

PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

APPLICATION BY STEEPLE SOLAR FARM LIMITED FOR A DEVELOPMENT CONSENT ORDER

RESPONSE TO EXAMINING AUTHORITY'S

SECOND WRITTEN QUESTIONS

ON BEHALF OF

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Examining Authority's Question	NGET Response
<p>Q7.2.4 'Landowner Alternative Route'</p> <p>Paragraph 28 of your deadline 3 submission [REP3-053] states you will provide figures of the affected land for what the applicant refers to as the "Landowner Alternative Route". Provide those figures.</p>	<p>NGET can now confirm the figures for the area of land affected by the "Landowner Alternative Route".</p> <p>The area of temporary sterilisation within the Steeple DCO Order Limits would be 45.42 acres, representing 2.07% of the total land within the Steeple Renewables Project Order Limits. The area of permanent sterilisation would be 20.31 acres, representing 0.93% of the total land within the Steeple Renewables Project Order Limits.</p> <p>In addition, if the Landowner Alternative Route were selected, there would be an additional 34.78 acres of temporary sterilisation and 16.81 acres of permanent sterilisation within the consented Wood Lane Solar area. These impacts on Wood Lane Solar would be avoided altogether by NGET's preferred route, which has no impact on the Wood Lane Solar development. It should be noted that the total area of solar development permanently sterilised (Steeple Renewables and Wood Lane Solar combined) would be slightly higher overall on the Landowner Alternative Route than on NGET's preferred route.</p>
<p>Q7.2.5 Holford Rules</p> <p>Provide a response to the applicant's comments in their deadline 2 submission [REP2-052] paragraph 74 of part 1 and paragraph 2.17 of part 2 (response to the ExA's first written questions (ExQ1) Q7.0.4) that the proposed route of the NHHM project would fail Holford Rule 7's supporting notes.</p>	<p>First, the suggestion that the Steeple Renewables Project has not been taken into account in the routing of the NHHM Project is demonstrably incorrect. As set out in detail in NGET's Deadline 3 submission (REP3-053), NGET has engaged with the Applicant since November 2023, only a month after the Steeple Renewables Project was made public, and has proactively maintained engagement throughout the development of the NHHM Project. A comprehensive schedule of that engagement is set out in Table 1 of the Deadline 3 submission, which records extensive interactions between the parties from November 2023 to January 2026. All feedback received from the Applicant has been taken into account in the development of the NHHM route. The Applicant's own Deadline 2 submission (REP2-052) appends three separate consultation responses from the Applicant to NHHM consultations, which further undermines any suggestion that the Steeple Renewables Project has not been considered.</p> <p>In addition, NGET has taken concrete steps to minimise the impact of the NHHM Project on the Steeple Renewables Project through design amendments. Temporary land take has been reduced by amending construction access routes to follow a more direct path within the Steeple Renewables Project area and by reducing the stringing position at proposed pylon 4AF215 by 60</p>

metres. Permanent land take has been reduced by routeing the alignment in close parallel to the railway line, avoiding angle changes within the Steeple Renewables Project draft Order Limits, amending pylon working areas to avoid clashes with the proposed perimeter fence, and aligning proposed maintenance access with the Steeple Renewables Project's proposed access tracks. NGET has also considered multiple alternative alignment options in the vicinity of the Steeple Renewables Project, as set out in paragraphs 33 to 48 of the Deadline 3 submission. NGET has also addressed the manner in which the Steeple Renewables Project has been considered in its oral submissions at CAH1 and ISH3 (see the written summaries of oral submissions at REP4-006 and REP4-007). At ISH3, NGET submitted that the route selection process has been necessarily sophisticated and iterative, addressing multiple potential impacts embracing environmental, socio-economic and heritage considerations, as well as programming needs. The interaction with the Steeple Renewables Project is only one of many considerations informing route alignment for NHHM, and extends for approximately two kilometres of the total 90-kilometre extent of NHHM.

In those circumstances, the suggestion that the Steeple Renewables Project has not been taken into account in the routeing of the NHHM Project is simply wrong.

