in consultation with the county authority and the Environment Agency.

(2) The operational environmental management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline operational environmental management plan.

(3) The operation of the authorised development must be carried out in accordance with the approved operational environmental management plan.

Construction traffic management plan

14.—(1) No phase of the authorised development may commence until a construction traffic management plan for that phase has been submitted to and approved by the county authority, in consultation with National Highways.

(2) The construction traffic management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline construction traffic management plan and must be implemented as approved.

Operational noise

15.—(1) No part of work numbers 1, 4, 5A, 5B, 6 or 7 shall come into operation until an operational noise assessment has been submitted to and approved in writing by the planning authority.

(2) The assessment shall—

(a) be based on the final specification and layout of plant and equipment;

(b) demonstrate compliance with the rating levels set out in sub-paragraph (4); and

(c) identify any mitigation measures required to achieve compliance.

(3) The authorised development shall be operated in accordance with the approved assessment and any mitigation measures therein, which shall be implemented prior to first export of electricity and maintained for the lifetime of the authorised development.

(4) The rating level (LAr) of noise from the operation of the authorised development shall not exceed 35 dB LAr or 5 dB above the background noise level (whichever is greater), subject to an upper limit of 50 dB LAr for any one hour period between 0700 and 2300 and 40 dB LAr for any fifteen minute period between 2300 and 0700, when determined one metre freefield external to any window or door of any existing permanent residential premises using the definitions and methods described in BS4142:2014+A1:2019.

(5) In the event that noise complaints are received and substantiated by the planning authority (acting reasonably) following the authorised development becoming operational, the undertaker

shall, upon reasonable request by the planning authority, submit a further operational noise impact assessment. The assessment shall—

(a) include attended measurements at or near the affected receptor(s);

(b) include comparison with predicted noise levels and BS4142 assessment;

(c) identify whether the operational noise is resulting in adverse impacts; and

(d) where necessary, include details of mitigation measures and a timetable for implementation.

(6) Any approved mitigation shall be implemented in accordance with the agreed timetable and shall remain in place for the lifetime of the authorised development.

Ground conditions

16.—(1) No phase of the authorised development may commence until a written strategy in relation to the identification and remediation of any risks associated with contamination for that phase detailed in any desk top study and/or preliminary risk assessment and which has been identified as more than a low level of risk has been submitted to and approved by the planning authority, in consultation with the Environment Agency.

(2) If, during the carrying out of the authorised development, contamination not previously identified is found to be present no further development (unless otherwise agreed with the planning authority) may be carried out on the areas on which the contamination has been found until a remediation strategy detailing how such contamination must be dealt with has been submitted to and approved by the planning authority, in consultation with the Environment Agency.

(3) The authorised development must be carried out in accordance with the strategy approved pursuant to sub-paragraph (1) and any remediation strategy approved pursuant to sub-paragraph (2).

Skills, supply chain and employment

17.—(1) No phase of the authorised development may commence until a skills, supply chain and employment plan in relation to that phase has been submitted to and approved by the planning authority.

(2) The skills, supply chain and employment plan submitted under sub-paragraph (1) must be substantially in accordance with the outline skills, supply chain and employment plan.

(3) The skills, supply chain and employment plan must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with the construction, operation and decommissioning of the authorised development, and the means for publicising such opportunities.

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

Recreational enhancements and routes

18.—(1) No phase of the authorised development may commence until a recreational routes management plan in relation to that phase has been submitted to and approved by the county authority.

(2) The recreational routes management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline recreational routes management plan.

(3) The recreational routes management plan must be implemented as approved.

(4) Where a phase of the authorised development includes a permissive route, the permissive route must be provided and open to the public prior to the date of final commissioning in respect of that phase.

Decommissioning and restoration

19.—(1) Not less than 6 months before the 40th anniversary of the earlier of the date—

(a) on which the final phase of the authorised development; or

(b) 3 years following the date on which the first phase of the authorised development,

first exports electricity on a commercial basis (as notified to the planning authority pursuant to requirement 3(2)), a decommissioning and restoration plan must be submitted to the planning authority for its approval, in consultation with the county authority, National Highways and the Environment Agency.

(2) The decommissioning and restoration plan must be substantially in accordance with the outline decommissioning and restoration plan.

(3) The decommissioning and restoration plan submitted and approved pursuant to sub-paragraph (1) must be implemented as approved.

(4) Within 28 days of permanently ceasing operations in any phase the undertaker must notify the planning authority in writing of the date it permanently ceased operations for that phase.

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

Soil management

20.—(1) No phase of the authorised development may commence until a soil management plan in relation to that phase has been submitted to and approved by the planning authority, in consultation with Natural England.

(2) The soil management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline soil management plan.

(3) The soil management plan for each phase must be implemented as approved.

Community liaison

21.—(1) No phase of the authorised development may commence until a community liaison management plan has been submitted to and approved by the planning authority.

(2) The community liaison management plan to which sub-paragraph (1) refers shall include—

(a) contact details for the primary personnel employed by the undertaker for the purposes of community liaison from time to time;

(b) a communication strategy for engaging members of the public and interest groups; and

(c) details of the frequency and method of communicating updates.

(3) The community liaison management plan must be implemented as approved prior to commencement of the authorised development.

Glint and glare mitigation strategy

22.—(1) No phase of the authorised development may commence until a glint and glare mitigation strategy for that phase has been submitted to and approved by the planning authority and National Highways (in consultation with the Nottinghamshire County Council) in respect of matters which concern the strategic road network, .

(2) The glint and glare mitigation strategy submitted in accordance with sub-paragraph (1) must be implemented as approved.

Long-term flood risk mitigation

23.—(1) If any part of Work No. 1 is still in operation on 1 January 2069, the undertaker must notify the planning authority and the Environment Agency whether it anticipates that the operation of Work No. 1 will continue after 31 January 2069.

(2) If a notification under sub-paragraph (1) indicates that the undertaker anticipates that the operation of any part of Work No. 1 will continue after 31 January 2069, it must submit to the planning authority (following consultation with the Environment Agency)—

(a) an updated flood risk assessment of the flood risk arising from the continued operation of that part of Work No. 1 after 31 December 2069;

(b) the details of any mitigation or compensation measures that the flood risk assessment under sub-paragraph (a) recommends are necessary;

(c) the implementation timetable, including identifying the need for (but not requiring a specific programme for the obtaining of) any consents, for any measures identified under sub-paragraph (b); and

(d) retention proposals for any measures identified under sub-paragraph (b) for the remaining lifetime of the authorised development,

unless otherwise agreed by the planning authority, in consultation with the Environment Agency.

(3) The undertaker must implement the measures approved under sub-paragraph (2)(b) in accordance with the implementation timetable approved under sub-paragraph (2)(c) no later than 31 December 2069 or such other time period as is agreed with the planning authority in consultation with the Environment Agency and must retain them for the lifetime of that part of Work No. 1 in accordance with the retention proposals approved under sub-paragraph (2)(d).

(4) The undertaker must not continue operation of Work No. 1 beyond 31 December 2069 unless the planning authority has given its approval following consultation with the Environment Agency under sub-paragraph (2) and the undertaker has complied with sub-paragraph (3) unless otherwise agreed by the planning authority, in consultation with the Environment Agency.

Grid connection optionality

24.—(1) Prior to commencing any part of Work No. 6 or Work No. 7, the undertaker shall notify the planning authority of whether the authorised development will connect directly into the existing substation or via the substation associated with the consented BESS.

(2) The works required to connect into the national grid shall only proceed in accordance with notice to which sub-paragraph (1) refers.

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

25. In this Part of this Schedule—

"appeal documentation" means a written statement of appeal which describes the nature of the differences between the parties, the factual issues, the undertaker's case and evidence relied on;

"business day" means a day other than a Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971(**a**);

"relevant authority" means any person, authority or body, other than the Secretary of State, named in any of the provisions of this Order and whose consent, agreement or approval is sought; and

(**a**) 1971 c. 80.

"requirement consultee" means any body or authority named in a requirement as a body to be consulted by the planning authority or the county authority (as applicable) in discharging that requirement.

Applications made under provisions of this Order

26.—(1) Where an application has been made to the relevant authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order (including consent, agreement or approval in respect of part of a requirement or a document referred to in any requirement or a document approved pursuant to any requirement) the relevant authority must give notice to the undertaker of their decision on the application within—

(a) in respect of all provisions (including the requirements in Part 1 of this Schedule) a period of ten weeks beginning with the day immediately following that on which the application is received by the relevant authority;

(b) where further information is requested under paragraph 3 of this Part of this Schedule (further information and consultation), a period of ten weeks beginning with the day immediately following that on which further information has been supplied by the undertaker; or

(c) such period that is longer than the periods in sub-paragraphs (a) or (b) as may be agreed in writing by the undertaker and the relevant authority before the end of such period.

(2) In determining any application made to the relevant authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order (including consent, agreement or approval in respect of part of a requirement), the relevant authority may—

(a) give or refuse its consent, agreement or approval; or

(b) give its consent, agreement or approval subject to reasonable conditions,

and where consent, agreement or approval is refused or granted subject to reasonable conditions the relevant authority must provide its reasons for that decision within the notice of the decision.

(3) Subject to sub-paragraph (4), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (1), the relevant 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) Where an application has been made to the relevant authority for any consent, agreement or approval required by a requirement included in this Order, and—

(a) the relevant authority does not determine the application within the period set out in sub-paragraph (1) and such application is accompanied by a report 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; or

(b) the relevant authority determines during the period set out in sub-paragraph (1) that it considers that the subject matter of such application will 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 authority at the end of that period.

(5) The undertaker must include in any application made to the relevant authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order a statement that the provisions of sub-paragraph (3) apply and, if the application fails to do so, it is to be null and void.

Further information and consultation

27.—(1) In relation to any application made under paragraph 2 of this Part, the relevant 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 authority considers additional 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 authority must, within 14 business days of receipt of the application, notify the undertaker in writing specifying the additional further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within five business days of receipt of the application, and must notify the undertaker in writing specifying any additional further information requested by the requirement consultee within 14 business days of receipt of the application.

(4) In the event that the relevant authority does not give notification as specified in sub-paragraph (2) or (3) it is to be deemed to have sufficient information to consider the application and is not thereafter entitled to request additional further information without the prior agreement of the undertaker.

Appeals

28.—(1) The undertaker may appeal in the event that—

(a) the relevant authority refuses (including a deemed refusal pursuant to paragraph 2(4) of this Part) an application for any consent, agreement or approval required by an article or requirement included in this Order or grants it subject to conditions;

(b) on receipt of a request for further information pursuant to paragraph 3 of this Part the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or

(c) on receipt of any further information requested, the relevant 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 appeal process is to be as follows—

(a) any appeal by the undertaker must be made within 30 business days of the date of the notice of the decision or determination (or the date of any deemed decision or determination) 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 authority and any consultee required to be consulted pursuant to the provision of this Order which is the subject of the appeal (together with the undertaker, these are the "appeal parties");

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent, the date of such notification being the "start date" for the purposes of this sub-paragraph (2);

(d) the relevant authority and any consultee required to be consulted pursuant to the provision of this Order which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within 20 business 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 must make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above; and

(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 business days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (e).

(3) The appointment of the person pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal he must, notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required pursuant to sub-paragraph (4) must be provided by the appeal parties to the appointed person 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 any written representations on the submitted further information to the appointed person within 10 business days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(d) to (2)(f).

(6) On an appeal under this paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision or determination of the relevant authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(8) 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 the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this Part of this Schedule, it is to be deemed to be an approval as if it had been given by the relevant authority. The relevant authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the relevant authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

Fees

29. Where an application is made to the discharging authority for agreement or approval in respect of a requirement the fee for the discharge of conditions as specified in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012(**a**) (or any regulations replacing the same) is to be paid by the undertaker to the discharging authority in accordance with these regulations unless a bespoke arrangement has been agreed between the Applicant and discharging authority and legally secured.

(**a**) S.I. 2012/2920.

SCHEDULE 3

Article 10

STREETS SUBJECT TO STREET WORKS

Interpretation

1. In this Schedule "cable works" means works to place, retain and maintain underground electrical and communications apparatus.

