Lime Down
Solar Park

Draft Development Consent Order (Tracked)

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STATUTORY INSTRUMENTS

202[ ] No. ****

INFRASTRUCTURE PLANNING

The Lime Down Solar Park Order 202[ ]

Made - - - - ***

Coming into force - - ***

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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 2 of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of Part 6 of the 2008 Act and 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having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(**d**) of the 2008 Act made a report and recommendation to the Secretary of State.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**), 117(**i**), 120(**j**), 122(**k**), 123(**l**) of the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Lime Down Solar Park Order 202[ ] and comes into force on [ ] 202[ ].

Interpretation

2.—(1) In this Order—

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

(**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.
(**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 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c. 23) and by section 128(2) of the and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011 (c. 20).
(**g**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**h**) Section 115 was amended by paragraph 56 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011, section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**i**) Section 117 was amended by paragraph 58 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011.
(**j**) Section 120 was amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**k**) Section 122 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**l**) Section 123 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**m**) 1961 c. 33.

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

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

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

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

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

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

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

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

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

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

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

"applicable period" means the period of five years beginning on the day on which this Order comes into force and includes any extension applied by section 4A (extension of time limit during challenge) of the 1965 Act or section 5B (extension of time limit during challenge) of the 1981 Act;

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

"book of reference" means the document of that name identified in the table at Schedule 13 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 or 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;

"commercial use" means the export of electricity from any part, and the import of electricity to any part, by the authorised development on a commercial basis, following the date of final commissioning of any part of the authorised development;

"crown land plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the crown land plan for the purposes of this Order;

"date of decommissioning" means in respect of each part of the authorised development, the date notified under requirement 20 that the commercial use of that part of the authorised development has permanently ceased;

"date of final commissioning" means the date on which the authorised development commences operation by generating electricity on a commercial basis but excluding the generation of electricity during commissioning and testing;

(**a**) 1965 c. 56.
(**b**) 1980 c. 66.
(**c**) 1981 c. 66.
(**d**) 1984 c. 27.
(**e**) 1989 c. 29.
(**f**) 1990 c. 8.
(**g**) 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).
(**h**) 2008 c. 29.

"definitive map and statement" has the same meaning as in Part 3 of the Wildlife and Countryside Act 1981(**a**);

"design principles and parameters" means the document of that name identified in the table of Schedule 13 and which is certified by the Secretary of State as the design principles and parameters for the purposes of this Order;

"electronic transmission" means a communication transmitted—

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

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

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

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

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

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

"land plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the land plan for the purposes of this Order;

"maintain" includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace (including scheduled replacement) and improve any part of the authorised development and "maintenance" and "maintaining" are to be construed accordingly;

"National Grid" means National Grid Electricity Transmission plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

"Order land" means the land shown coloured pink or blue on the land plan which is required for or is required to facilitate or is incidental to the authorised development and 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 plan 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 13 and which is certified by the Secretary of State as the outline archaeological mitigation strategy for the purposes of this Order;

"outline battery safety management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the battery safety management plan for the purposes of this Order;

"outline construction environmental management plan" means the document of that name identified in the table at Schedule 13 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 13 and which is certified by the Secretary of State as the outline construction traffic management plan for the purposes of this Order;

"outline decommissioning strategy" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline decommissioning strategy for the purposes of this Order;

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

(**a**) 1981 c. 69.
(**b**) "highway" is defined in section 328(1). For "highway authority" see section 1.
(**c**) 2006 c. 46.

"outline ecological protection and mitigation strategy" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline ecological protection and mitigation strategy for the purposes of this Order;

"outline landscape and ecological management plan" means the document of that name identified in the table at Schedule 13 and which is 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 13 and which is certified by the Secretary of State as the outline operational environmental management plan for the purposes of this Order;

"outline public rights of way and permissive paths management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline public rights of way and permissive paths management plan for the purposes of this Order;

"outline site waste management plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline site waste 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 13 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 resources management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline soil resources management plan for the purposes of this Order;

"outline water resources strategy" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline water resources strategy for the purposes of this Order;

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

"permit scheme" means all or any of the Wiltshire Council Permit Scheme made by the Wiltshire Council (Traffic Management) Permit Scheme Order 2020 (as varied) or the South Gloucestershire Council Permit Scheme that came into force on 1 October 2019, which are schemes made under Part 3 of the Traffic Management Act 2004;

"permitted preliminary works" means all or any of—

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

(b) removal of plant and machinery;

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

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

(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; or

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

"permitted preliminary works environmental management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the permitted preliminary works environmental management plan for the purposes of this Order;

"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 plan;

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

"public right of way" includes any public right of way that is added to the definitive map and statement after the making of this Order;

"public rights of way plan" means the plans of that name identified in the table at Schedule 13 and which are certified by the Secretary of State as the public rights of way plan for the purposes of this Order;