Secondly, the Applicant's point about the Supporting Note to Holford Rule 7 is misconceived, because it mischaracterises the nature of the obligation that the Rule imposes. The Note to Holford Rule 7 requires NGET to "minimise as far as possible" the effect on development; it does not require NGET to avoid any effect on development entirely. The words "as far as possible" are critical in this regard. Significantly, they provide a necessary, practical limitation on the obligation imposed, recognising that there are numerous different considerations that NGET must take into account in selecting its route, including the other Holford Rules and a range of environmental, socio-economic and technical factors, such that in certain circumstances some degree of impact on development may be necessary/unavoidable. Compliance with Holford Rule 7, and its Supporting Note, therefore require NGET to reach an overall judgement, balancing all material considerations, and to minimise the effect on development within that context. That is precisely what NGET has done.

Accordingly, it is wrong to cherry-pick particular parts of the Holford Rules, or particular considerations, in isolation. As NGET has explained in its Deadline 3 submission (REP3-053), the selection of the proposed alignment involved making a judgement as to the optimal balance between a number of factors, of which impact on the Steeple Renewables Project was only one of many. Those factors include avoiding the crossing and undergrounding of the existing 132kV overhead line, avoiding the consented Wood Lane Solar Farm, achieving an optimised crossing of two railway lines, minimising impacts on the setting of the Scheduled Monument Church of St Helen's, following lower-elevation land to reduce landscape and visual impacts, and minimising proximity to residential properties. Each of these considerations is relevant, and NGET has

	<p>reached an overall judgement that represents the best available balance, taking into account all the factors it is required to consider, including but not limited to the Holford Rules.</p>
<p>Q7.2.6 Need for protective provisions</p> <p>If protective provisions were not applied as part of any consented DCO for the proposed Steeple Renewables development, what effect (if any) could this have on any land rights requests as part of the proposed NHHM application? If NGET would be required to apply for acquisition of rights as part of any future DCO application for the NHHM project in any case, explain the purpose of seeking and securing the protective provisions you require (aside from any need case argument).</p> <p>Conversely, if protective provisions were to be applied to any consented DCO for the proposed Steeple Renewables development, could the application of protective provisions in favour of NGET result in unnecessary duplication if compulsory acquisition of land or rights is sought and later consented as part of any future application for the proposed NHHM project?</p> <p>Whilst primarily addressed to NGET, the applicant is also invited to provide any comments to this question.</p>	<p>The issue of interaction between the two projects can and should be addressed now by way of protective provisions, within the current examination, for the following reasons.</p> <p>First, leaving the matter to be resolved through the NHHM examination would increase uncertainty for both projects. If protective provisions are not included in the Steeple Renewables DCO, the Applicant will need to wait until the conclusion of the NHHM examination and the decision on the NHHM DCO before knowing whether or how its project will be affected by NHHM. In the absence of suitable protective provisions, there would be greater uncertainty for the Applicant, as the NHHM Project would need to address the interaction between the two projects through its own DCO application, which will not be determined until after the grant of any DCO in respect of the Steeple Renewables Project, leaving the Applicant without clarity as to the interface arrangements between the two schemes during the construction of the Steeple Renewables Project. It is far more efficient to resolve the issue now, so that all parties know where they stand.</p> <p>Second, it is also in the interests of both NGET and the Applicant to ensure co-ordination throughout the development of both schemes so that impacts on the community of Sturton Le Steeple can be reduced. A failure to co-ordinate the two projects would likely result in greater and more prolonged disruption for local residents than would be the case if the interface arrangements are resolved now.</p> <p>Third, deferring the issue to the NHHM examination would create consenting risk for, and jeopardise the delivery of, NHHM. The NHHM Project cannot be delivered without a clear corridor through the solar farm. If solar panels are constructed within the NHHM draft Order Limits, they would need to be removed to provide adequate space for construction of the overhead line, introducing additional programme risk and potential costs. Furthermore, site access infrastructure, if not co-ordinated and built to appropriate standards, would require upgrading to accommodate the larger and heavier plant necessary for delivery of the NHHM Project. The Applicant's construction compound is also currently located within the NHHM draft Order Limits and, without co-ordination, would need to be removed prior to NHHM construction. These practical implications demonstrate the importance of resolving the interface between the two projects now, rather than deferring the matter to the NHHM examination. The NHHM Project is critical national infrastructure required to increase the capability and capacity of the electricity transmission network, and NGET's licence obligation requires NHHM to be commissioned by the end of 2031. Any delay to the project arising from uncertainty over the interface with the Steeple Renewables</p>