(1) *Area*	*(2)* *Street name and maintenance*	*(3)* *Description of alteration*
Newark and Sherwood District	Staythorpe Road	Cable works beneath the width of the highway for the length shown in purple on sheet 1 of the streets and access plans, reference SW-1
Newark and Sherwood District	A617	Cable works beneath the width of the highway for the length shown in purple on sheet 2 of the streets and access plans, reference SW-2
Newark and Sherwood District	Cold Harbour Lane	Cable works beneath the width of the highway for the length shown in purple on sheets 3 and 5 of the streets and access plans, reference SW-13
Newark and Sherwood District	Caunton Road	Cable works beneath the width of the highway for the length shown in purple on sheet 8 of the streets and access plans, reference SW-3
Newark and Sherwood District	Winkburn Road	Cable works beneath the width of the highway for the length shown in purple on sheet 11 and 12 of the streets and access plans, reference SW-14
Newark and Sherwood District	Maplebeck Road	Cable works beneath the width of the highway for the length shown in purple on sheet 14 of the streets and access plans, reference SW-4
Newark and Sherwood District	A616	Cable works beneath the width of the highway for the length shown in purple on sheet 17 of the streets and access plans, reference SW-5
Newark and Sherwood District	Norwell Woodhouse Road	Cable works beneath the width of the highway for the length shown in purple on sheet 17 of the streets and access plans, reference SW-6
Newark and Sherwood District	Newark Road	Cable works beneath the width of the highway for the length shown in purple on sheet 19 of the streets and access plans, reference SW-12

Newark and Sherwood District	Kersall Road	Cable works beneath the width of the highway for the length shown in purple on sheet 17 and 21 of the streets and access plans, reference SW-8
Newark and Sherwood District	Norwell Road	Cable works beneath the width of the highway for the length shown in purple on sheet 20 and 21 of the streets and access plans, reference SW-7
Newark and Sherwood District	Kersall Road	Cable works beneath the width of the highway for the length shown in purple on sheet 21 and 22 of the streets and access plans, reference SW-15
Newark and Sherwood District	Kersall Road	Cable works beneath the width of the highway for the length shown in purple on sheet 21 and 22 of the streets and access plans, reference SW-16
Newark and Sherwood District	Ossington Road	Cable works beneath the width of the highway for the length shown in purple on sheet 23 of the streets and access plans, reference SW-9
Newark and Sherwood District	Moorhouse Road	Cable works beneath the width of the highway for the length shown in purple on sheet 24 of the streets and access plans, reference SW-10
Newark and Sherwood District	Moorhouse Road	Cable works beneath the width of the highway for the length shown in purple on sheet 24 of the streets and access plans, reference SW-17
Newark and Sherwood District	Ossington Lane	Cable works beneath the width of the highway for the length shown in purple on sheet 29 of the streets and access plans, reference SW-11
Newark and Sherwood District	Ossington Road	Cable works beneath the width of the highway for the length shown in purple on sheet 31 of the streets and access plans, reference SW-18
Newark and Sherwood District	Ossington Road	Cable works beneath the width of the highway for the length shown in purple on sheet 32 of the streets and access plans, reference SW-19

SCHEDULE 4

Articles 12 and 13

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street name and maintenance*	*(3)* *Description of alteration*
Newark and Sherwood District	A617	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 2 of the streets and access plans, reference AS-A1
Newark and Sherwood District	Broadgate Lane	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 7 of the streets and access plans, reference AS-A16
Newark and Sherwood District	Caunton Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 8 of the streets and access plans, reference AS-A3
Newark and Sherwood District	Maplebeck Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 10, 11 and 14 of the streets and access plans, reference AS-A4
Newark and Sherwood District	A616	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 17 of the streets and access plans, reference AS-A7
Newark and Sherwood District	Norwell Woodhouse Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 17 of the streets and access plans, reference AS-A17
Newark and Sherwood District	Newark Road	Works for the provision of a permanent means of access to the authorised development

		within the area shown hatched orange on sheet 17 of the streets and access plans, reference AS-A5
Newark and Sherwood District	Newark Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 17 of the streets and access plans, reference AS-A6
Newark and Sherwood District	Kersall Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 21 of the streets and access plans, reference AS-A8
Newark and Sherwood District	Kersall Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 21 and 22 of the streets and access plans, reference AS-A18
Newark and Sherwood District	Kersall Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 21 and 22 of the streets and access plans, reference AS-A9
Newark and Sherwood District	Moorhouse Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 24 of the streets and access plans, reference AS-A10
Newark and Sherwood District	Moorhouse Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 24 of the streets and access plans, reference AS-A19
Newark and Sherwood District	Moorhouse Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 25 of the streets and access plans, reference AS-A11
Newark and Sherwood District	Moorhouse Road	Works for the provision of a permanent passing place shown hatched orange on sheet

		25 of the streets and access plans, reference AS-P14
Newark and Sherwood District	Moorhouse Road	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P15
Newark and Sherwood District	Moorhouse Road	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P16
Newark and Sherwood District	Moorhouse Road	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P17
Newark and Sherwood District	Weston Road	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P18
Newark and Sherwood District	Weston Road	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P19
Newark and Sherwood District	Weston Road	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P20
Newark and Sherwood District	Weston Road	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P21
Newark and Sherwood District	Ossington Lane	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 28 and 29 of the streets and access plans, reference AS-A12
Newark and Sherwood District	Ossington Lane	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P22
Newark and Sherwood District	Ossington Lane	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P23
Newark and Sherwood District	Ossington Lane	Works for the provision of a permanent passing place

		shown hatched orange on sheet 26 of the streets and access plans, reference AS-P24
Newark and Sherwood District	Ossington Lane	Works for the provision of a permanent passing place shown hatched orange on sheet 26 of the streets and access plans, reference AS-P25
Newark and Sherwood District	Ossington Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 31 of the streets and access plans, reference AS-A13
Newark and Sherwood District	Ossington Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 31 of the streets and access plans, reference AS-A14
Newark and Sherwood District	Carlton Lane	Works for the provision of a permanent passing place shown hatched orange on sheet 32 of the streets and access plans, reference AS-P27
Newark and Sherwood District	Carlton Lane	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 32 of the streets and access plans, reference AS-A15
Newark and Sherwood District	Unnamed Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 33 and 34 of the streets and access plans, reference AS-A2

PART 2

TEMPORARY ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street name*	*(3)* *Description of alteration*
Newark and Sherwood District	Caunton Road	Works for the provision of a temporary passing place along Caunton Road, area shown hatched blue on sheet 8 of the streets and access plans, reference AS-P1
Newark and Sherwood District	Caunton Road	Works for the provision of a

		temporary passing place along Caunton Road, area shown hatched blue on sheet 10 of the streets and access plans, reference AS-P2
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 14 of the streets and access plans, reference AS-P3
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 14 of the streets and access plans, reference AS-P4
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 14 of the streets and access plans, reference AS-P5
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 14 of the streets and access plans, reference AS-P6
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 14 of the streets and access plans, reference AS-P7
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 14 of the streets and access plans, reference AS-P8
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 18 of the streets and access plans, reference AS-P9
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown hatched blue on sheet 18 of the streets and access plans, reference AS-P10
Newark and Sherwood District	Maplebeck Road	Works for the provision of a temporary passing place along Maplebeck Road, area shown

		hatched blue on sheet 18 of the streets and access plans, reference AS-P11
Newark and Sherwood District	Newark Road	Works for the provision of a temporary passing place along Newark Road, area shown hatched blue on sheet 19 of the streets and access plans, reference AS-P12
Newark and Sherwood District	Newark Road	Works for the provision of a temporary passing place along Newark Road, area shown hatched blue on sheet 19 of the streets and access plans, reference AS-P13
Newark and Sherwood District	Ossington Road	Works for the provision of a temporary passing place along Newark Road, area shown hatched blue on sheet 31 of the streets and access plans, reference AS-P26

SCHEDULE 5

Articles 14 and 15

STREETS AND PUBLIC RIGHTS OF WAY

PART 1

TEMPORARY PROHIBITION OR RESTRICTION OF THE USE OF STREETS

(1) *Area*	*(2)* *Road name, number and length*	*(3)* *Measure*
Newark and Sherwood District	Cold Harbour Lane From its junction with the A617 (reference RC1A) in a generally northern direction for a distance of 425 metres (to reference RC1B) as shown on sheet 5 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker
Newark and Sherwood District	Newark Road From its junction with Broading Lane (reference RC2A) in a generally easterly direction for a distance of 1,240 metres (to reference RC2B) as shown on sheet 19 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker
Newark and Sherwood District	Kersall Road From its junction with the A616 (reference RC3A) in a generally easterly direction for a distance of 530 metres (to	Closed to all traffic save for traffic under the direction of the undertaker

	reference RC3B) as shown on sheet 15 and 21 of the traffic regulation measures plan	
Newark and Sherwood District	Norwell Road From its junction with Kersall Road (reference RC4A) in a generally easterly direction for a distance of 525 metres (to reference RC4B) as shown on sheet 21 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker
Newark and Sherwood District	Kersall Road From its junction with Norwell Road (reference RC5A) in a generally northerly direction for a distance of 830 metres (to reference RC5B) as shown on sheet 21 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker
Newark and Sherwood District	Kersall Road From its junction with Ossington Road (reference RC6A) in a generally southerly direction for a distance of 325 metres (to reference RC6B) as shown on sheet 21 and 22 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker
Newark and Sherwood District	Moorhouse Road From a point 210 metres north of its junction with Main Street (reference RC7A) in a generally northerly direction for a distance of 1,130 metres (to reference RC7B) as shown on sheet 24 and 30 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker
Newark and Sherwood District	Ossington Lane From a point 480 metres north of its junction with Ossington Road (reference RC8A) in a generally southerly direction for a distance of 400 metres (to reference RC8B) as shown on sheet 29 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker
Newark and Sherwood District	Carlton Lane From its junction with Ossington Road (reference RC9A) in a generally northerly direction for a distance of 510 metres (to reference RC9B) as shown on sheet 32 of the traffic regulation measures plan	Closed to all traffic save for traffic under the direction of the undertaker

PART 2

TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY WITH DIVERSION

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure and diversion*
Newark and Sherwood District	NT/Sutton On Trent/BW14 Approximately 1.07 kilometres of the 1.22 kilometre route to be closed between the points marked ST-BW14-a and ST-BW14-b as shown on sheet 29 of the public rights of way and permissive routes plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken brown line and diverted along a route shown with a solid dark yellow line on sheet 29 of the public rights of way and permissive routes plan for the purposes of construction and decommissioning of the authorised development

PART 3

PUBLIC RIGHTS OF WAY TO BE PERMANENTLY CLOSED AND DIVERTED

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure and diversion*
Newark and Sherwood District	NT/Averham/FP6 Approximately 1.33 kilometres of the 1.78 kilometre route to be closed between the points marked AV-FP6-a and AV-FP-6-b for approximately 767 metres and AV-FP6-c and AV-FP6-d for approximately 567 metres as shown on sheet 2 of the public rights of way and permissive routes plan	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken light blue line and diverted along a route between the points marked AV-FP6-a and AV-FP6-d, shown with a broken dark blue line on sheet 2 of the public rights of way and permissive routes plan
Newark and Sherwood District	NT/Carlton-on-Trent/FP6 Approximately 347 metres of the 732 metre route to be closed between the points marked CT-FP6-a and CT-FP6-b as shown on sheet 32 of the public rights of way and permissive routes plan	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken light blue line and diverted along a route between the points marked CT-FP6-a and CT-FP6/10-c and then CT-FP10-a and CT-FP6/10-d, shown with a broken dark blue line on sheet 32 of the public rights of way and permissive routes plan
Newark and Sherwood District	NT/Carlton-on-Trent/FP10 Approximately 333 metres of the 346 metre route to be closed between the points marked CT-FP10-a and CT-	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken light blue line and

	FP10-b,as shown on sheet 32 of the public rights of way and permissive routes plan	diverted along a route between the points marked CT-FP6-a and CT-FP6/10-c and then CT-FP10-a and CT-FP6/10-d, shown with a broken dark blue line on sheet 32 of the public rights of way and permissive routes plan
Newark and Sherwood District	NT/Laxton and Moorhouse/FP11 Approximately 186 metres of the 989 metre route to be closed between the points marked LM-FP11-a and LM-FP11-b as shown on sheet 25 of the public rights of way and permissive routes plan	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken light blue line and diverted along a route between the points marked LM-FP11-a and LM-FP11-b, shown with a broken dark blue line on sheet 25 of the public rights of way and permissive routes plan
Newark and Sherwood District	NT/Weston/FP10 Approximately 425 metres of the 761 metre route to be closed between the points marked W-FP10-a and W-FP10-b as shown on sheets 25 and 26 of the public rights of way and permissive routes plan	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken light blue line and diverted along a route between the points marked W-FP10-a and W-FP10-b, shown with a broken dark blue line on sheets 25 and 26 of the public rights of way and permissive routes plan
Newark and Sherwood District	NT/Eakring/FP13 Approximately 166 metres of the 769 metre route to be closed between the points marked EK-FP13-a and EK-FP13-b as shown on sheet 19 of the public rights of way and permissive routes plan	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken light blue line and diverted along a route between the points marked EK-FP13-a and EK-FP13-b, shown with a broken dark blue line on sheet 19 of the public rights of way and permissive routes plan
Newark and Sherwood District	NT/Eakring/FP14 Approximately 541 metres of the 571 metre route would be closed between the points marked EK-FP14-a and EK-FP14-b as shown on sheet 19 of the public rights of way and permissive routes plan	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a broken light blue line and diverted along a route between the points marked EK-FP14-a and EK-FP14-c, shown with a broken dark blue line on sheet 19 of the public rights of way and permissive routes plan
Newark and Sherwood District	NT/Kelham/FP7A The entire 189 metre route to be closed between the points marked K-FP7A-a and K-	Permanently closed to all traffic save for traffic under the direction of the undertaker along a route shown with a

	FP7A-b as shown on sheets 4 and 7 of the public rights of way and permissive routes plan	broken light blue line and diverted along a route between the points marked K-FP7A-a and K-FP7A-c, shown with a broken dark blue line on sheets 4 and 7 of the public rights of way and permissive routes plan