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

"requirements" means those matters set out at Schedule 2 (requirements) and "requirement" means any one of the 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 and includes a public communications provider defined by section 151(1) (interpretation of chapter 1) of the Communications Act 2003(**a**);

"street" means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes any footpath and part of a street;

"street authority", in relation to a street, has the same meaning as in Part 3 of the 1991 Act(**b**);

"streets plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the streets plan for the purposes of this Order;

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

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

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

"TPO and hedgerow plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the tree protection order and hedgerow plan for the purposes of this Order;

"undertaker" means Lime Down Solar Park Limited (company number 13211532) and any other person who for the time being has the benefit of this Order in accordance with article 36 (benefit of the Order) or article 37 (consent to transfer the benefit of the Order);

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

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

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

"works plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the works plan for the purposes of this Order.

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

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

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

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

(**c**) Section 121A was inserted by paragraph 70 of Schedule 8 to the 1991 Act, and subsequently amended by section 271 of the Greater London Authority Act 1999 (c. 29); section 1(6) of, and paragraphs 70 and 95 of Schedule 1 to the Infrastructure Act 2015; and S.I. 1999/1920 and S.I. 2001/1400.

(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 plan, access plan and public rights of way plan 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 and shown on the works plan and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to "Work No. 3" or "numbered work 3" means numbered works 3A and 3B inclusive and the same principle applies to such numbered works that contain letters.

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

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

(8) In this Order, all references to the singular is a reference to the plural, and vice versa, except where explicitly stated.

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

(10) In this Order, references to materially new or materially different environmental effects in comparison with those reported in the environmental statement are not to be construed so as to include the avoidance, removal or reduction of an assessed adverse environmental effect or a positive environmental effect, or the increase of an assessed positive environmental effect or creation of a new positive environmental effect. A matter will be within scope of the environmental statement if it does not give rise to materially new or materially different environmental effects to those reported in the environmental statement.

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.

(1) Each numbered work must be situated within the corresponding numbered area shown on the works plan.

Operation of generating station

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

(1) 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.

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

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

Disapplication and modification of legislation, etc.

6.—(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;

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

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

(f) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order; and

(g) the provisions of the Neighbourhood Planning Act 2017(**f**) insofar as they relate to the temporary possession of land under articles 31 (temporary use of land for constructing the 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(**g**) 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(1) of the Hedgerows Regulations 1997 has effect as though after sub-paragraph (e) there were added—

(ea) for carrying out any development or in the exercise of any functions that are authorised by the Lime Down Solar Park Order 202[ ]; .

(4) Regulation 3(2) of The Environmental Impact Assessment (Agriculture) (England) (No.2) Regulations 2006 has effect as though after sub-paragraph (b) there were added—

(ba) constitutes development to which the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 apply; .

(5) ~~(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(**h**) 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.

(**a**) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.

(**b**) Section 32 was amended by S.I. 2013/755.

(**c**) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).

(**d**) 1991 c. 57. Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to the Marine and Coastal Access Act 2009 (c. 23) and S.I. 2013/775. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, sections 224, 233 and 321 of and paragraphs 20 and 24 of Schedule 16 and Part 5(B) of Schedule 22 to the Marine and Coastal Access Act 2009 and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

(**e**) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.

(**f**) 2017 c. 20.

(**g**) Section 9 was amended by section 4 of, and paragraph 141 of, Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2013/755. There are other amendments to section 9 that are not relevant to this Order.

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

Defence to proceedings in respect of statutory nuisance

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

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

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

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

(2) Section 61(9) (consent for work on construction sites to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974, does not apply where the consent relates to the use of the premises by the undertaker for the purposes of, or in connection with, the construction or maintenance or decommissioning of the authorised development.

PART 3

STREETS

Street works

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

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

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

(c) place and keep apparatus in or under the street;

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

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

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

(2) The authority given by paragraph (1) is a statutory right 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).

(**a**) 1990 c. 43.

(**b**) 1974 c. 40. Section 61(9) was amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 (c. 25). There are other amendments to the 1974 Act which are not relevant to the Order.

Application of the permit schemes

9.—(1) The permit schemes apply with the modifications set out in this article to street works carried out under the power conferred by article 8 (street works) of this Order.

(1) For the purposes of this Order—

(a) a permit may not be refused or granted subject to conditions which amount to the imposition of 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.

(2) 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 Schedule 16 (procedure for discharge of requirements) of 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.

Power to alter layout, etc., of streets

10.—(1) The undertaker may for the purposes of the authorised development alter the layout of, and carry out the works to, the streets—

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

(b) specified in column 2 of the table in Part 2 (temporary alteration of layout) of Schedule 5 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 constructing, operating or maintaining, or decommissioning 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;

(b) make and maintain passing places; and

(c) alter, remove, replace or relocate any street furniture, including but without limitation any bollards, lighting columns or street signs.