	<p>Project would compromise NGET's ability to meet this deadline, which outcome would be contrary to the public interest.</p> <p>Fourth, the linear nature of the NHHM Project (a 90-kilometre overhead line) means that changes to the route in any one location have implications well beyond that specific section. Interactions with third-party developments are frequent on a lengthy linear scheme. Smaller-scale projects are typically quicker to design and bring into the consenting system, and it will therefore be a regular occurrence that such projects enter the consenting process ahead of a project of the scale and complexity of NHHM. There cannot be an expectation that NGET will continually adjust its route in response to each such interaction, as to do so would mean inordinate delay in NGET reaching a finalised design. Any significant route change would require further consultation, additional environmental surveys and design work, and would introduce material programme delay. Given the national importance of delivering the NHHM Project within the required timeframe, such delays cannot be risked.</p> <p>Furthermore, it is no answer to say that NGET can simply move the route to avoid the interaction. As NGET has explained in its Deadline 3 submission (REP3-053), route selection is inherently dynamic and evolves based on comprehensive consultation feedback, detailed surveys and ongoing design work. The currently proposed route has been determined to be the optimal solution following a thorough evaluation of all relevant factors. Each time a route change is made, NGET may need to carry out further targeted consultation, which causes delay and is contrary to the imperative that the NHHM Project be delivered by its required operational date.</p> <p>As to whether protective provisions would result in unnecessary duplication if compulsory acquisition of land or rights is sought as part of the NHHM DCO, this would not be the case. When its DCO application is considered at examination, NGET will indeed have to demonstrate a compelling case in support of any request for powers of compulsory acquisition. However, as set out above, leaving the issue of the two schemes' interaction to be addressed through NGET's compulsory acquisition case is not the appropriate vehicle for dealing with that issue. The protective provisions are intended to provide a framework for the two projects to coexist during both the construction and operational phases, including mechanisms for consultation, cooperation and dispute resolution. These are not functions that can be performed through a compulsory acquisition process, which is concerned with the acquisition of interests in land rather than the ongoing management of the interface between two nationally significant infrastructure projects. Resolving the interface arrangements now, through protective provisions, is in the interests of both projects and is consistent with sound planning.</p>
Q7.2.7 Protective provisions	

<p>In the event that protective provisions may be imposed in favour of NGET in respect of the proposed NHHM project on any consented DCO for the proposed Steeple Renewables development, should the provisions be accompanied by a plan that specifically identifies areas that may be affected? If not, explain why not.</p>	<p>NGET does not consider that a plan specifically identifying the affected areas should accompany the protective provisions at this stage. The NHHM DCO application has not yet been made; submission is scheduled for September 2026. NGET has ongoing obligations in relation to consultation and design development which it must discharge as part of the DCO process, and it is not in a position to commit to a particular alignment in advance of that process. In addition, the landowner and the Applicant are pressing NGET to consider alternative routes, which further underscores the difficulty of fixing the precise area at this stage.</p> <p>It is important to distinguish between the protective provisions framework and the identification of the precise affected area. As set out in NGET's response to question Q7.2.6 above, the protective provisions should be resolved now because they establish the framework for coordination, consultation, cooperation and dispute resolution between the two projects. That framework can and should be fixed at this stage, as it defines the rules of engagement rather than fixed boundaries.</p> <p>By contrast, the precise area affected is a matter of technical detail that necessarily evolves through the design process and will be fixed when NGET's alignment is finalised at DCO submission. There is no inconsistency between these positions: the former concerns process and governance, the latter concerns technical design.</p> <p>NGET considers that the appropriate course is for the precise area to be fixed at the point at which the NHHM DCO application is submitted. Since the NHHM DCO application will be made before the Applicant receives a decision on its own DCO application, this will provide the Applicant with certainty as to the route in good time. In the meantime, the Applicant already has a reasonable understanding of the likely affected area from NGET's extensive engagement throughout the development of the NHHM Project and from the draft Order Limits that have been shared. The protective provisions will operate effectively without a plan at this stage, because they establish a process for managing the interface rather than defining fixed boundaries.</p>
<p>Q9.4.1 Wording for Protective Provisions</p> <p>The ExA noted the applicant's update during compulsory acquisition hearing 1 [EV6-001] on the current position of agreeing protective provisions.</p> <p>The ExA requests that any party affected by protective provisions provides any preferred wording you are</p>	<p>NGET's preferred wording for the protective provisions is set out in the Appendix to this document. NGET's required changes from the version proposed by the Applicant appear in red text (tracked changes).</p> <p>The protective provisions in the Appendix also include the following corrections to typographical errors in the protective provision submitted by NGET at Deadline 3 (REP3-053), which were identified during NGET's oral submissions at CAH1 (see the written summary at REP4-006) and upon subsequent review:</p>

seeking to the dDCO at deadline 5 where disagreement remains with the applicant.