SCHEDULE 6

Article 16

ACCESS TO WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Description of means of access*
Newark and Sherwood District	A617	The provision of a permanent means of access to the authorised development from the northern side of the A617 between the points marked PA1-1 and PA1-2 on sheet 2 of the streets and access plans
Newark and Sherwood District	Broadgate Lane	The provision of a permanent means of access to the authorised development from the southern side of Broadgate Lane between the points marked SA2-1 and SA2-2 on sheet 7 of the streets and access plans
Newark and Sherwood District	Broadgate Lane	The provision of a permanent means of access to the authorised development from the northern side of Broadgate Lane between the points marked SA3-1 and SA3-2 on sheet 7 of the streets and access plans
Newark and Sherwood District	Caunton Road	The provision of a permanent means of access to the authorised development from the western side of Caunton Road between the points marked PA3-1 and PA3-2 on sheet 8 of the streets and access plans
Newark and Sherwood District	Maplebeck Road	The provision of a permanent means of access to the authorised development from the southern side of Maplebeck Road between the points marked PA4-1 and PA4-2 on sheet 11 of the streets and access plans
Newark and Sherwood District	Norwell Woodhouse Road	The provision of a permanent

		means of access to the authorised development from the western side of Norwell Woodhouse Road between the points marked SA10-1 and SA10-2 on sheet 17 of the streets and access plans
Newark and Sherwood District	Norwell Woodhouse Road	The provision of a permanent means of access to the authorised development from the eastern side of Norwell Woodhouse Road between the points marked SA11-1 and SA1-2 on sheet 17 of the streets and access plans
Newark and Sherwood District	A616	The provision of a permanent means of access to the authorised development from the western side of the A616 between the points marked PA7-1 and PA7-2 on sheet 17 of the streets and access plans
Newark and Sherwood District	A616	The provision of a permanent means of access to the authorised development from the eastern side of the A616 between the points marked PA8-1 and PA8-2 on sheet 17 of the streets and access plans
Newark and Sherwood District	Newark Road	The provision of a permanent means of access to the authorised development from the southern side of Newark Road between the points marked PA5-1 and PA5-2 on sheet 19 of the streets and access plans
Newark and Sherwood District	Newark Road	The provision of a permanent means of access to the authorised development from the northern side of Newark Road between the points marked SA8-1 and SA8-2 on sheet 19 of the streets and access plans
Newark and Sherwood District	Newark Road	The provision of a permanent means of access to the authorised development from the southern side of Newark Road between the points marked PA6-1 and PA6-2 on sheet 19 of the streets and access plans
Newark and Sherwood District	Newark Road	The provision of a permanent means of access to the authorised development from

		the southern side of Newark Road between the points marked SA9-1 and SA9-2 on sheet 19 of the streets and access plans
Newark and Sherwood District	Kersall Road	The provision of a permanent means of access to the authorised development from the southern side of Kersall Road between the points marked PA9-1 and PA9-2 on sheet 21 of the streets and access plans
Newark and Sherwood District	Kersall Road	The provision of a permanent means of access to the authorised development from the northern side of Kersall Road between the points marked SA12-1 and SA12-2 on sheet 21 of the streets and access plans
Newark and Sherwood District	Kersall Road	The provision of a permanent means of access to the authorised development from the southern side of Kersall Road between the points marked SA13-1 and SA13-2 on sheet 21 of the streets and access plans
Newark and Sherwood District	Kersall Road	The provision of a permanent means of access to the authorised development from the northern side of Kersall Road between the points marked SA14-1 and SA14-2 on sheet 21 of the streets and access plans
Newark and Sherwood District	Kersall Road	The provision of a permanent means of access to the authorised development from the western side of Kersall Road between the points marked PA10-1 and PA10-2 on sheet 21 of the streets and access plans
Newark and Sherwood District	Kersall Road	The provision of a permanent means of access to the authorised development from the eastern side of Kersall Road between the points marked SA15-1 and SA15-2 on sheet 21 of the streets and access plans
Newark and Sherwood District	Kersall Road	The provision of a permanent means of access to the authorised development from

		the western side of Kersall Road between the points marked SA16-1 and SA16-2 on sheet 21 of the streets and access plans
Newark and Sherwood District	Moorhouse Road	The provision of a permanent means of access to the authorised development from the western side of Moorhouse Road between the points marked PA11-1 and PA11-2 on sheet 24 of the streets and access plans
Newark and Sherwood District	Moorhouse Road	The provision of a permanent means of access to the authorised development from the western side of Moorhouse Road between the points marked SA20-1 and SA20-2 on sheet 24 of the streets and access plans
Newark and Sherwood District	Moorhouse Road	The provision of a permanent means of access to the authorised development from the eastern side of Moorhouse Road between the points marked SA21-1 and SA21-2 on sheet 24 of the streets and access plans
Newark and Sherwood District	Moorhouse Road	The provision of a permanent means of access to the authorised development from the eastern side of Moorhouse Road between the points marked PA12-1 and PA12-2 on sheet 25 of the streets and access plans
Newark and Sherwood District	Ossington Lane	The provision of a permanent means of access to the authorised development from the northern side of Ossington Lane between the points marked PA13-1 and PA13-2 on sheet 28 of the streets and access plans
Newark and Sherwood District	Ossington Road	The provision of a permanent means of access to the authorised development from the northern side of Ossington Road between the points marked PA14-1 and PA14-2 on sheets 31 of the streets and access plans
Newark and Sherwood District	Ossington Road	The provision of a permanent means of access to the authorised development from

		the southern side of Ossington Road between the points marked PA15-1 and PA15-2 on sheet 31 of the streets and access plans
Newark and Sherwood District	Ossington Road	The provision of a permanent means of access to the authorised development from the northern side of Road between the points marked PA16-1 and PA16-2 on sheet 31 the streets and access plans
Newark and Sherwood District	Carlton Lane	The provision of a permanent means of access to the authorised development from the western side of Carlton Lane between the points marked PA17-1 and PA17-2 on sheet 32 of the streets and access plans
Newark and Sherwood District	Carlton Lane	The provision of a permanent means of access to the authorised development from the eastern side of Carlton Lane between the points marked SA22-1 and SA22-2 on sheet 32 of the streets and access plans
Newark and Sherwood District	Unnamed Road	The provision of a permanent means of access to the authorised development from the southern side of Unnamed Road between the points marked SA23-1 and SA23-2 on sheet 33 of the streets and access plans
Newark and Sherwood District	Unnamed Road	The provision of a permanent means of access to the authorised development from the northern side of Unnamed Road between the points marked SA24-1 and SA24-2 on sheet 33 and 34 of the streets and access plans

SCHEDULE 7

Article 18

TRAFFIC REGULATION MEASURES

PART 1

TEMPORARY SPEED LIMITS

(1)	*(2)*	*(3)*

Area	*Road name, number and length*	*Temporary speed limit*
Newark and Sherwood District	A617 From a point 610 metres in a generally northerly direction from its junction with Staythorpe Road (reference SL1B) for a distance of 425 metres in a generally northerly direction (to reference SL1A) as shown on sheet 2 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Broadgate Lane From a point 820 metres in a generally westerly direction from its junction with Cold Harbour Lane (reference SL2B) for a distance of 400 metres in a generally northerly direction (to reference SL2A) as shown on sheet 7 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Caunton Road From a point 2,290 metres in a generally northerly direction from its junction with the A617 (reference SL3A) for a distance of 650 metres in a generally northerly direction (to reference SL3B) as shown on sheet 8 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Maplebeck Road From a point 1,430 metres in a generally westerly direction from its junction with the A617 (reference SL4A) for a distance of 3,430 metres in a generally westerly direction (to reference SL4B) as shown on sheet 10, 14 and 18 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Maplebeck Road From a point 300 metres in a generally easterly direction from its junction with Broading Lane (reference SL5B) for a distance of 1,390 metres in a generally westerly direction (to reference SL5A) as shown on sheet 19 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Norwell Woodhouse Road From a point at its junction with the A616 (reference	30 miles per hour

	SL6A) in a generally northerly direction for a distance of 585 metres in a generally northerly direction (to reference SL6B) as shown on sheet 16 and 17 of the traffic regulation measures plan	
Newark and Sherwood District	A616 From a point 35 metres in a generally northerly direction from its junction with Norwell Woodhouse Road (reference SL7A) for a distance of 475 metres in a generally northerly direction (to reference SL8B) as shown on sheet 17 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Kersall Road From a point at its junction with the A616 (reference SL8A) in a generally northerly direction for a distance of 725 metres in a generally northerly direction (to reference SL8B) as shown on sheet 17 and 21 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Kersall Road From a point 1,120 metres in a generally northerly direction from its junction with the A616 (reference SL9A) in a generally northerly direction for a distance of 740 metres in a generally northerly direction (to reference SL9B) as shown on sheet 21 and 22 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Moorhouse Road From a point 585 metres in a generally northerly direction from its junction with Ossington Road (reference SL10A) in a generally northerly direction for a distance of 960 metres in a generally northerly direction (to reference SL10B) as shown on sheet 24 and 30 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Moorhouse Road From its junction with the Weston Road (reference	30 miles per hour

	SL11B) in a generally southerly direction for a distance of 1,290 metres (to reference SL11A) as shown on sheet 25 and 26 of the traffic regulation measures plan	
Newark and Sherwood District	Ossington Lane From its junction with the B1164 (reference SL12B) in a generally westerly direction for a distance of 1,380 metres (to reference SL12A) as shown on sheet 28 and 29 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Ossington Road From a point 1,020 metres in a generally westerly direction from its junction with Carlton Lane (reference SL13B) in a generally westerly direction for a distance of 1,500 metres in a generally westerly direction (to reference SL13A) as shown on sheet 31 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Carlton Lane From its junction with Ossington Road (reference SL14B) in a generally southerly direction for a distance of 500 metres (to reference SL14B) as shown on sheet 32 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Unnamed Road From a point 370 metres in a generally westerly direction (reference SL15B) in a generally westerly direction for a distance of 370 metres (to reference SL15A) as shown on sheet 33 of the traffic regulation measures plan	30 miles per hour
Newark and Sherwood District	Weston Road From its junction with the B1164 (reference SL16B) in a generally southerly direction for a distance of 815 metres (to reference SL16A) as shown on sheet 26 of the traffic regulation measures plan	30 miles per hour

PART 2

TEMPORARY TRAFFIC SIGNS AND SIGNALS

(1) *Area*	*(2)* *Road name*	*(3)* *Extent of temporary traffic signs and signals*
Newark and Sherwood District Council	A617	An area of existing highway from a point 720 metres in a generally northerly direction from its junction with Staythorpe Road for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheet 2 of the traffic regulation measures plan (reference TS1)
Newark and Sherwood District Council	Broadgate Lane	An area of existing highway from a point 940 metres in a generally westerly direction from its junction with Cold Harbour Lane for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheet 2 of the traffic regulation measures plan (reference TS2)
Newark and Sherwood District Council	Caunton Road	An area of existing highway from a point 1,800 metres in a generally southerly direction from its junction with the A616 for a distance of 60 metres in a generally southerly direction and including means of access to the authorised development, as shown on sheet 2 of the traffic regulation measures plan (reference TS3)
Newark and Sherwood District Council	Caunton Road	An area of existing highway from a point 1,500 metres in a generally southerly direction from its junction with the A616 for a distance of 60 metres in a generally southerly direction, as shown on sheet 8 of the traffic regulation measures plan (reference TS4)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 1,600 metres in a generally westerly direction from its junction with the A616 for a distance of 60 metres in a

		generally westerly direction, as shown on sheet 10 of the traffic regulation measures plan (reference TS5)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 1,950 metres in a generally westerly direction from its junction with the A616 for a distance of 60 metres in a generally westerly direction and including means of access to the authorised development, as shown on sheets 10, 11, 14 and 15 of the traffic regulation measures plan (reference TS6)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 2,150 metres in a generally westerly direction from its junction with the A616 for a distance of 60 metres in a generally westerly direction, as shown on sheet 14 of the traffic regulation measures plan (reference TS7)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 660 metres in a generally southerly direction from its junction with The Hollows for a distance of 60 metres in a generally southerly direction, as shown on sheet 14 of the traffic regulation measures plan (reference TS8)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 370 metres in a generally southerly direction from its junction with The Hollows for a distance of 60 metres in a generally southerly direction, as shown on sheet 14 of the traffic regulation measures plan (reference TS9)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 80 metres in a generally southerly direction from its junction with The Hollows for a distance of 60 metres in a generally southerly direction, as shown on sheet 14 of the traffic regulation measures plan (reference TS10)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 125 metres in a generally northerly direction from its junction with The

		Hollows for a distance of 60 metres in a generally northerly direction, as shown on sheet 14 of the traffic regulation measures plan (reference TS11)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 340 metres in a generally northerly direction from its junction with The Hollows for a distance of 60 metres in a generally northerly direction, as shown on sheet 18 of the traffic regulation measures plan (reference TS12)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 610 metres in a generally westerly direction from its junction with The Hollows for a distance of 60 metres in a generally westerly direction, as shown on sheet 18 of the traffic regulation measures plan (reference TS13)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 1,000 metres in a generally westerly direction from its junction with The Hollows for a distance of 60 metres in a generally westerly direction, as shown on sheet 18 of the traffic regulation measures plan (reference TS14)
Newark and Sherwood District Council	Maplebeck Road	An area of existing highway from a point 2,230 metres in a generally westerly direction from its junction with The Hollows for a distance of 60 metres in a generally westerly direction, as shown on sheet 19 of the traffic regulation measures plan (reference TS15)
Newark and Sherwood District Council	Newark Road	An area of existing highway from a point 1,005 metres in a generally easterly direction from its junction with Broading Lane for a distance of 60 metres in a generally easterly direction, as shown on sheet 19 of the traffic regulation measures plan (reference TS16)