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

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

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

Construction and maintenance of altered streets

11.—(1) Each of the streets altered by the undertaker under the powers conferred by article 10 (power to alter layout, etc., of streets) must—

(a) be completed to the reasonable satisfaction of the street authority; and

(b) unless otherwise agreed with the street authority, be maintained by and at the expense of—

(i) the undertaker, for a period of 12 months from the date the alteration of that street is completed; and

(ii) by the street authority, from the expiry of that 12 month period.

(2) 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.

(3) For the purposes of a defence under paragraph (2), 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.

Temporary closure, restriction or prohibition of use of streets and public rights of way

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

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

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

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

(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary 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, restrict the use of, authorise the use of, alter or divert—

(a) the streets specified in column 2 of the table in Part 1 (streets to be temporarily closed) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;

(b) the public rights of way specified in column 2 of the table in Part 2 (public rights of way to be temporarily closed) of Schedule 6 to the extent specified in column 3 of that table;

(c) the public rights of way specified in column 2 of the table in Part 3 (public rights of way to be temporarily closed and diverted) of Schedule 6 to the extent specified in column 3 of that table; and

(d) the public rights of way specified in column 2 of the table in Part 4 (temporary use of motor vehicles on public rights of way) of Schedule 6 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; and

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

(5) Any person who suffers loss by the suspension of any street or private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

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

(7) If the undertaker uses any street or public right of way as a temporary working site under this article the undertaker must restore the street or public right of way to the reasonable satisfaction of the street authority.

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

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

Use of private roads

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

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

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

Access to works

14. 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 locations specified in Part 1 (permanent means of access to works) of Schedule 7 (access to works);

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

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

Agreements with street authorities

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

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

(b) any 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 8 (street works), article 10 (power to alter layout, etc., of streets), article 11 (construction and maintenance of altered streets) and article 14 (access to works); or

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

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

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

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

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

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

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

Traffic regulation measures

16.—(1) Subject to the provisions of this article, the undertaker may make temporary provision for the purposes of the construction, maintenance and 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 the prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;

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

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

(2) 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 of the authorised development, temporarily place traffic signs and signals in the extents specified in column 3 of road specified in column 2 of the table in Schedule 8 (traffic regulation measures) and over which temporary provision has been made under paragraph (1) 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**).

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

(4) Before exercising the power conferred by paragraph (1) the undertaker must—

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

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

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

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

(b) not less than 7 days before the provision is to take effect published the undertaker's intention to make the provision in one or more newspaper circulating in the area in which any road to which the provision relates is situated.

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

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

(7) Any provision made by the undertaker under article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way) or paragraphs (1) or (2) of this article—

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

(b) has effect as if duly made by the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act and the instrument by which it is effected may specify specific savings and exemptions to which the provision is subject; and

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

PART 4

SUPPLEMENTAL POWERS

Discharge of water

17.—(1) Subject to paragraphs (3), (4) and (8) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance or decommissioning 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.

(1) 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**).

(2) 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.

(3) 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.

(4) 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, the provisions of Part 9 of Schedule 15 (protective provisions) apply in substitution for the provisions of paragraphs (3) and (4).

(5) 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.

(6) 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.

(7) In this article—

(a) "drainage authority" means the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991;

(b) "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

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(**a**) 2004 c. 18.
(**b**) 1991 c. 56.

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

Removal of human remains

18.—(1) Before the undertaker constructs any part of the authorised development or carries out works which will or may disturb any human remains in the Order limits it must remove those human remains from the Order limits, or cause them to be removed, in accordance with the following provisions of this article.

(1) Subject to paragraph (11), before any such remains are removed from the Order limits the undertaker must give notice of the intended removal, describing the Order limits and stating the general effect of the following provisions of this article, by—

(a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and

(b) displaying a notice in a conspicuous place on or near the Order limits.

(2) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.

(3) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the Order limits may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(4) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—

(a) removed and reinterred in any burial ground or cemetery in which burials may legally take place; or

(b) removed to, and cremated in, any crematorium,

and that person must, as soon as reasonably practicable after such reinterment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).

(5) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question cannot be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

(6) The undertaker must pay the reasonable expenses of removing and reinterring or cremating the remains of any deceased person under this article.

(7) If—

(a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order limits; or

(b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or

(c) within 56 days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (9) the undertaker must remove the remains and cause them to be reinterred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be reinterred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(8) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be

identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and reinterment or cremation of the remains.

(9) On the reinterment or cremation of any remains under this article—

(a) a certificate of reinterment or cremation must be sent by the undertaker to the Registrar General by the undertaker giving the date of reinterment or cremation and identifying the place from which the remains were removed and the place in which they were reinterred or cremated; and

(b) a copy of the certificate of reinterment or cremation and the record mentioned in paragraph (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(10) No notice is required under paragraph (2) before the removal of any human remains where the undertaker is satisfied—

(a) that the remains were interred more than 100 years ago; and

(b) that no personal representative or relative of the deceased is likely to object to the remains being removed in accordance with this article.