The applicant is also requested to update schedule 10 of the dDCO at deadline 5 providing full wording of all outstanding provisions with those parties requiring protective provisions (even if not agreed). Where areas of disagreement remain, the applicant is requested to lead on providing a table setting out the specific wording for each party that is subject to disagreement, the wording that the objecting party is seeking and each party's position for the wording requested.

- a) Paragraph 2 (Interpretation): The definition of "North Humber to High Marnham Site" is now set out below the definition of "North Humber to High Marnham Project" (formatting correction).
- b) Paragraph 2 (Interpretation): The definition "NGESO" has been changed to "NESO" to reflect the change from National Grid Energy System Operator to National Energy System Operator.
- c) Paragraph 2 (Interpretation): In the definition of "STC", "NGESO" has been changed to "NESO".
- d) Paragraph 6(2) (Acquisition of Land): The reference to "National Grid" now reads "National Grid Electricity Transmission Plc".
- e) Paragraph 6(2) (Acquisition of Land): The reference to "project" now reads "Site".
- f) Paragraph 9(5)(b) (Retained apparatus: protection): The reference to "National Grid" now reads "National Grid Electricity Transmission Plc".

Discussions between NGET and the Applicant in relation to both the protective provisions and a side agreement are ongoing. NGET will continue to seek to reach agreement with the Applicant on both the protective provisions and a suitable side agreement.

APPENDIX

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

SCHEDULE 1 PROTECTIVE PROVISIONS

PART 1 FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

Application

~~1.1~~1.1(1) For the protection of National Grid Electricity Transmission Plc as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

[(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article [] (*consent to transfer benefit of Order*) –

(a) any agreement of the type mentioned in subparagraph (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 11(3)b).]

Interpretation

2. In this Part of this Schedule—

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

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £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

(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”

(a) electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus; and

(b) such other apparatus constructed pursuant to the Order that becomes operational apparatus of the undertaker for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus; and

(c) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid Electricity Transmission Plc for the purposes of the construction, operation and maintenance of the North Humber to High Marnham Project or whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised development and intended for the beneficial use by National Grid Electricity Transmission Plc (“North Humber to High Marnham 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;

(a)

"North Humber to High Marnham Project" means the proposed new high voltage electricity transmission line and associated works between a new substation at Creyke Beck in the East Riding of Yorkshire and a new substation at High Marnham in Nottinghamshire to be undertaken by National Grid Electricity Transmission Plc;

"North Humber to High Marnham Site" includes –

(a) land on which any North Humber to High Marnham apparatus is situated; and

(b) land on which North Humber to High Marnham apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the North Humber to High Marnham Project (in so far as the same has been notified by National Grid Electricity Transmission Plc in writing to the undertaker)

"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;

"NESO" 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;

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

~~(a)~~ ~~(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 8(2) or otherwise; and/or

~~(b)~~ may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 8(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 NESO as modified from time to time;

"STC Claims" means any claim made under the STC against National Grid Electricity Transmission Plc arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector's equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid Electricity Transmission Plc's transmission system which arises as a result of the authorised works;

"Transmission Owner" means as defined in the STC;

"undertaker" means the undertaker as defined in article 2(1) of this Order;

3. —Interaction with the North Humber to High Marnham Project

Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised development and the North Humber to High Marnham Project. For the purposes of this paragraph, "reasonable endeavours" means—

(a) undertaking consultation on the detailed design and programming of the National Grid Electricity Transmission Plc connection works and all works associated with or ancillary to the National Grid connection works to ensure that the design and programme for the National Grid Electricity Transmission Plc connection works does not unreasonably impede or interfere with the North Humber to High Marnham Project;

(b) having regard to the proposed programme of works for the North Humber to High Marnham Project as may be made available to the undertaker by National Grid Electricity Transmission Plc and facilitating a co-ordinated approach to the programme, land assembly, and the carrying out of the National Grid Electricity Transmission Plc connection works and the North Humber to High Marnham Project;

(c) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development; and

(d) keeping National Grid Electricity Transmission Plc informed on the programme of works for the authorised development.