Newark and Sherwood District Council	Newark Road	An area of existing highway from a point 900 metres in a generally easterly direction from its junction with Broading Lane for a distance of 100 metres in a generally easterly direction and including means of access to the authorised development, as shown on sheet 19 of the traffic regulation measures plan (reference TS17)
Newark and Sherwood District Council	Newark Road	An area of existing highway from a point 550 metres in a generally easterly direction from its junction with Broading Lane for a distance of 100 metres in a generally easterly direction and including means of access to the authorised development, as shown on sheet 19 of the traffic regulation measures plan (reference TS18)
Newark and Sherwood District Council	Norwell Woodhouse Road	An area of existing highway from a point 285 metres in a generally northerly direction from its junction with the A616 for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheet 17 of the traffic regulation measures plan (reference TS19)
Newark and Sherwood District Council	A616	An area of existing highway from a point 230 metres in a generally northerly direction from its junction with Norwell Woodhouse Road for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheet 17 of the traffic regulation measures plan (reference TS20)
Newark and Sherwood District Council	Kersall Road	An area of existing highway from a point 205 metres in a generally northerly direction from its junction with the A616 for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheets 17 and 21 of the traffic regulation

		measures plan (reference TS21)
Newark and Sherwood District Council	Kersall Road	An area of existing highway from a point 1,190 metres in a generally northerly direction from its junction with the A616 for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheet 21 of the traffic regulation measures plan (reference TS22)
Newark and Sherwood District Council	Kersall Road	An area of existing highway from a point 230 metres in a generally southerly direction from its junction with Ossington Road for a distance of 170 metres in a generally southerly direction and including means of access to the authorised development, as shown on sheets 21 and 22 of the traffic regulation measures plan (reference TS23)
Newark and Sherwood District Council	Moorhouse Road	An area of existing highway from a point 915 metres in a generally northerly direction from its junction with Ossington Road for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheet 24 of the traffic regulation measures plan (reference TS24)
Newark and Sherwood District Council	Moorhouse Road	An area of existing highway from a point 1,230 metres in a generally northerly direction from its junction with Ossington Road for a distance of 100 metres in a generally northerly direction and including means of access to the authorised development, as shown on sheet 24 of the traffic regulation measures plan (reference TS25)
Newark and Sherwood District Council	Moorhouse Road	An area of existing highway from a point 995 metres in a generally southerly direction from its junction with Weston Road for a distance of 100 metres in a generally southerly direction and including means of access to the authorised

		development, as shown on sheet 25 of the traffic regulation measures plan (reference TS26)
Newark and Sherwood District Council	Moorhouse Road	An area of existing highway from a point 750 metres in a generally southerly direction from its junction with Weston Road for a distance of 60 metres in a generally southerly direction, as shown on sheet 25 of the traffic regulation measures plan (reference TS27)
Newark and Sherwood District Council	Moorhouse Road	An area of existing highway from a point 500 metres in a generally southerly direction from its junction with Weston Road for a distance of 60 metres in a generally southerly direction, as shown on sheet 26 of the traffic regulation measures plan (reference TS28)
Newark and Sherwood District Council	Moorhouse Road	An area of existing highway from a point 285 metres in a generally southerly direction from its junction with Weston Road for a distance of 60 metres in a generally southerly direction, as shown on sheet 26 of the traffic regulation measures plan (reference TS29)
Newark and Sherwood District Council	Moorhouse Road	An area of existing highway from a point 30 metres in a generally southerly direction from its junction with Weston Road for a distance of 60 metres in a generally southerly direction, as shown on sheet 26 of the traffic regulation measures plan (reference TS30)
Newark and Sherwood District Council	Weston Road	An area of existing highway from a point 40 metres in a generally easterly direction from its junction with Moorhouse Road for a distance of 60 metres in a generally easterly direction, as shown on sheet 26 of the traffic regulation measures plan (reference TS31)
Newark and Sherwood District Council	Weston Road	An area of existing highway from a point 370 metres in a

		generally easterly direction from its junction with Moorhouse Road for a distance of 60 metres in a generally easterly direction, as shown on sheet 26 of the traffic regulation measures plan (reference TS32)
Newark and Sherwood District Council	Weston Road	An area of existing highway from a point 485 metres in a generally easterly direction from its junction with Moorhouse Road for a distance of 60 metres in a generally easterly direction, as shown on sheet 26 of the traffic regulation measures plan (reference TS33)
Newark and Sherwood District Council	Weston Road	An area of existing highway from a point 20 metres in a generally southerly direction from its junction with the B1164 for a distance of 60 metres in a generally southerly direction, as shown on sheet 26 of the traffic regulation measures plan (reference TS34)
Newark and Sherwood District Council	Ossington Lane	An area of existing highway from a point 1,230 metres in a generally westerly direction from its junction with the B1164 for a distance of 100 metres in a generally westerly direction and including means of access to the authorised development, as shown on sheet 28 of the traffic regulation measures plan (reference TS35)
Newark and Sherwood District Council	Ossington Lane	An area of existing highway from a point 1,100 metres in a generally westerly direction from its junction with the B1164 for a distance of 60 metres in a generally westerly direction, as shown on sheet 28 of the traffic regulation measures plan (reference TS36)
Newark and Sherwood District Council	Ossington Lane	An area of existing highway from a point 620 metres in a generally westerly direction from its junction with the B1164 for a distance of 60 metres in a generally westerly direction, as shown on sheet 28

		of the traffic regulation measures plan (reference TS37)
Newark and Sherwood District Council	Ossington Lane	An area of existing highway from a point 315 metres in a generally westerly direction from its junction with the B1164 for a distance of 60 metres in a generally westerly direction, as shown on sheet 28 of the traffic regulation measures plan (reference TS38)
Newark and Sherwood District Council	Ossington Lane	An area of existing highway from a point 90 metres in a generally westerly direction from its junction with the B1164 for a distance of 60 metres in a generally westerly direction, as shown on sheet 28 of the traffic regulation measures plan (reference TS39)
Newark and Sherwood District Council	Ossington Road	An area of existing highway from a point 240 metres in a generally easterly direction from its junction with Ossington Lane for a distance of 60 metres in a generally easterly direction, as shown on sheet 31 of the traffic regulation measures plan (reference TS40)
Newark and Sherwood District Council	Ossington Road	An area of existing highway from a point 825 metres in a generally easterly direction from its junction with Ossington Lane for a distance of 100 metres in a generally easterly direction and including means of access to the authorised development, as shown on sheet 31 of the traffic regulation measures plan (reference TS41)
Newark and Sherwood District Council	Carlton Lane	An area of existing highway from a point 65 metres in a generally southerly direction from its junction with Ossington Road for a distance of 60 metres in a generally southerly direction, as shown on sheet 32 of the traffic regulation measures plan (reference TS42)
Newark and Sherwood District	Carlton Lane	An area of existing highway

Council		from a point 250 metres in a generally southerly direction from its junction with Ossington Road for a distance of 100 metres in a generally southerly direction and including means of access to the authorised development, as shown on sheet 32 of the traffic regulation measures plan (reference TS43)
Newark and Sherwood District Council	Unnamed Road	An area of existing highway from a point 745 metres in a generally westerly direction from its junction with Carlton Lane for a distance of 35 metres in a generally easterly direction and including means of access to the authorised development, as shown on sheet 33 of the traffic regulation measures plan (reference TS44)
Newark and Sherwood District Council	Unnamed Road	An area of existing highway from a point 465 metres in a generally westerly direction from its junction with Carlton Lane for a distance of 100 metres in a generally westerly direction and including means of access to the authorised development, as shown on sheet 33 of the traffic regulation measures plan (reference TS45)

SCHEDULE 8

Article 24

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

Interpretation

1. In this Schedule—

"access rights" means all rights necessary for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development, including to—

(a) pass and re-pass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface);

(b) make such investigations in, on or under the land and undertake such site preparation and clearance works as are necessary for the purpose of enabling the right to pass and re-pass;

(c) enter, be on, and break up the surface of, the land;

(d) create and effect access to and from the highway;

(e) upgrade, surface, resurface, use and repair the land for the purpose of enabling the right to pass and re-pass to adjoining land, including creating and maintaining visibility splays, and removing impediments to the exercise of such right to pass and repass;

(f) lay out, use, remove and divert paths for public use;

(g) fell, lop, cut, coppice, uproot and/or remove trees, hedges, shrubs or other vegetation which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land;

(h) carry out, install, execute, implement, retain, repair, improve, renew, relocate, maintain and protect landscaping, environmental or ecological mitigation or enhancement works or measures;

(i) erect, repair and remove fencing, security and monitoring measures such as CCTV columns, lighting columns and lighting for the purpose of enabling the right to pass and re-pass;

(j) remove any works carried out to facilitate the right to pass and re-pass and reinstate the land thereafter, including planting and replanting any trees, hedges, shrubs or other vegetation; and

(k) exercise such other rights as may be necessary to facilitate the further associated development works or operations defined in Schedule 1 to the Order;

"cable rights" means all rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development, including to—

(a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain and repair electrical cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, together with works associated with such cables including bays, ducts, protection and safety measures and equipment, and other apparatus and structures (collectively referred to as "the cables");

(b) carry out open cut trenching or horizontal directional drilling or any other trenchless method of installing the cables the effects of which are within those assessed in the environmental statement, and create, use and remove launch and exit pits and associated cable ducts;

(c) remain, pass and re-pass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface);

(d) erect, use and remove fencing, gates, walls, barriers or other means of enclosure, and create, use and remove secure working areas and compounds;

(e) alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove and reinstate means of access to the land (including visibility splays) and to remove impediments to such access;

(f) create and effect access to and from the highway;

(g) lay out, use, remove and divert paths for public use;

(h) make such investigations in, on or under the land as required, including archaeological investigations;

(i) excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;

(j) install, retain and maintain cable marker posts to identify the location of the cables in the land (subject to an obligation to minimise interference with future use and operations within the land);

(k) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain watercourses, public sewers and drains and drainage apparatus and equipment;

(l) fell, lop, cut, coppice, uproot and/or remove trees, hedges, shrubs or other vegetation which now or hereafter may be standing on the land which would if not felled, lopped, cut or removed obstruct or interfere with the working of the cables;

(m) carry out, install, execute, implement, retain, repair, improve, renew, relocate, maintain and protect landscaping, environmental or ecological mitigation or enhancement works or measures;

(n) carry out such works (together with associated fencing) required by this Order, a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to protected species and/or wildlife (which for the avoidance of doubt includes newts);

(o) remove any works carried out and reinstate the land thereafter, including planting and replanting any trees, hedges, shrubs or other vegetation; and

(p) exercise such other rights as may be necessary to facilitate the further associated development works or operations defined in Schedule 1 to the Order;

"cable restrictive covenant" means a restrictive covenant over the land for the benefit of the remainder of the Order land to—

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

  (i) the erection of any buildings; or

  (ii) the construction, erection or works of any kind requiring foundations, footings or other supporting structures, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed building, erection, construction or works would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development);

(b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed hard surfacing would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development);

(c) prevent anything to be done by way of excavation of any kind or agricultural practices exceeding 0.5 metres in depth from—

  (i) the surface of the land;

  (ii) the true cleaned bottom of the open drain, ditch, watercourse or river; or

  (iii) any activities which increase or decrease ground cover or soil levels or change the composition of the land in any manner whatsoever,

  without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activity would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development, with such consent being subject to such reasonable conditions as the undertaker may require;

(d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised development nor make it materially more difficult to maintain or to access the relevant part of the authorised development) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker;

(e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for the authorised development; and

(f) prevent anything being done in or on the land or any part thereof which will, or which the undertaker can reasonably foresee may, interfere with the exercise of the other rights set out in this Schedule, or the use of the authorised development or in any way render the authorised development or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.

(1) Plot reference number shown on the land plans	*(2) Purposes for which rights over land may be acquired and restrictive covenants imposed*
1/1, 1/2, 1/3, 1/4, 1/6, 1/7, 1/8, 1/9, 1/13, 1/14, 1/15, 1/16, 1/17, 1/21, 1/22, 2/1, 2/2, 2/3, 2/4, 2/5, 2/18, 2/19, 2/20, 2/21, 2/31, 2/40, 2/44, 2/49, 2/50, 3/5, 4/12, 5/1, 5/3, 5/6, 5/7, 7/8, 7/19, 8/12, 8/13, 8/14, 8/27, 10/6, 10/7, 11/15, 11/26, 13/8, 13/19, 14/2, 14/3, 16/7, 17/12, 17/13, 17/17, 17/18, 17/21, 17/22, 17,32, 17/33, 19/1, 19/2, 19/32, 19/33, 19/38, 19/39, 19/40, 19/41, 19/42, 19/43, 19/44, 19/46, 19/50, 21/24, 21/25, 21/30, 22/7, 22/10, 22/21, 22/22, 22/28, 23/8, 23/9, 23/10, 23/17, 23/18, 24/8, 24/11, 24/18, 29/5, 29/6, 31/1, 31/14, 31/16, 31/31, 31/47, 32/11, 32/19, 33/1	Cable rights and cable restrictive covenant
1/11, 1/23, 2/9, 2/11, 2/12, 2/17, 2/24, 2/29, 4/11, 7/7, 7/11, 8/5, 8/9, 11/14, 11/27, 13/7, 14/32, 14/44, 16/8, 17/7, 17/19, 17/31, 17/40, 23/15, 24/12, 24/24, 25/18, 28/7, 29/10, 31/12, 32/13, 32/34, 33/8, 33/9	Access rights

SCHEDULE 9

Article 24

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 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 modification set out in sub-paragraph (2).

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

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

"(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 9 to the Great North Road Solar and Biodiversity Park Order 2026);

(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(8) of Schedule 9 to the Great North Road Solar and Biodiversity Park Order 2026) 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 22 (compulsory acquisition of land) and as modified by article 29 (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 22 (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) 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 (measure of compensation in case of severance) of the 1965 Act 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) (refusal to convey, failure to make title, etc.);

(b) paragraph 10(3) of Schedule 1 (conveyance of the land or interest);

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

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

are 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 22 (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 (tenants at will, etc.)(**f**) 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 the enforcement of the restrictive covenant in question.

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

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

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

1.—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 26 (application of the 1981 Act) of the Great North Road Solar and Biodiversity Park Order 2026 in respect of the land to which the notice to treat relates.

(2) But see article 27(3) (acquisition of subsoil only) of the Great North Road Solar and Biodiversity Park Order 2026 which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, "house", except in paragraph 10, includes any park or garden belonging to a house.

(**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 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 Courts 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.