(11) In the case of human remains to which paragraph (11) applies, the undertaker—

(a) may remove the remains;

(b) must apply for direction from the Secretary of State under paragraph (14) as to their subsequent treatment; and

(c) must deal with the remains in such manner and subject to such conditions as the Secretary of State directs.

(12) In this article—

(a) references to a relative of the deceased are to a person who—

(i) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or

(ii) is, or is a child of, a brother, sister, uncle or aunt of the deceased; and

(b) references to a personal representative of the deceased are to a person or persons who—

(i) is the lawful executor of the estate of the deceased; or

(ii) is the lawful administrator of the estate of the deceased.

(13) The removal and subsequent treatment of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(14) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(15) Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(**a**) is not applied to a removal carried out in accordance with this article.

(16) Section 239 (use and development of burial grounds) of the 1990 Act applies—

(a) in relation to land, other than a right over land, acquired for the purposes of the authorised development (whether or not by agreement), so as to permit use by the undertaker in accordance with the provisions of this Order; and

(b) in relation to a right over land so acquired (whether or not by agreement), or the temporary use of land pursuant to article 31 (temporary use of land for constructing the authorised development) or 32 (temporary use of land for maintaining the authorised development), so as to permit the exercise of that right or the temporary use of land by the undertaker in accordance with the provisions of this Order,

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(**a**) 1857 c. 81. Substituted by Church of England (Miscellaneous Provisions) Measure 2014 No., 1 s.2 (January 1, 2015: substitution has effect subject to transitional and saving provisions specified in S.I. 2014/2077 Schedule 1 paragraphs 1 and 2.

and in section 240(1) (provisions supplemental to ss. 238 and 239) of the 1990 Act reference to "regulations made for the purposes of section 238(3) and (4) and 239(2)" means, so far as applicable to land or a right over land acquired under this Order, paragraphs (2) to (16) of this article and section 240(3) of the 1990 Act reference to a "statutory undertaker" includes the undertaker and reference to "any other enactment" includes this Order.

(17) The Town and Country Planning (Churches, Places of Religious Worship and Burial Ground) Regulations 1950(**a**) do not apply to the authorised development.

Protective works to buildings

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

(1) 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.

(2) 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.

(3) 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 (whether or not such adjacent land is inside or outside the Order limits) but not any building erected on it.

(4) 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;

(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.

(5) 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 44 (arbitration).

(6) 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.

(7) Where—

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

(**a**) S.I. 1950/792.

(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.

(8) Subject to article 43 (no double recovery) nothing in this article relieves the undertaker from any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance)(**a**) of the 2008 Act.

(9) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(10) Section 13 (refusal to give possession to acquiring authority)(**b**) 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)(**c**) of the 2008 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

20.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or enter on any land which may be affected by the authorised development or enter on any land upon which entry is required in order to carry out monitoring or surveys in respect of the authorised development and—

(a) survey or investigate the land;

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

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

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

(a) must, if so required before entering the land, produce written evidence of their authority to do so; and

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

(4) No trial holes, boreholes or trenches are to be made under this article—

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

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(**a**) Section 152 was amended by S.I. 2009/1307.

(**b**) 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).

(**c**) Section 125 was amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

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

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

(6) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

21.—(1) The undertaker may—

(a) acquire compulsorily so much of the Order land as is required for the authorised development or to facilitate, or as is incidental, to it; and

(b) use any land so acquired for the purpose authorised by this Order or for any other purposes in connection with or ancillary to the authorised development.

(2) This article is subject to article 22 (time limit for exercise of authority to possess land temporarily or to acquire land compulsorily), article 24 (compulsory acquisition of rights), article 31 (temporary use of land for constructing the authorised development) and article 49 (Crown rights).

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

22.—(1) No notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1981) of the 1965 Act and no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act after the end of the applicable period.

(1) The authority conferred by article 31 (temporary use of land for constructing the authorised development) must not be used after the end of the applicable period.

(2) For the purposes of section 4 of the 1965 Act (time limit for giving notice to treat) and section 5A of the 1981 Act (time limit for general vesting declaration), as modified and applied by this Order, the definition of "applicable period" is to be construed as having the same meaning as in this Order.

(3) In this article—

(a) references to the 1965 Act include the modifications in article 28 (modification of Part 1 of the Compulsory Purchase Act 1965); and

(b) references to the 1981 Act are as applied by article 26 (application of the 1981 Act).

(4) Nothing in paragraph (2) prevents the undertaker remaining in possession of land after the end of the applicable period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of land – incorporation of the mineral code

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

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

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

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

Compulsory acquisition of rights

24.—(1) Subject to paragraph (2) and article 31 (temporary use of land for constructing the authorised development), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 21 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(1) Subject to the provisions of this paragraph, article 25 (private rights) and article 33 (statutory undertakers), in the case of the Order land specified in column 1 of the table in Schedule 9 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of existing rights and benefit of restrictive covenants over that land and the creation and acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column 2 of the table in that Schedule.