On Street Apparatus

3. ~~4.~~—Except for paragraphs 5 (*apparatus in stopped up streets*), 10 (*retained apparatus: protection*), 11 (*expenses*) and 12 (*indemnity*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid Electricity Transmission Plc in stopped up streets

~~4.5.~~ ~~a)~~ (1) Where any street is stopped up under article [] [(*permanent stopping up, restriction of use and construction of streets, public rights of way and private means of access*)], 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 stopping up 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 stopping up 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 8 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 10.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article [] [(*temporary stopping up and restriction of use of streets*)], 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 stopping up or diversion was in that highway.

Protective works to buildings

~~5.6.~~—The undertaker, in the case of the powers conferred by article [] [(*protective work to buildings*)], must exercise those powers so as not to obstruct or render less convenient the access to any apparatus or to the North Humber to High Marnham Project without the written consent of National Grid Electricity Transmission Plc.

Acquisition of land

~~6.7.~~— (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 North Humber to High Marnham Site (such agreement not to be unreasonably withheld or delayed)**

(2) ~~(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.

(3) ~~(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.

~~(4)~~ ~~(5)~~—Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 10 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

~~7.8.~~ ~~b)~~ ~~(1)~~ If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid Electricity Transmission Plc to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid Electricity Transmission Plc in accordance with sub-paragraph (2) to (5).

~~(2)~~ ~~(1)~~—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 9(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)~~ ~~(2)~~—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)~~ ~~(3)~~—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)~~ ~~(4)~~—National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid Electricity Transmission Plc of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

~~8.9.~~ ~~e)~~ ~~(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 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.

~~(1)-(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 16 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

~~9. 10.~~ ~~(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)~~ ~~(1)~~ 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 works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.
- (h) a ground monitoring scheme, where required.

~~(3)~~ ~~(2)~~ In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing; -

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

~~(4)~~ ~~(3)~~ 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)~~ ~~(4)~~ 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)~~; and,

(b) may be given subject to such reasonable requirements as National Grid Electricity Transmission Plc may have in connection with the safe and efficient construction, commissioning, operation and maintenance of the North Humber to High Marnham Project

~~(b)~~ ~~(c)~~ ~~or (8)~~; and must not be unreasonably withheld.

~~(6)~~ ~~(5)~~ 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)~~ ~~(6)~~ Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs

~~(5)~~ ~~(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)~~ ~~(7)~~ Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc shall give notice 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)~~ ~~(8)~~ 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 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 8(2).

~~(10)~~ ~~(9)~~ Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

~~(10)~~ The undertaker will not be required to comply with sub-paragraph (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.

(11) 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

~~11.~~ ~~e)~~ 11.(1) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Electricity Transmission Plc within 30 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses

reasonably anticipated within the following three months or reasonably and properly incurred by National Grid Electricity Transmission Plc in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 8(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 16 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to 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

12. —~~1~~(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 [x] *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-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 12; and/or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Grid Electricity Transmission Plc must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) National Grid Electricity Transmission Plc must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid Electricity Transmission Plc must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid Electricity Transmission Plc's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid Electricity Transmission Plc's control and if reasonably requested to do so by the undertaker National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid Electricity Transmission Plc or in respect of which National Grid Electricity Transmission Plc has an easement or wayleave for its apparatus or any other interest or to carry out any works within [15] metres of National Grid Electricity Transmission Plc's apparatus until the following conditions are satisfied:

(a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it 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 12(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

13. 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

~~14.~~ 14.(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 8(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 10, 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.

Access

15. If in consequence of the agreement reached in accordance with paragraph 7(1) or the powers granted under this Order the access to any apparatus **or the North Humber to High Marnham Project**-is materially obstructed, the undertaker must provide such alternative means of access to such apparatus **or to the North Humber to High Marnham Project** as will enable National Grid Electricity Transmission Plc to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

16. Save for differences or disputes arising under paragraph 8(2), 8(4) 9(1) and 10 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 [●] (*arbitration*).

Notices

17. Notwithstanding article [] (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 10 must be submitted using the LSBUD system (~~<https://lsbud.co.uk/>~~<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.