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 caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

SCHEDULE 10

Article 39

REMOVAL OF HEDGEROWS

PART 1

REMOVAL OF HEDGEROWS

(1) *Hedgerow reference on the hedgerows plan*	*(2)* *Extent of removal*
H001, H002a, H002b, H003, H004, H005, H006, H007, H008, H009, H010, H011, H012, H013, H014, H015, H023, H024, H025, H026, H027, H028, H029, H030, H031, H033, H035, H036, H037, H038, H039, H040, H041, H042, H043, H044, H045, H046, H047, H048, H049, H050, H051, H052, H053, H054, H055, H056, H057, H058, H059, H060, H061, H062, H063, H064, H065, H066, H067, H068, H069, H070, H071, H072, H073, H074, H075, H076, H077, H080, H081, H083, H084, H087, H088, H089, H090, H091, H092, H093, H094, H095, H099, H101, H102, H103, H104, H105, H106, H107, H108, H111, H112, H113, H114, H120, H123, H128, H130, H132, H134, H136, H141, H142, H143, H144, H145, H146, H147, H150, H156, H157, H158, H159, H160, H161, H162, H163, H177, H178, H179, H180, H181, H182, H183, H184, H185, H186, H187, H188, H189, H190, H191, H192, H193, H194, H195, H196, H197, H198, H199, H200, H201, H202, H203, H204, H205, H206, H207, H208, H209, H210, H211, H212, H213, H216, H218, H219, H220, H221, H222, H223, H224, H225, H227, H228, H229, H230, H231, H232, H233, H235, H236, H237, H238, H239, H240, H241, H243, H244, H245, H246, H247, H248, H249, H250, H251, H252, H253, H254, H255, H256, H257, H258, H259, H260, H261, H262, H263, H264, H265, H266, H267, H268, H269, H270, H271, H272, H273, H274, H277, H282, H283, H284, H285, H286, H295, H296, H297, H298, H299, H300, H301, H302, H303, H304, H305, H306, H307, H308, H309, H310, H311, H313, H314, H315, H316, H317, H318, H319, H320, H321, H322, H323,	Removal of part of each of the hedgerows specified in column (1) shown approximately within the area identified by a solid green line on the hedgerow plans

H324, H325, H326, H327, H328, H329, H330, H331, H332, H333, H334, H335, H336, H337, H338, H339, H340, H341, H342, H343, H344, H345, H346, H348, H349, H350, H351, H352, H353, H354, H355, H356, H357, H358, H359, H360, H361, H362, H363, H364, H365, H366, H367, H368, H369, H370, H371, H372, H373, H374, H375, H376, H377, H378, H379, H380, H381, H382, H383, H384, H385, H386, H387, H388, H389, H390, H391, H392, H393, H394, H397, H398, H399, H400, H401, H402, H404, H405, H407, H408, H409, H410, H413, H414, H415, H417, H418, H419, H420, H421, H422, H423, H424, H425, H426, H427, H428, H429, H430, H431, H432, H433, H434, H435, H436, H437, H438, H439, H440, H441, H442, H443, H444, H445, H446, H447, H449, H451, H452, H453, H454, H456, H457, H458, H459, H461, H462, H463, H464, H465, H466, H468, H469, H470, H471, H472, H473, H475, H476, H478, H479, H480, H481, H490, H491, H492, H493, H497, H504, H505, H506, H507, H508, H509, H510, H511, H512, H513, H514, H515, H516, H517, H518, H519, H520, H521, H522, H523, H524, H525, H526, H527, H528, H529, H530, H531, H532, H533, H534, H535, H536, H537, H538, H539, H540, H541, H545, H547, H552, H554, H555, H556, H557, H558, H559, H560, H561, H562, H563, H564, H565, H566, H567, H568, H569, H570, H571, H572, H573, H574, H575, H576, H577, H578, H579, H580, H581, H582, H583, H584, H585, H586, H587, H589, H590, H591, H593, H594, H595, H596, H597, H598, H599, H600, H601, H602, H603, H604, H605, H606, H607, H608, H609, H610, H611, H612, H613, H614, H615, H618, H619, H620, H625	

PART 2

REMOVAL OF POTENTIALLY IMPORTANT HEDGEROWS

(1) *Hedgerow reference on the hedgerows plan*	*(2)* *Extent of removal*
H016, H017, H018, H019, H020, H021, H022, H032, H034, H078, H079, H082, H085, H086, H096, H097, H098, H100, H109, H110, H115, H116, H117, H118, H119, H121, H122, H124, H125, H126, H127, H129, H131, H133, H135, H137, H138, H139, H140, H148, H149, H151, H152, H153, H154, H155, H164, H165, H166, H167, H168, H169, H170, H171, H172, H173, H174, H175, H176, H214, H215, H217, H226, H234, H242, H275, H276, H278, H279, H280, H281, H287, H288, H289, H290, H291, H292, H293, H294, H312, H347, H395, H396, H403,	Removal of part of each of the potentially hedgerows specified in column (1) shown approximately within the area identified by a solid green line on the hedgerow plans

H406, H411, H412, H416, H455, H460, H467, H474, H477, H482, H483, H484, H485, H486, H487, H488, H489, H494, H495, H496, H498, H499, H500, H501, H502, H503, H542, H543, H544, H546, H548, H549, H550, H551, H553, H592, H616, H617, H621, H622, H623, H624, H626

SCHEDULE 11

Article 41

DOCUMENTS AND PLANS TO BE CERTIFIED

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*
Book of reference	EN010162/APP/4.3E	6	April 2026
Concept design parameters and principles	EN010162/APP/7.14D	5	April 2026
Environmental statement	EN010162/APP/6.2	1	June 2025
Revisions to the environmental statement—			
Volume 2, Chapter 5: Development Description	EN010162/APP/6.2.5A	2	April 2026
Volume 2, Chapter 7: Landscape and Visual Impact Assessment	EN010162/APP/6.2.7B	3	April 2026
Volume 2, Chapter 8: Ecology and Biodiversity	EN010162/APP/6.2.8D	5	April 2026
Volume 2, Chapter 9: Water Resources	EN010162/APP/6.2.9A	2	February 2026
Volume 2, Chapter 10: Ground Conditions and Land Contamination	EN010162/APP/6.2.10B	3	February 2026
Volume 2, Chapter 11: Cultural Heritage and Archaeology	EN010162/APP/6.2.11A	2	April 2026
Volume 2, Chapter 12: Noise and Vibration	EN010162/APP/6.2.12A	2	April 2026
Volume 2, Chapter 14: Traffic and Transport	EN010162/APP/6.2.14B	3	March 2026
Volume 2, Chapter 15: Climate Change	EN010162/APP/6.2.15B	3	February 2026
Volume 2, Chapter 17: Agricultural Land	EN010162/APP/6.2.17A	2	January 2026
Volume 2, Chapter 18: Recreation	EN010162/APP/6.2.18C	4	April 2026
Volume 2, Chapter 19: Interrelationships	EN010162/APP/6.2.19B	3	February 2026

Volume 3, Chapter 1: Introduction Figures	EN010162/APP/6.3.1A	2	August 2025
Volume 3, Chapter 2: Environmental Impact Assessment Figures	EN010162/APP/6.3.2A	2	August 2025
Volume 3, Chapter 4: Alternatives Figures (Part 1 and 2)	EN010162/APP/6.3.4A	2	August 2025
Volume 3, Chapter 5: Development Description Figures 5.1 – 5.2 (Part 1 of 3)	EN010162/APP/6.3.5D	5	April 2026
Volume 3, Chapter 5: Development Description Figures 5.3 – 5.4 (Part 2 of 3)	EN010162/APP/6.3.5D	5	April 2026
Volume 3, Chapter 5: Development Description Figures 5.5 – 5.21 (Part 3 of 3)	EN010162/APP/6.3.5C	4	April 2026
Volume 3, Chapter 7: Landscape and Visual Impact Assessment Figures (Parts 1 to 6)	EN010162/APP/6.3.7A	2	August 2025
Volume 3, Chapter 9: Water Resources Figures	EN010162/APP/6.3.9A	2	August 2025
Volume 3, Chapter 10: Ground Conditions Figures	EN010162/APP/6.3.10A	2	August 2025
Volume 3, Chapter 11: Cultural Heritage and Archaeology Figures 11.1 – 11.5	EN010162/APP/6.3.11B	3	January 2026
Volume 3, Chapter 12: Noise and Vibration Impact Assessment Figures	EN010162/APP/6.3.12A	2	August 2025
Volume 3, Chapter 13: Socio-Economics and Tourism Figures	EN010162/APP/6.3.13A	2	August 2025
Volume 3, Chapter 14: Traffic and Access Figures 14.1 – 14.7	EN010162/APP/6.3.14C	4	April 2026
Volume 3, Chapter 17: Agricultural Land Figures	EN010162/APP/6.3.17A	2	August 2025
Volume 3, Chapter 18: Recreation Figures 18.1 – 18.4	EN010162/APP/6.3.18C	4	April 2026
Volume 4, Appendix A2.1: Cumulative Assessment Stages 1 and 2	EN010162/APP/6.4.2.1D	5	April 2026
Volume 4, Appendix A4.1: Public Rights of	EN010162/APP/6.4.4.1B	3	February 2026

Way Strategy			
Volume 4, Appendix A7.5: Non-significant effects	EN010162/APP/6.4.7.5A	2	February 2026
Volume 4, Appendix 8.3: Habitats and Vegetation Baseline	EN010162/APP/6.4.8.3C	4	February 2026
Volume 4, Appendix A8.7: Great Crested Newt Baseline	EN010162/APP/6.4.8.7A	2	February 2026
Volume 4, Appendix A8.13: Biodiversity Net Gain Assessment	EN010162/APP/6.4.8.13D	5	April 2026
Volume 4, Appendix A9.2: Water Framework Directive Assessment	EN010162/APP/6.4.9.2A	2	August 2025
Volume 4, Appendix A11.2: Heritage Settings Assessment Scoping Exercise	EN010162/APP/6.4.11.2B	3	February 2026
Volume 4, Appendix A11.4 Phase 1 Geophysics Results	EN010162/APP/6.4.11.4A	2	January 2026
Volume 4, Appendix A11.4 Phase 2 Geophysics Results	EN010162/APP/6.4.11.5A	2	February 2026
Volume 4, Appendix A14.1: Transport Statement	EN010162/APP/6.4.14.1B	3	March 2026
Volume 4, Appendix A14.1: Transport Statement Appendix A (Figures) Appendix B (Collision Data) Appendix C (Traffic Survey Data) Appendix G (Abnormal Load Report)	EN010162/APP/6.4.14.1A	2	January 2026
Volume 4, Appendix A14.1: Transport Statement Appendix E (Passing Place Drawings)	EN010162/APP/6.4.14.1C	4	April 2026
Volume 4, Appendix A14.1: Transport Statement: Appendix D (Site Access Drawings) Appendix F (Construction Trip Generation Calculation)	EN010162/APP/6.4.14.1B	3	March 2026
Volume 4, Appendix	EN010162/APP/6.4.14.2A	2	February 2026

A14.2: Outline Travel Plan Volume 4, Appendix A15.1: Lifecycle Greenhouse Gas Evaluation	EN010162/APP/6.4.15.1B	3	February 2026
Flood risk assessment	EN010162/APP/6.4.9.1C	4	February 2026
Outline Drainage Strategy	EN010162/APP/6.4.9.3	1	February 2026
Hedgerow plans	EN010162/APP/2.14	1	June 2025
Land plans	EN010162/APP/2.2B	3	December 2025
Outline archaeological mitigation strategy	EN010162/APP/6.4.11.8C	4	March 2026
Outline construction environmental management plan	EN010162/APP/6.4.5.3D	5	March 2026
Outline construction traffic management plan	EN010162/APP/6.4.5.2E	8	October 2026
Outline decommissioning and restoration plan	EN010162/APP/6.4.5.6C	5	October 2026
Outline fire safety management plan	EN010162/APP/6.4.5.4D	5	April 2026
Outline landscape and ecological management plan	EN010162/APP/6.4.5.1F	7	April 2026
Outline landscape and ecological management plan appendix	EN010162/APP/6.4.5.1.1C	4	April 2026
Outline operational environmental management plan	EN010162/APP/6.4.5.5E	6	April 2026
Outline recreational routes management plan	EN010162/APP/6.4.18.1C	4	April 2026
Outline skills, supply chain and employment plan	EN010162/APP/6.4.13.2A	2	February 2026
Outline soil management plan	EN010162/APP/6.4.17.2B	3	February 2026
Public rights of way and permissive routes plan	EN010162/APP/2.4C	4	April 2026
Streets and access plan	EN010162/APP/2.8A	2	August 2025
Traffic regulation measures plan	EN010162/APP/2.13	1	June 2025
Works plans	EN010162/APP/2.3A	2	August 2025

SCHEDULE 12

Article 42

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; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence 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; and

(c) any objections 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 10 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(**a**), 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; and

(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.

(**a**) 1996 c. 23.

SCHEDULE 13

Article 43

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, 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(**b**); and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991; 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;

"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; and

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

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(**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).

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 14 (temporary prohibition, restriction and diversion of 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 42 (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 42 (arbitration), 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 42 (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) of this Part of this Schedule, 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 of this Part of this Schedule apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2) of this Part of this Schedule.

(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) of this Part of this Schedule.

(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 42 (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) of this Part of this Schedule; 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) of this Part of this Schedule, 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 undertaker 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.—(1) For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

(2) 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.

13. The exercise of the powers of article 33 (statutory undertakers) is subject to Part 10 (undertakers' works affecting electronic communications apparatus) of the electronic communications code.

14.—(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.

15. 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 42 (arbitration).

16. This Part of this Schedule does not apply to—

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

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

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 RAILWAY INTERESTS

18. 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 32 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

19. In this Part of this Schedule—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers of the Order.

20.—(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.

21.—(1) The undertaker must not exercise the powers conferred by—

(a) article 19 (discharge of water);

(b) article 21 (authority to survey and investigate the land);

(c) article 22 (compulsory acquisition of land);

(d) article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(e) article 25 (private rights over land);

(f) article 27 (acquisition of subsoil only);

(g) article 28 (power to override easements and other rights);

(h) article 31 (temporary use of land for constructing the authorised development);

(i) article 32 (temporary use of land for maintaining the authorised development);

(j) article 33 (statutory undertakers);

(k) article 39 (felling or lopping of trees and removal of hedgerows);

(l) article 40 (trees subject to tree preservation orders);

(m) the powers conferred by section 11(3) (power of entry) of the 1965 Act;

(n) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;

(o) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

(p) 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 33 (statutory undertakers), article 28 (power to override easements and other rights) or article 25 (private rights over land), 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 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.