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

(3) Schedule 10 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.

(4) 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.

(5) 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.

(6) Nothing in this article prevents the undertaker from acquiring rights or imposing restrictions more than once in relation to any land that the undertaker acquires rights or imposes restrictions in under this article.

(7) This article is subject to article 49 (Crown rights).

Private rights

25.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order cease to have effect insofar as their continuance would be inconsistent with the exercise of the powers under article 21 (compulsory acquisition of land) on the earliest of—

(a) the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or

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

(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) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant on the earliest of—

(a) the date of the acquisition of the right or imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily or by agreement); or

(b) 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.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under article 31 or article 32 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) The undertaker may by notice extinguish private rights and restrictive covenants over land subject to compulsory acquisition under this Order—

(a) from the date of acquisition of the land, or of the right, or of the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or

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

(5) Any person who suffers loss by the extinguishment, cessation of effect 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.

(6) 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.

(7) 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 or restrictive covenant in question is vested or belongs.

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

(a) is made with a person in or to whom the right is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether that title was derived before or after the making of the agreement.

(9) References in this article to the acquisition of land or rights include the grant to the undertaker of a lease of the land or rights by agreement.

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

Application of the 1981 Act

26.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(1) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(2) 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. .

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

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

(5) 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".

(6) 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)".

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

> (2) But see article 29(3) (acquisition of subsoil only) of the Lime Down Solar Park Order 202[ ], which excludes the acquisition of subsoil only from this Schedule. .

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

Power to override easements and other rights

27.—(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) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

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

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

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

(3) 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 section 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.

(4) Where a person deriving title under the undertaker by whom the land in question was acquired—

(a) is liable to pay compensation by virtue of paragraph (3); and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(5) 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).

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

(a) the erection, construction, maintenance or decommissioning of any part of the authorised development;

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

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

Modification of Part 1 of the Compulsory Purchase Act 1965

28.—(1) Part 1 of the 1965 Act (compulsory acquisition under Acquisition of Land Act 1946), as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(1) 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 Planning Act 2008".

(2) 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".

(3) 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 29(3) (acquisition of subsoil only) of the Lime Down Solar Park Order 202[ ], which excludes the acquisition of subsoil only from this Schedule ; and

(b) after paragraph 29 insert—

PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 19 (protective works to buildings), article 31 (temporary use of land for constructing the authorised development) or article 32 (temporary use of land for maintaining the authorised development) of the Lime Down Solar Park Order 202[ ]. .

Acquisition of subsoil only

29.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the Order land as may be required for any purpose for which that land or rights in that land may be acquired instead of acquiring or acquiring rights in the whole of the land.

(1) Where the undertaker acquires any part of, or rights in, the subsoil of land referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(2) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

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

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

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

(3) 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.

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

(**a**) Section 153(4A) was inserted by section 200(1) and (2) of the Housing and Planning Act 2016.

development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(1) 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.

(2) 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.

(3) 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.

(4) 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 but subject to article 22 (time limit for exercise of authority to possess land temporarily or to acquire land compulsorily)—

(a) enter on and take temporary possession of—

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

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

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

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

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

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

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

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(**a**) Section 11 was amended by section 34(1) of, and paragraph 14(3) of 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, 187 and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 and S.I. 2009/1307.

(**b**) Section 4 as amended by section 184 and 185 of, and paragraphs 1 and 2 of Schedule 18 to, the Housing and Planning Act 2016.

(4) The undertaker must not, without the agreement of the owners of the land, remain in possession of any land under this article—

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

(b) in the case of land referred to in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession the undertaker must, before giving up possession of land of which temporary possession has been taken under this article, remove all temporary 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, agricultural plant or apparatus, electric line, debris, drain or vegetation removed under this article;

(b) remove any drainage works installed by the undertaker under this article;

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 4 (streets subject to street works), Schedule 5 (alteration of streets) or Schedule 7 (access to works);

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

(e) restore the land on which any 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;

(f) remove any protective works which have been placed on the land under article 19 (protective works to buildings); or

(g) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

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

(8) Subject to article 43 (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 (6).

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

(10) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over, the land referred to in paragraph (1)(a)(i) under this Order.

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

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

(b) acquiring any part of the subsoil of (or rights in the subsoil of) that land under article 29 (acquisition of subsoil only) or any part of the subsoil of that land under article 30 (rights under or over streets).

(12) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

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

Temporary use of land for maintaining the authorised development

32.—(1) The undertaker may, at any time during the maintenance period relating to any part of the authorised development—

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

(b) enter on any land within the Order limits 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 any power conferred by this article.

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

(8) Subject to article 43 (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—

(a) 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; or

(b) in relation to landscaping, such period as is set out in the landscape and ecological management plan which is approved by the relevant planning authority pursuant to requirement 7, beginning with the date on which that part of the landscaping is completed.

Statutory undertakers

33. Subject to the provisions of Schedule 15 (protective provisions) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plan within the Order land; and

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

Apparatus and rights of statutory undertakers in closed or restricted streets

34. Where a street is closed, altered or diverted or its use is temporarily prohibited or restricted under article 8 (street works), article 10 (power to alter layout, etc., of streets), article 11 (construction and maintenance of altered streets) or article 12 (temporary closure, restriction or prohibition 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 15 (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.

(1) 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, any person who is—

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

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

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

(2) 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.

(3) In this article—

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

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

PART 6

MISCELLANEOUS AND GENERAL

Benefit of the Order

36.—(1) Subject to paragraph (2) and article 37 (consent to transfer the benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker.

(1) Paragraph (1) does not apply to Work No. 4 in respect of which the provisions of this Order are for the benefit of the undertaker and National Grid.

Consent to transfer the benefit of the Order

37.—(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) in respect of Work No. 9, the transferee or lessee is a holding company or subsidiary of the undertaker; 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 of the person to whom the benefit of the powers will be transferred or granted;

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

(c) the powers to be transferred or granted;

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

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

(6) The date specified under paragraph (5)(b) must not be earlier than the expiry of 10 working days from the date of the receipt of the notification.

(7) The notification given must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notification.

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

(a) the benefit transferred or granted ("the transferred benefit") must include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;

(b) the transferred benefit will reside exclusively with the transferee or, as the case may be, the lessee, and the transferred benefit will not be enforceable against the undertaker; and

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

Application of landlord and tenant law

38.—(1) This article applies to—

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

(b) any agreement entered into by the undertaker with any person for the 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.

Planning permission, etc.

39.—(1) Following the coming into force of this Order, if planning permission is granted under the powers conferred by the 1990 Act for development any part of which is within the Order limits and which does not constitute any part of the authorised development then the carrying out of development pursuant to that planning permission does not constitute a breach of the terms of this Order.

(1) 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 not being operational land) of the 1990 Act.

(2) To the extent any development carried out or used pursuant to a planning permission granted under section 57 (requirement of planning permission) of the 1990 Act or compliance with any conditions of that permission is inconsistent with the exercise of any power, right or obligation under this Order or the authorised development—

(a) that inconsistency is to be disregarded for the purposes of establishing whether any development which is the subject matter of that planning permission is capable of physical implementation; and

(b) in respect of that inconsistency, no enforcement action under the 1990 Act may be taken in relation to development carried out or used pursuant to that planning permission, or compliance with any conditions of that planning permission, whether inside or outside the Order limits.

(c) Any development or any part of a development within the Order limits which is constructed or used under the authority of a permission granted under section 57 of the 1990 Act, including permissions falling under paragraph (1) or (3), is deemed not to be a breach of,

or inconsistent with this Order and does not prevent the authorised development being carried out or used or any other function under this Order being exercised.

(3) In paragraph (3), "enforcement action" means any enforcement action provided for under Part 7 of the 1990 Act.

Felling or lopping of trees and removal of hedgerows

40.—(1) Subject to article 41 (trees subject to tree preservation orders), the undertaker may fell or lop any tree or shrub near any part of the authorised development or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—

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

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

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

(2) In carrying out any activity authorised by paragraph (1) the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

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

(4) The undertaker may, for the purposes of the authorised development or in connection with the authorised development and subject to paragraph (2), remove the hedgerows specified in the table in Part 1 and the table in Part 2 of Schedule 12 (hedgerows to be removed) to the extent set out in the ecological protection and mitigation strategy approved pursuant to requirement 8 in Schedule 2 (requirements).

(5) 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.

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

Trees subject to tree preservation orders

41.—(1) The undertaker may, 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, fell or lop or cut back the roots of any tree that is subject to a tree preservation order—

(a) that is described in Part 3 of Schedule 12 and shown on the TPO and hedgerow plan; or

(b) that is within or overhanging land within the Order limits and the relevant tree preservation order was made after the date of this Order.

(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) Notice in writing of the proposed activities authorised by paragraph (1)(b) must be given to the relevant planning authority—

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

(a) in the case of activities urgently necessary to remove an immediate risk of serious harm, as soon as practicable after the activities become necessary; and

(b) in any other case at least five working days prior to the date on which the activities are to be commenced.

(5) ~~(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.

Certification of plans and documents, etc.

42.—(1) The undertaker must, as soon as practicable after the making of this Order, submit copies of all documents and plans listed in the table in Part 1 of Schedule 13 (documents and plans to be certified) to the Secretary of State for certification that they are true copies of the documents referred to in this Order.

(1) Before submitting the documents and plans in accordance with paragraph (1), the undertaker must substitute or supplement, as the case may be, the documents listed in column 1 of the table in Part 2 of Schedule 13 with the documents listed in column 2 of that table.