22.—(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.

23.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 22(4) of this Part of this Schedule 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 22 of this Part of this Schedule;

(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.

24. 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.

25. 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.

26.—(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 22(3) of this Part of this Schedule, 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 26 and paragraph 27(a) of this Part of this Schedule, 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.

27. 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 22(3) of this Part of this Schedule or in constructing any protective works under the provisions of paragraph 22(4) of this Part of this Schedule 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.

28.—(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 22(1) of this Part of this Schedule 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 22(1) of this Part of this Schedule) 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 22(1) of this Part of this Schedule 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 28 to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to subparagraphs (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and

(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 23 of this Part of this Schedule.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 32(1) of this Part of this Schedule applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph 28 (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 27(a) of this Part of this Schedule any modifications to Network Rail's apparatus under this paragraph 28 shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph 28 the reference in article 42 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

29. 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.

30. 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.

31. 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 .

32.—(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 47 (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 32—

"the relevant costs" means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

33. 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 32 of this Part of this Schedule) 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).

34. 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.

35. 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 35.

36. 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.

37. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 6 (benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

38. 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.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

39. In relation to any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 28 of this Part of this Schedule) the provisions of article 42 (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 3

FOR THE PROTECTION OF NATIONAL HIGHWAYS

Application

40.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by this Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000(**a**), or Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all National Highways' statutory functions.

Interpretation

41. Where the terms defined in this Part of this Schedule are inconsistent with the terms defined in article 2 (interpretation) of this Order the former prevail.

(1) In this Part of this Schedule—

"as built information" means one digital copy of the following information—

(a) as constructed drawings in both PDF and Auto CAD DWG formats for anything designed by the undertaker; in compliance with GG184 or any successor document;

(b) list of suppliers and materials used and test results and (where in the opinion of National Highways a specified work may have a materially adverse effect on any part of the highways drainage system maintained by National Highways) CCTV surveys;

(c) as constructed information for any utilities discovered or moved during the works;

(d) method statements for the works carried out;

(e) organisation and methods manuals for all products used;

(f) test results and records as required by the detailed design information during construction phase of the project; and

(g) other such information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highways' Asset Data Management Manual as is in operation at the relevant time;

"bond" means a bond in the form as detailed in Form 1 contained in paragraph 54 of this Part of this Schedule (or substantially in such form) duly executed by the undertaker and a reputable UK surety company or other UK financial institution to be previously approved in writing by National Highways (such approval not to be unreasonably withheld or delayed);

"the bond sum" means 200% of the cost of the carrying out the specified works or such other sum agreed between the undertaker and National Highways to be provided to National Highways in the form of—

(a) a bond;

(b) a cash surety; or

(c) where agreed by National Highways a combination of a bond and cash surety;

"the cash surety" means a cash deposit to be paid by the undertaker into an account specified by National Highways;

"condition survey" means a survey of the condition of National Highways structures and assets that in the reasonable opinion of National Highways may be affected by the specified

(**a**) 2000 c. 38.

works and further to include a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by a specified works;

"contractor" means any contractor or sub-contractor appointed by the undertaker to carry out a specified work;

"the DBFO contract" means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order limits or any successor or replacement contract that may be current at the relevant time;

"detailed design information" means such of the following drawings specifications and calculations as are relevant to the development—

(a) regime of California Bearing Ratio testing;

(b) earthworks including supporting geotechnical assessments required by CD622 (Managing geotechnical risk) of the DMRB or any successor document and any required strengthened earthworks appraisal form certification;

(c) proposed departures from DMRB standards;

(d) utilities diversions;

(e) topographical survey;

(f) health and safety information including any asbestos survey required by GG105 (asbestos management) or any successor document;

(g) Technical approval of highway structures under CG300 of DMRB; and

(h) other such information that may be reasonably required by National Highways to inform the detailed design of a specified work;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"the highway operations and maintenance contractor" means the contractor appointed by National Highways under the DBFO contract;

"highways structure" means structures or installations within the scope of the DMRB and that are situated under, over or adjacent to the trunk road;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of a specified work as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of a specified works;

"Provisional Certificate" means the certificate of completion relating to the specified works issued by National Highways in accordance with paragraph 47 confirming it considers the specified works to be substantially complete;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy and "road space bookings shall be construed accordingly";

"specified works" means so much of any work, including but not limited to highway works, street works and surveys authorised by this Order, including any maintenance of that work, as is undertaken on the strategic road network or land in which National Highways has an interest and "specified work" shall be construed accordingly;

"strategic road network" means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures, drainage infrastructure, street furniture, verges and vegetation and all other highway assets together with all land, apparatus and rights located in on over or under the highway for which National Highways is the highway authority; and

"utilities" means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991 (or such updated or revised legislation as may come into force from time to time).

General

42.—(1) The undertaker acknowledges that parts of the works authorised by this Order affect or may affect parts of the strategic road network in respect of which National Highways have been appointed the highway operations and maintenance contractor.

(2) In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of this Schedule but for the purposes of any approvals required under this Part of this Schedule the undertaker shall liaise directly with National Highways.

(3) Notwithstanding the limits of deviation permitted pursuant to article 3(2) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out under or over the strategic road network unless such works are agreed in writing with National Highways at the discretion of National Highways.

(4) Notwithstanding the powers granted to the undertaker pursuant to this Order, if the carrying out of any specified works require any works to be carried out to the strategic road network, excluding the works authorised in relation to Schedule 3 (streets subject to street works) and Schedule 4 Part 2 (temporary alteration of layout), the undertaker must enter into an agreement with National Highways prior to the commencement of any such work.

(5) References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

43. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Prior approvals

44.—(1) The specified works must not commence until—

(a) the programme of works has been approved by National Highways;

(b) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highway—

(i) the detailed design information;

(ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways; and

(iii) the details of the level of apparatus specification and method statement including details of works, equipment and locations;

(c) the undertaker has paid to National Highways the estimate of the NH costs notified to it pursuant to paragraph 46 of this Part of this Schedule;

(d) any further information that National Highways may reasonably request within 14 days of the submission of the detailed design of any specified works has been supplied to National Highways;

(e) the condition survey including CCTV drainage survey and regime of monitoring of the National Highways assets or structures, National Highways considers will be affected by the specified works has been agreed in writing by National Highways; and

(f) the CASS01 has been approved by National Highways.

(2) National Highways must provide the undertaker with a list, which is to be agreed between the parties acting reasonably, of all the structures, assets and pavements to be subject to both a condition survey and reasonable regime of monitoring pursuant to paragraph 44(1)(e) of this Schedule before the first condition survey is conducted.

(3) The undertaker must not exercise—

(a) article 5 (power to maintain the authorised development);

(b) article 10 (street works);

(c) article 12 (power to alter layout, etc., of streets);

(d) article 14 (temporary prohibition, restriction and diversion of use of streets and public rights of way);

(e) article 15 (permanent closure of public rights of way);

(f) article 16 (access to works)

(g) article 18 (traffic regulation measures);

(h) article 19 (discharge of water);

(i) article 20 (protective works to buildings);

(j) article 21 (authority to survey and investigate the land);

(k) article 22 (compulsory acquisition of land);

(l) article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(m) article 25 (private rights over land)

(n) article 27 (acquisition of subsoil only)

(o) article 31 (temporary use of land for constructing the authorised development);

(p) article 32 (temporary use of land for maintaining the authorised development); or

(q) article 39 (felling or lopping of trees and removal of hedgerows) of this Order,

over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management for National Highways' approval.

(4) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (3) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1) or (3).

(5) Any approval or consent of National Highways required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing; and

(c) may be subject to any conditions as National Highways considers necessary.

(6) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request.

(7) Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph 44(1) of this Part of this Schedule.

Construction of the specified work

45.—(1) The undertaker must give National Highways 3 months notice in writing of the date on which the specified works, will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures when booking road space on the strategic road network prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 44(1) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works) together with all other relevant standards as required by National Highways to include, inter alia, all relevant interim advice notes and any amendment to or replacement thereof for the time being in force save to the extent that any departures or exceptions from those standards apply which have been approved by National Highways; and

(c) any conditions of National Highways notified by National Highways to the undertaker pursuant to paragraph 44(5)(c) of this Part of this Schedule.

(4) The undertaker must ensure that (where possible) without entering the highway—

(a) the highway is kept free from mud, soil and litter as a result of the carrying out of the specified works; and

(b) the specified works are carried out without disturbance to the highways and so that the highway remains open for traffic at all times unless otherwise agreed with National Highways.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to any part of the specified works and all land in which National Highways has an interest for the purposes of inspection and supervision of the works.

(6) If any part of any specified works are constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, any highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule to the satisfaction of National Highways.

(7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents cause damage to the strategic road network then National Highways may by notice require the undertaker, at its own expense to remedy the damage.

(8) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure incurred by National Highways in so doing, such sum to be payable within 28 days of demand.

(9) Nothing in this Part of this Schedule prevents National Highways from, carrying out any work or taking any such action as it reasonably believes to be necessary as a result or in connection with the carrying out or maintenance of the authorised development without prior

notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover from the undertaker any expenditure it reasonably incurs in so doing.

(10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations existing utilities must be constructed to the satisfaction of National Highways. If the diversion or protection requires the breaking open and reinstatement of the strategic road network, the undertaker must enter into an agreement with National Highways prior to such work being carried out.

(11) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 44(1)(a) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

(12) For the avoidance of doubt no approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the Construction (Design and Management) Regulations 2015.

Payments

46.—(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to any specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

(a) the checking and approval of the information required under paragraph 44(1);

(b) the supervision of a specified works;

(c) the checking and approval of the information required to determine approvals under this Order;

(d) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any specified works, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor;

(e) all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a)-(d); and

(f) any value added tax which is payable by National Highways in respect of such costs and expenses for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the NH costs".

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs, prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost.

(4) If at any time after the payments referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes its costs will exceed the estimate of the NH costs (the excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above, within 91 days of the undertaker notifying National Highways that the specified works has been completed.

(6) Within 28 days of the issue of the final account—

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; and

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(7) 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 other party interest at 3% above the Bank of England base lending rate from time to time being in force 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.

Completion of a specified work

47.—(1) Within 28 days of the completion of any specified works, the undertaker must arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622.

(2) If the re-survey carried out pursuant to paragraph 47(1) indicates that any damage has been caused to structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing, and the undertaker must carry out the remedial works at its own cost and in accordance with the approved scheme and such programme as National Highways may require.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme pursuant to paragraph 47(2) or fails to submit a scheme for remedial works to National Highways or fails to carry out any remedial works in accordance with paragraph 47(6)(b), National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to paragraph 47(1), give notice in writing that National Highways will remedy the damage identified in the re-surveys and National Highways may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing.

(5) As soon as the undertaker considers that the Provisional Certificate may be properly issued it must apply to National Highways for the Provisional Certificate.

(6) Following an application for a Provisional Certificate in accordance with paragraph 47(5), National Highways must as soon as reasonably practicable—

(a) inspect the specified works; and

(b) provide the undertaker with a written list of works that are required for the Provisional Certificate to be issued or confirmation that no further works are required for this purpose.

(7) Within 28 days of the completion of any specified works, the undertaker must submit to National Highways the as built information, both in hard copy and electronic form.

(8) When the specified works incorporating the approved remedial works under sub-paragraph 47(6)(b) and remedial works in accordance with paragraph 47(2) have been completed to the satisfaction of National Highways and the as built information has been provided to National Highways, National Highways must issue the Provisional Certificate.

(9) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified works following its completion that the undertaker may from time to time carry out.

(10) Following the issue of the Provisional Certificate, National Highways shall return the bond sum save insofar as any claim or claims have been made against the bond before that date in which case National Highways will retain a sufficient sum to ensure it does not have to meet any costs for or arising from the specified works.

Security

48.—(1) The specified works must not commence until the undertaker procures that the specified works are secured by the bond sum to indemnify National Highways 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 the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule.

(2) If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving notice to the undertaker to use such parts of the bond sum as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may, at its sole discretion, use the bond sum to forward fund such works.

Insurance

49. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £50,000,000.00 (fifty million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use by the undertaker.

Indemnity

50. The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from or in connection with—

(a) the construction or maintenance or use of the specified works; or

(b) the exercise of or failure to exercise any power under this Order,

and any such costs shall be paid to National Highways within 14 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

Maintenance of the specified works

51.—(1) The undertaker must maintain in good repair and condition the specified works and any other apparatus connected with the specified works.

(2) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(3) The undertaker must so far as possible carry out all maintenance, repair and other works of the specified works without disturbance to the strategic road network. If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured.

(4) During any maintenance works, the undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days' in advance of the planned commencement date of the maintenance works.

Land

52. The undertaker must not under the powers of this Order—

(a) acquire or use land forming part of;

(b) acquire new or existing rights over; or

(c) seek to impose or extinguish any restrictive covenants over,

any part of the strategic road network or land owned by National Highways, or extinguish any existing rights of or interfere with apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk.

Expert determination

53.—(1) Article 42 (arbitration) of this Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may 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.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 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 7 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(6) 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 42 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

Form 1

54. Form 1 as referred to in paragraph 41—

"BOND AGREEMENT

THIS BOND is made as a deed BETWEEN the following parties

PARTIES

1. The Undertaker: [ ], whose main office is at [ ]

2. The Guarantor: [ ], with company number [ ] and whose office for receipt of any claims is [ ]

3. The Beneficiary: National Highways Limited (company registration number 09346363) having its registered office at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ

WHEREAS

(a) Pursuant to the [ ] Order [ ] (the Order), the Undertaker is permitted to carry out the Specified Works as defined in the Order upon and subject to the terms and conditions therein set out.