(2) Before submitting the environmental statement in accordance with paragraph (1), the undertaker must substitute any figures or appendices contained therein with the final revision of that figure or appendix that was submitted by the undertaker to the Planning Inspectorate or the Secretary of State prior to the making of this Order.

(3) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

No double recovery

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

Arbitration

44.—(1) Subject to paragraph (2), any difference under any provision of this Order must, unless otherwise expressly provided for or agreed in writing between the undertaker and the party in question, be referred to and settled by arbitration in accordance with the rules set out in Schedule 14 (arbitration rules) of this Order.

(1) 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

45. Schedule 15 (protective provisions) has effect.

Service of notices

46.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

(c) with the consent of the recipient and subject to paragraphs (5) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(**a**) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at that time of service.

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

(a) addressing it to that person by the description of "owner", or as the case may be "occupier" of the land (describing it); and

(b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article, "legible in all material respects" means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

Procedure in relation to certain approvals etc.

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

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

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

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

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

(3) Save for applications made pursuant to Schedule 16 and where stated to the contrary if, within six 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.

(4) 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).

(5) Schedule 16 does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 15 (protective provisions) or any dispute under article 19(6) (protective works to buildings).

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

Guarantees in respect of payment of compensation

48.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any part of the Order limits 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 21 (compulsory acquisition of land);

(b) article 24 (compulsory acquisition of rights);

(c) article 25 (private rights);

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

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

(f) 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.

Crown rights

49.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any transferee, lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any description—

(a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;

(b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or

(c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

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

Maintenance of drainage works

50.—(1) Nothing in this Order, or the construction, operation, maintenance or decommissioning of the authorised development under it, affects any responsibility for the maintenance of any works connected with the drainage of land, whether that responsibility is imposed or allocated by or under any enactment, or otherwise, unless otherwise agreed in writing between the undertaker and the persons responsible.

(1) In this article, "drainage" has the same meaning as in section 72 (interpretation) of the Land Drainage Act 1991(**a**).

Signed by authority of the Secretary of State

Signature

Address Title

Date Department

(**a**) 1991 c. 59. The definition was substituted by section 100(2) of the Environment Act 1995 (c. 25).

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

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 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;

"National Grid substation" means the existing 400kV substation at Melksham, Wiltshire, owned and operated by National Grid;

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

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

"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 serving to transform electricity to a different voltage.

Authorised development

2. In the unitary areas of Wiltshire and South Gloucestershire 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.

The nationally significant infrastructure project comprises 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 100 megawatts including—

(a) solar modules fitted to mounting structures;

(b) DC electrical cabling and combiner DC boxes;

(c) 33 kV sub-distribution switch rooms, conversion units including foundations, inverters, transformers, switchgear, and monitoring and control systems; and

(d) electrical and communications cabling connecting Work No. 1(c) to Work Nos. 3A and 3B,

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

Work No. 2— an energy storage facility comprising—

(a) battery energy storage system units each containing fire protection systems and components;

(b) a structure protecting the battery energy storage cells comprised in Work No. 2(a) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on ~~a reinforced concrete foundation slab or piling~~foundations or on piles;

(c) interconnection units including heating, ventilation and air conditioning, liquid cooling systems and temperature management either housed within the containers comprised in Work No. 2(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. 2(c) or located separately in its own container or control room;

(f) electrical cabling including electrical cables connecting Work No. 2 to Work No. 3A;

(g) bunded impermeable surface or other form of containment system to manage surface water drainage;

(h) water storage facility for the purposes of firefighting water supply; and

(i) bunded impermeable surface or other form of containment system and associated infrastructure to contain used firewater.

Work No. 3— works in connection with onsite substations including—

(a) **Work No. 3A**— a substation with works comprising—

(i) an up to 400 kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment including reactive power units;

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

(iii) monitoring and control systems for Work Nos. 1 and 3A;

(iv) maintenance compound;

(v) electrical cabling;

(vi) earthworks, including soil stripping and site levelling; and

(vii) foundations.

(b) **Work No. 3B**— a substation with works comprising—

(i) an up to 132 kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment including reactive power units;

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

(iii) monitoring and control systems for Work Nos. 1 and 3B;

(iv) maintenance compound;

(v) electrical cabling;

(vi) earthworks, including soil stripping and site levelling; and

(vii) foundations.

Work No. 4— works to the National Grid substation to facilitate connection of the authorised development to the National Grid including population of the substation bay—

(a) a 400 kV 3-phase 4000 A circuit breaker for control and protection of the outgoing circuit serving the authorised development;

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

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

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

(e) a 3-phase set of 400 kV high voltage cable sealing ends and cables connecting the National Grid substation with Work No. 5;

(f) a 3-phase power quality ready capacitor voltage transformer; and

(g) provision of a stand-alone building to house duplicate feeder protection systems, commercial metering systems, protection and control equipment and user remote control and data acquisition apparatus.