(b) The Guarantor has agreed with the Beneficiary at the request of the Undertaker to guarantee the performance of the obligations of the Undertaker contained in the Order in accordance with the terms and conditions of this Bond subject to the limitation set out in clause 2.

NOW THIS DEED WITNESSES as follows:

1. The Guarantor guarantees to the Beneficiary that if the Undertaker at any time:

(a) becomes insolvent and for the purposes of this Guarantee Bond insolvent shall mean the Undertaker:

(i) has an administration order made against it or has an administrator appointed over it;

(ii) has an administrative receiver appointed over its assets;

(iii) has a winding up order made against it or a liquidator appointed over it (except for the purpose of solvent amalgamation or reconstruction);

(iv) enters into an arrangement, compromise or composition with its creditors (including, but not limited to, becoming subject to a moratorium under Part A1 of the Insolvency Act 1986); or

(v) otherwise becomes insolvent for the purposes of the Insolvency Act 1986;

(b) fails to pay an amount that is properly due to National Highways in accordance with the Order; or

(c) is otherwise in breach of the Order,

the Guarantor shall subject to the provisions of this Bond satisfy and discharge the damages sustained by the Beneficiary as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Order and taking into account all sums due or to become due to the Undertaker.

2. The maximum aggregate liability of the Guarantor and the Undertaker under this Bond shall not exceed the Bond Sum (as set out in the Schedule) but, subject to such limitation and to clause 4, the liability of the Guarantor shall be co-extensive with the liability of the Undertaker under the Order.

3. The Guarantor shall not be discharged or released by any alteration of any of the items, conditions and/or provisions of the Order and/or in the extent or nature of the Specified Works and no allowance of time or other forbearance or indulgence by the Beneficiary under or in respect of the Order or the Specified Works shall in any way release, reduce or affect the liability of the Guarantor under this Bond.

4. Whether or not this Bond shall be returned to the Guarantor the obligations of the Guarantor under this Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Order which has occurred and in respect of which a claim in writing, and containing particulars of such breach has been made upon the Guarantor before Expiry.

5. The Undertaker having requested the execution of this Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Beneficiary or the Guarantor against the Undertaker) to perform and discharge the obligations on its part set out in the Order.

6. This Bond and the benefits thereof may not be assigned by the Beneficiary without the prior written consent of the Guarantor and the Undertaker to any party to whom the benefit of the Order is assigned although the Beneficiary may assign to a successor body/organisation without the consent of the Guarantor and the Undertaker.

7. The parties to this Bond do not intend that any of its terms will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it except pursuant to any assignment in accordance with clause 6 above.

8. This Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

SCHEDULE TO BOND AGREEMENT

Bond Sum: shall have the same meaning as in the Order and shall be in the sum of [£] [amount in words] for the period until the Expiry (as defined in the Order) for the Specified Works;

Expiry: The Bond Sum shall be reduced as follows within 20 working days of the issue of the Provisional Certificate, the Beneficiary shall release the Guarantor in writing from its obligations under the terms of this Bond save insofar as any claim or claims have been made against the Guarantor or liability on its part has arisen under this Guarantee Bond before that date in which case the Beneficiary will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for and/or arising from and/or in connection with the Specified Works.”.

PART 4

FOR THE PROTECTION OF THE DRAINAGE AUTHORITIES

55. The provisions of this Part of this Schedule have effect for the protection of a drainage authority unless otherwise agreed in writing between undertaker and the drainage authority.

56. In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and “construct” and “constructed” must be construed accordingly;

“drainage authority” means the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991(**a**) the Lead Local Flood Authority or Trent Valley Internal Drainage Board (or a successor board) as the case may be;

“drainage work” means any ordinary watercourse including any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence, sea defence or tidal monitoring excluding the existing flood defence;

“ordinary watercourse” has the meaning given in the Land Drainage Act 1991(**b**);

“plans” includes sections, drawings, specifications and method statements; and

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

(**a**) 1991 c. 59.
(**b**) 1991 c. 59, section 72(1).

(a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(b) affect the flow, purity, or quality of water in any watercourse; or

(c) affect the conservation, distribution or use of water resources.

57.—(1) Before beginning to construct any 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 within 56 days of the submission of the plans reasonably require.

(2) Any such 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 sub-paragraph (1).

(3) Any approval of the drainage authority required under this paragraph 57—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval (or submission of further particulars if required by the drainage authority under sub-paragraph (1)) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or for the prevention of flooding or pollution or discharge of environmental functions set out in Section 61A of the Land Drainage Act 1991.

58. Without limiting paragraph 57 of this Part of this Schedule, 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—

(a) to safeguard any drainage work against damage; or

(b) to secure that the efficiency of any drainage work for flood defence purposes and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

59.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 58 of this Part of this Schedule, 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 7 days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its

former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice, and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

60.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of any specified work or protective work maintain in good repair and condition and free from obstruction any drainage work that is situated within the order limits held by the undertaker for the purposes of or in connection with the specified work and any protective work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any specified work or protective work that the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the drainage authority 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 drainage authority reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any specified work or protective work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing 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 drainage authority must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph 60 does not apply to—

(a) drainage works that are vested in the drainage authority or that the drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and

(b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part.

61. If by reason of the construction of any specified work or protective work or of the failure of any such specified work or protective work the efficiency of any drainage work for flood defence purposes is impaired, or the 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.

62. If by reason of construction of the specified works the drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

63. The undertaker must indemnify the drainage authority in respect of all costs, charges and expenses that the drainage authority may reasonably incur, have to pay or may sustain—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in inspecting the construction of any specified work or any protective works required by the drainage authority under this Part of this Schedule; and

(c) in carrying out of any surveys or tests by the drainage authority that are reasonably required in connection with the construction of the specified work or protective work.

64.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify the drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, recovered from or incurred by, the drainage authority by reason 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 watercourses; or

(c) any flooding or increased flooding of any such land,

that is caused by the construction of any specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage the extent to which 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.

(3) The drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker (such agreement not to be unreasonably withheld or delayed).

65. 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.

66. Any dispute between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, must be determined by arbitration under article 42 (arbitration).

PART 5

FOR THE PROTECTION OF CADENT GAS LTD AS GAS UNDERTAKER

Application

67. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

68. 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, pipes, pressure governors, ventilators, cathodic protections (including transformed rectifiers and any associated groundbed 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 is given in article 2(1) of the Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

"Cadent" means Cadent Gas Limited (Company Number 10080864 whose registered office at Cadent, Pilot Way, Ansty, Coventry, England, CV7 9JU) and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent 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);

"commence" and "commencement" means beginning to carry out a material operation, as defined in section 155 of the 2008 Act (which explains when development begins), comprised in or for the purposes of the authorised development including (but not limited to) any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the erection of construction plant and equipment, other than erection of fencing to site boundaries or marking out of site boundaries, installation of amphibian and reptile fencing, or environmental mitigation measures, and "commencement", "commenced" and cognate expressions are to be construed accordingly;

"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, shall require the undertaker to submit for Cadent's approval a ground mitigation scheme;

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

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

"maintain" and "maintenance" have effect as if Cadent's existing apparatus was authorised development and as if the term maintain includes protect and use;

"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;

"protective works" means the underpinning, strengthening and any other works the purpose of which is to prevent damage to or interference with Cadent's apparatus that may be caused by the carrying out, maintenance or use of the authorised development;

"rights" includes restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any of the authorised 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 paragraph 73(2) of this Part of this Schedule or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 73(2) of this Part of this Schedule or otherwise; or

(c) include any of the activities that are referred to in CD/SP/SSW/22 Cadent's policies for safe working in proximity to gas apparatus Specification for safe working in the vicinity of Cadent Assets.

On street apparatus

69.—(1) This Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act, except for—

(a) paragraphs 70, 74, and 76 of this Part of this Schedule; and

(b) where sub-paragraph (2) applies, paragraphs 73 and 74 of this Part of this Schedule.

(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 (statutory undertakers) of the Order which shall not apply to Cadent.

Apparatus of Cadent in streets

70.—(1) Where any street is stopped up under article 14 (temporary prohibition, restriction and diversion 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 stopping up and the undertaker must grant to Cadent, or procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway, but nothing in this paragraph 70 shall affect any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 73 of this Part of this Schedule.

(2) Subject to sub-paragraph (3), and notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 14 (temporary prohibition, restriction and diversion of use of streets and public rights of way) or Schedule 4 (alteration of streets), Cadent will be at liberty at all times and at Cadent's own risk to take reasonable access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up or diversion was in that street.

(3) In taking access pursuant to sub-paragraph (2), Cadent must—

(a) comply with any plans produced by the undertaker pursuant to its obligations under the Construction (Design and Management) Regulations 2015; and

(b) comply with all relevant health and safety legislation, guidance, protocols and procedures.

Protective works to buildings

71.—(1) The undertaker must exercise the powers conferred by article 20 (protective work 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) 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 the view of its intended removal or abandonment)

or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply and, subject to sub-paragraph (2) shall pay compensation to Cadent for any reasonable loss sustained by it.

(2) Nothing in this paragraph 71 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 Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement, admission of liability or compromise thereof shall be made by Cadent, save in respect of any payment requirement 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

72.—(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, excepting in respect of the exercise of article 24 to implement the works specified in column 2 of Schedule 8 in plot number 2/2 in which case Cadent will not obstruct those works and the protections in this Part of this Schedule apply to the apparatus in that plot and access to that apparatus.

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

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 74 or any other paragraph of this Part of this Schedule, will 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 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 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 73 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

73.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be 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 reasonable satisfaction (taking into account paragraph 74(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 shall 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 position 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), 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

74.—(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 (in Cadent's reasonable opinion) 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 than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's reasonable opinion), then the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 80 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

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

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

(a) the exact position of the 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 reasonable conditions for any purpose mentioned in sub-paragraph (5); and

(b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) 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.

(6) 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 will be entitled to watch and inspect the execution of those works where reasonably practicable to do so and in accordance with any relevant health and safety legislation.

(7) Where Cadent reasonably 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 75, must be carried out to Cadent's reasonable satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) 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 74 and 75 of this Part of this Schedule apply as if the removal of the apparatus had been required by the undertaker under paragraph 74(2) of this Part of this Schedule.

(9) Nothing in this paragraph 75 precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph 75 will apply to and in respect of the new plan.

(10) 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 (in Cadent's reasonable opinion) for the safeguarding of its apparatus and can recover any such costs associated with the further protective works in line with paragraph 77 of this Part of this Schedule.

(11) 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, and sub-paragraph (13) at all times.

(12) In this paragraph 75, "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.

(13) At all times when carrying out any works authorised under the Order the undertaker must comply with the Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent Assets CAD//SP/SSW/22" and HSE's "HS(~G)47 Avoiding Danger from underground services.

Expenses

76.—(1) Subject to the following provisions of this paragraph 76, the undertaker must pay to Cadent on demand, all documented charges, costs and expenses reasonably anticipated or reasonably and properly incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation—

(a) any costs reasonably and properly 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 reasonable 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 73(3) of this Part of this Schedule 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, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule; and

(g) any watching brief pursuant to paragraph 75(6) of this Part of this Schedule.

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

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess.

(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) 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 Cadent demands payment of reasonably anticipated charges, costs and expenses pursuant to sub-paragraph (1), Cadent must provide the undertaker with an itemised invoice or claim detailing such charges, costs, and expenses reasonably anticipated to fall due within the following 3 months of such a demand. The undertaker shall pay the reasonably anticipated costs set out in the itemised invoice to Cadent on demand in accordance with sub-paragraph (1). To the extent that this sum paid in advance has not been expended by Cadent before 3 months after payment by the undertaker of that sum, the undertaker may demand the unspent balance remaining to be repaid by Cadent and Cadent shall repay that unspent balance within 30 days (unless otherwise agreed in writing between the parties).

Enactments and agreements

77. Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

78.—(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 73(2) of

this Part of this Schedule or Cadent makes requirements for the protection or alteration of apparatus under paragraph 75 of this Part of this Schedule, the undertaker must use its 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 Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

79. If in consequence of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction (in Cadent's reasonable opinion). For the avoidance of doubt, where the undertaker cannot grant such alternative rights and means of access to such apparatus by virtue of not being in possession of the requisite land rights, the undertaker shall use reasonable endeavours to assist in the securing of the requisite rights and means of access before materially obstructing such access.

Arbitration

80. Save for differences or disputes arising under paragraphs 73(2) and 73(4) of this Part of this Schedule 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 42 (arbitration).

Notices

81. Notwithstanding article 44 (service of notices) any plans submitted to Cadent by the undertaker pursuant to sub-paragraph S75(1) of this Schedule must be sent via email to—

Toby.Feirn@cadentgas.com,

or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 6

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

Application

82.—(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 7 (consent to transfer benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); 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 92(3)b).

Interpretation

83. 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 the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation)—

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

(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—

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

(b) such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Electricity Transmission Plc for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus; and

(c) any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus constructed as part of the Proposed NGET Projects, whether temporary or permanent ("Proposed NGET Projects apparatus");

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

"commence" and "commencement" in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

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

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

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

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

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

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

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

"NGESO" means as defined in the STC;

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

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

"Proposed NGET Projects" means the SCRE/WRRE Project

"Proposed NGET Projects Sites" include—

(a) land on which any Proposed NGET Projects apparatus is situated; and

(b) land on which Proposed NGET Projects apparatus is anticipated to be situated (in so far as the same has at any time been notified by National Grid Electricity Transmission Plc in writing to the undertaker);

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

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 88(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 88(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" means as defined in the STC; and

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

On Street Apparatus

84. Except for paragraphs 85 (apparatus of National Grid Electricity Transmission Plc in closed street), 90 (retained apparatus: protection), 91 (expenses) and 92 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid Electricity Transmission Plc in closed streets

85.—(1) Where any street is closed under article 10 (street works), article 12 (power to alter layout, etc., of streets), article 13 (construction and maintenance of altered streets) article 14 (temporary prohibition, restriction and diversion of use of streets and public rights of way) article 15 (permanent closure of public rights of way), if National Grid Electricity Transmission Plc has any apparatus in the street or accessed via that street National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the closure of any such street or highway 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 88 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 90.

(2) Notwithstanding the temporary closure or diversion of any highway under the powers of the articles of the Order referred to in paragraph 85(1), National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that highway.

Protective works to buildings

86. The undertaker, in the case of the powers conferred by article 20 (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

87.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire or take temporary possession of any land or apparatus or ((b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Electricity Transmission Plc otherwise than by agreement.

(2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing with National Grid Electricity Transmission Plc acquire any land forming part of the Proposed NGET Projects (such agreement not to be unreasonably withheld or delayed)

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

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

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

Removal of apparatus

88.—(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 89(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid Electricity Transmission Plc may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker.

(5) National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid Electricity Transmission Plc of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 96 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

90.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Electricity Transmission Plc a plan of the works to be executed and

seek from National Grid Electricity Transmission Plc details of the underground extent of their electricity assets.

(2) In relation to specified works the plan to be submitted to National Grid Electricity Transmission Plc under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the specified works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation and positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regimes;

(g) an assessment of risks of rise of earth issues;

(h) a ground monitoring scheme, where required, and

(i) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

(a) details of any cable trench design including route, dimensions and 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 the trenches;

(d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;

(f) written details of the operations and maintenance regime for any cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and

(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

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

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

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8);

(b) may be given subject to such reasonable requirements as National Grid may have in connection the safe and efficient, commissioning, operation and maintenance of the proposed NGET Projects; and

(c) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid Electricity Transmission Plc may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the

provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

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

(8) Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc shall 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, paragraphs 82 to 84 and 87 to 89 apply as if the removal of the apparatus had been required by the undertaker under paragraph 88(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan as a plan under sub-paragraph 9(1).

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

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

Expenses

91.—(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 (where not already paid by the undertaker pursuant to reasonably anticipated charges, costs and expenses) by National Grid Electricity Transmission Plc in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

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

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 88(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc;

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

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

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

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

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 96 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid Electricity Transmission Plc any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

92.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works

carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided, or in the supply of any goods, by National Grid Electricity Transmission Plc, or National Grid Electricity Transmission Plc becomes liable to pay any amount to any third party, the undertaker will—

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

(b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption 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 default of National Grid Electricity Transmission Plc.

(2) The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission Plc or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or 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—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid Electricity Transmission Plc as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 7 (consent to transfer 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-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 92; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Grid Electricity Transmission Plc must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

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

(6) National Grid Electricity Transmission Plc must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid Electricity Transmission Plc's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid Electricity Transmission Plc's control and if reasonably requested to do so by the undertaker National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works (excluding the Modified Permitted Preliminary Works) on any land owned by National Grid Electricity Transmission Plc or in respect of which National Grid Electricity

Transmission Plc has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid Electricity Transmission Plc's apparatus until the following conditions are satisfied—

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

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

(8) In the event that the undertaker fails to comply with 921(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

93. 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

94.—(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 88(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 90, 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 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 shall use its best endeavours to co-operate with the undertaker for that purpose.

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

(3) National Grid must supply the undertaker with regular updates in relation to the Proposed NGET Projects and the Proposed NGET Projects Sites including (but not limited to) providing plans for the Proposed NGET Projects and the anticipated programme of works for the Proposed NGET Projects.

Access

95. If in consequence of the agreement reached in accordance with paragraph 87 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

96. Save for differences or disputes arising under paragraph 88(2), 88(3) 89(1) and 90 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 42 (arbitration)

Notices

97. Notwithstanding article 44 (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 92 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.

Interaction with the Proposed NGET Projects

98. Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the Proposed NGET Projects. For the purposes of this paragraph, "reasonable endeavours" means—

(a) undertaking consultation with National Grid Electricity Transmission Plc on detailed design and programming of the authorised works, taking into account such reasonable representations as National Grid Electricity Transmission Plc may provide in relation to proposed plans and timetables;

(b) having regard to the anticipated programme of works for the Proposed NGET Projects and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of the authorised works and the Proposed NGET Projects where reasonably possible;

(c) undertaking consultation on the detailed design and programming of the authorised development to ensure that the design and programme for the authorised development does not unreasonably impede or interfere with the NGET Projects; and

(d) where possible, undertaking the placing of ducting or making provision for the Proposed NGET Projects; and

(e) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised works.

PART 8

FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC AS GAS UNDERTAKER

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas, where the benefit of this Order is transferred or granted to another person under article 7 (consent to transfer benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Gas and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Gas on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but without prejudice to paragraph 108(3)(b)).

Interpretation

100. 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 the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Gas

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

"acceptable security" means either:

(a) a parent company guarantee from a parent company in favour of National Gas to cover the undertaker's liability to National Gas to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Gas and where required by National Gas, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

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

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Gas to enable National Gas to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any mains, pipes or other apparatus belonging to or maintained by National Gas for the purposes of gas supply, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

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

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

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"electrical impact assessment" means an assessment of the actual or potential impact of electrical interference or other electrical effects arising from the construction, use, maintenance or fault scenarios of the authorised works on the apparatus;

"Interference" means interference, disturbance or negative effects to apparatus (including but not limited to cathodic protection systems), generated by the construction, operation or maintenance of the authorised works where such interference is of a level which may adversely affect the safe operation of the apparatus in the reasonable opinion of National Gas, such opinion to have regard to and to be accompanied by written reasons which reference the threshold criteria and any site-specific factors relied upon;

"functions" includes powers and duties;

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

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

"ground potential rise survey" means a survey to determine the potential increase (if any) of the voltage of the ground arising from the authorised works during an electrical fault;

"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 National Gas, including to construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Gas" means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Network Code" means the network code prepared by National Gas pursuant to Standard Special Condition A11(3) of its Gas Transporter's Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas's Gas Transporters Licence, as both documents are amended from time to time;

"Network Code Claims" means any claim made against National Gas by any person or loss suffered by National Gas under the Network Code arising out of or in connection with any failure by National Gas to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised works or any costs and/or expenses incurred by National Gas as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which may arise as a result of the authorised works;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Gas 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 properly and sufficiently to describe and assess the works to be executed;

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

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 104(2) or otherwise; and/or

(b) will or may be situated within 1,000 metres measured in any direction of any apparatus (including but not limited to cathodic protection systems), the removal of which has not been required by the undertaker under paragraph 104(2) and which may result in Interference; and/or

(c) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 104(2) or otherwise; and/or

(d) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties".

"threshold criteria" means the maximum level of electrical interference that may be imposed on a pipeline, cathodic protection system, coating system, or associated infrastructure before the effects are considered unacceptable. Threshold criteria shall be determined using the applicable standards (including the UKOPA Good Practice Guide 027 Edition 1.1 – AC Corrosion Guidelines 2023), site-specific conditions, existing interference levels, the ground potential rise survey and the findings of the electrical impact assessment;

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

On Street Apparatus

101. Except for paragraphs 106 (retained apparatus: protection of gas undertaker), 107 (expenses) and 108 (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 National Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Gas in streets

102. Notwithstanding the temporary prohibition, restriction or diversion of any highway under the powers of article 14 (temporary prohibition, restriction and diversion of use of streets and public rights), National Gas is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Acquisition of land

103.—(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 Gas otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas or affect the provisions of any enactment or agreement regulating the

relations between National Gas and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas unless otherwise agreed by National Gas, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

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

(4) Any agreement or consent granted by National Gas under paragraph 106 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

104.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Gas to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Gas in accordance with sub-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 Gas advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Gas to its satisfaction (taking into account paragraph 105(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Gas may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Gas to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Gas and the undertaker.

(5) National Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Gas of any such facilities and rights as are referred to in sub-paragraph

(2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 111 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of gas undertaker

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

(2) In relation to specified works the plan to be submitted to National Gas under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the 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 National Gas has given written approval of the plan so submitted.

(4) Any approval of National Gas required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (6); and

(b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, National Gas may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against Interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraphs (1) or (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and National Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by National Gas for the alteration or otherwise for the protection of the apparatus, or for

securing access to it, and National Gas will be entitled to watch and inspect the execution of those works.

(7) Where National Gas requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Gas's satisfaction prior to the commencement of any specified works for which protective works are required and National Gas must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Gas 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 99 to 101 and 104 to 106 of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 104(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 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.

(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 National Gas notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times;

(11) At all times when carrying out any works authorised under the Order National Gas must comply with National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22" and HSE's "HS(G)47 Avoiding Danger from underground services".

(12) 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 National Gas retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 107 of this Part.

Expenses

107.—(1) Save where otherwise agreed in writing between National Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas within 30 days of receipt of an itemised invoice or claim from National Gas all charges, costs and expenses reasonably and properly incurred by National Gas in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

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

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 104(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas;

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

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

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

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

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 112 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Gas by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Gas in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Gas any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

108.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Gas, or there is any interruption in any

service provided, or in the supply of any goods or energy, by National Gas, or National Gas becomes liable to pay any amount to any third party, the undertaker will—

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

(b) indemnify National Gas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas, by reason or in consequence of any such damage or interruption or National Gas becoming liable to any third party and including Network Code Claims other than arising from any default of National Gas.

(2) The fact that any act or thing may have been done by National Gas on behalf of the undertaker or in accordance with a plan approved by National Gas or in accordance with any requirement of National Gas or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Gas fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) shall 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 National Gas, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Gas as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 7 (consent to transfer benefit of Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 108; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

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

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

(6) National Gas must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Gas's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Gas's control and if reasonably requested to do so by the undertaker National Gas must provide an explanation of how the claim has been minimised, where relevant.

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

(a) unless and until National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it 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 Gas has confirmed the same to the undertaker in writing; and

(b) unless and until National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Gas that it 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 Gas has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with paragraph 108(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Gas from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

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

Co-operation

110.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Gas requires the removal of apparatus under paragraph 104(2) or National Gas makes requirements for the protection or alteration of apparatus under paragraph 106, 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 works and taking into account the need to ensure the safe and efficient operation of National Gas's undertaking and National Gas shall use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

111. If in consequence of the agreement reached in accordance with paragraph 103(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

112. Save for differences or disputes arising under paragraph 104(2), 104(4) 105(1) and 106 any difference or dispute arising between the undertaker and National Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas, be determined by arbitration in accordance with article 42 (arbitration).

Notices

113. Notwithstanding article 44 (service of notices), any plans submitted to National Gas by the undertaker pursuant to paragraph 106 must be submitted using the LSBUD system (https://lsbud.co.uk/) or such other address as National Gas may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 7

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC

Application

114. 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

115. 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 required 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 line or electrical plant as defined in the Electricity Act 1989(**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;

"specified work" means so much of any of the authorised development that is carried out within 6 metres of any apparatus; and

"undertaker" means Elements Green Trent Limited or such other person as has the benefit of the Order,

other terms have the meaning given in article 2 (interpretation).

Precedence of 1991 Act in respect of apparatus in streets

116. 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.

117. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 10 (street works), article 12 (power to alter layout, etc., of streets), article 13 (construction and maintenance of altered streets), article 14 (temporary prohibition, restriction or

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(**a**) 1989 c. 29. The definition of "electricity plant" (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c. 27).

diversion of use of streets and public rights of way), article 15 (Permanent closure of public rights of way), NGED 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.

No acquisition except by agreement

118. Regardless of any provision in this Order, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

119.—(1) If, in the exercise of the powers conferred by this Order, the undertaker requires that apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED 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, it 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 direct 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 direct 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 other land owned or controlled by the undertaker.

(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 the undertaker shall use reasonable endeavours to secure alternative rights in the land in which the alternative apparatus is to be constructed, and if the undertaker is unable to obtain such rights, 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 Electricity Act 1989 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 124.

(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled pursuant to paragraph 124, 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 by the undertaker to be removed 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 124; 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

120.—(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 124.

(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 facilities and rights in respect of 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. 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

121.—(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 119, 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) below.

(2) Subject to sub-paragraph (3) below the undertaker shall not commence any works to which sub-paragraph (1) 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 (1) 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 (1) must be executed only in accordance with the plan submitted under sub-paragraph (1) 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 shall 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 119(2).

(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 (1) 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

122.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the proper and reasonable expenses reasonably 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 (1), 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 (1).

(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 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.

Liability

123.—(1) Subject to sub-paragraph (2), 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 (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 NGED, its officers, servants, contractors or agents.

(3) NGED must act reasonably in relation to any claim or demand served under sub-paragraph (1) and use its reasonable endeavours to mitigate and minimise any costs, expenses, loss, demands, proceedings and penalties to which a claim or demand under sub-paragraph (1) applies.

(4) 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

124.—(1) Article 42 (arbitration) shall apply to any difference as to the legal interpretation of this Schedule and as provided for in sub-paragraph (7).

(2) Save as provided for in sub-paragraph (1) 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 28 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 submission 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 sub-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 42.

Co-operation

125.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or NGED requires the removal and/or diversion of apparatus under paragraph 119 or NGED makes requirements for the protection or alteration of apparatus under paragraph 120, the undertaker must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic operation of NGED's undertaking and NGED must use its reasonable endeavours to co-operate with the undertaker for that purpose and for the purpose of the safe and efficient delivery of the authorised development.

(2) For the avoidance of doubt whenever NGED'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 NGED, it must not be unreasonably withheld or delayed.

Access

126. If in consequence of the agreement reached under paragraph 118 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 NGED to maintain or use the apparatus no less effectively than was possible before such obstruction.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Elements Green Trent 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 this Order and certified in accordance with article 41 (certificate of plans and documents, etc.) of this Order (certification of plans and documents, etc.) may be inspected free of charge during working hours at the offices of Newark and Sherwood District Council, Castle House, Great North Road, Newark-on-Trent, Nottinghamshire NG24 1BY.