Work No. 5— works in connection with electrical cabling including—

(a) **Work No. 5A**— works to lay electrical cables up to 400 kV including—

(i) high voltage electrical cables connecting Work Nos. 3A and 4;

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

(iii) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying;

(iv) tunnelling, boring and drilling works; and

(v) temporary construction and decommissioning laydown areas comprising—

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

(bb) car parking;

(cc) area to store materials and equipment;

(dd) site and welfare offices and workshops;

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

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

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

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

(b) **Work No. 5B**— works to lay electrical cables up to 132 kV including—

(i) high voltage electrical cables up to 132 kV connecting Work Nos. 3A and 3B and Work No. 1(c) to Work Nos. 3A and 3B;

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

(iii) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying;

(iv) tunnelling, boring and drilling works; and

(v) temporary construction and decommissioning laydown areas comprising—

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

(bb) car parking;

(cc) area to store materials and equipment;

(dd) site and welfare offices and workshops;

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

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

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

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

Work No. 6— works including—

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

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

(c) landscaping and biodiversity mitigation and enhancement measures including planting;

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

(e) laying down of internal access tracks, ramps, bridges, means of access and footpaths;

(f) temporary footpath diversions, signage and information boards;

(g) earthworks;

(h) sustainable drainage system ponds, runoff outfalls, general drainage and irrigation infrastructure and improvements or extensions to existing drainage and irrigation systems;

(i) acoustic barriers;

(j) electricity and telecommunications connections; and

(k) secondary temporary construction and decommissioning laydown areas.

Work No. 7— temporary construction and decommissioning laydown areas comprising—

(a) areas of hardstanding;

(b) car parking;

(c) site and welfare offices and workshops;

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

(e) area to store materials and equipment;

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

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

Work No. 8— works to facilitate access to Work Nos. 1 to 7 and 9 to 10 including—

(a) **Work No. 8A**— works to facilitate temporary construction, maintenance and decommissioning access to Work Nos. 1 to 7 and 9 to 10 including—

(i) creation of accesses from the public highway;

(ii) creation of visibility splays;

(iii) works to alter the layout of any street or highway temporarily; and

(iv) offsite works adjacent to highways land including those to structures, boundary features, drainage features on private land, in connection with the movement of abnormal indivisible loads.

(b) **Work No. 8B**— works to facilitate permanent access to Work Nos. 1 to 6 and 9 to 10 including—

(i) creation of accesses from the public highway;

(ii) creation of visibility splays;

(iii) works to alter the layout of any street or highway permanently; and

(iv) offsite works adjacent to highways land including those to structures, boundary features, drainage features on private land, in connection with the movement of abnormal indivisible loads.

Work No. 9— works to create and maintain habitat management areas, including—

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

(b) signs, interpretation boards or any other information display board;

(c) earth works including bunds, embankments, ponds, trenching and swales;

(d) landscaping and biodiversity mitigation and enhancement measures including planting;

(e) means of access; and

(f) drainage.

Work No. 10— creation of permissive paths including—

(a) **Work No. 10A**— creation of permissive paths for the exclusive use of pedestrian users comprising—

(i) ramps, bridges and other means of access;

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

(iii) signs, interpretation boards or any other information display board; and

(iv) landscaping and biodiversity mitigation and enhancement measures including planting.

(b) **Work No. 10B**— creation of permissive paths for the exclusive use of pedestrian, cycle and equestrian users comprising—

(i) ramps, bridges and other means of access;

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

(iii) signs, interpretation boards or any other information display board; and

(iv) landscaping and biodiversity mitigation and enhancement measures including planting.

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

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

(b) bunds, embankments, trenching and swales;

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

(d) surface water drainage systems, 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) ramps, bridges and other means of access;

(h) 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;

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

(j) temporary footpath diversions and footpath enhancement;

(k) signs, interpretation boards or any other information display board;

(l) landscaping and biodiversity mitigation and enhancement measures and related works;

(m) habitat creation and enhancement;

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

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

(p) tunnelling, boring and drilling works; and

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

and further comprising such other works or operations for the purposes of or in connection with the construction, operation and maintenance of the authorised development and which fall within the scope of the environmental impact assessment recorded in the environmental statement.

SCHEDULE 2

Article 3

REQUIREMENTS

Interpretation

1. In this Schedule, "relevant planning authority" means Wiltshire Council.

Commencement of the authorised development

2.—(1) The authorised development must not be commenced after the expiration of the applicable period.

(1) No part of the authorised development may commence until a written scheme setting out the phase or phases of construction of the authorised development has been submitted to the relevant planning authority.

(2) The written scheme submitted pursuant to sub-paragraph (2) must include a timetable for the construction of the phase or phases of the authorised development and a plan identifying the phasing areas.

(3) The undertaker must notify the relevant planning authority within fourteen days of the date of final commissioning for a part or parts of the authorised development that the final commissioning of that part or parts has taken place.

Approved details and amendments to them

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

(1) The relevant planning authority must not approve any amendments under sub-paragraph (1) to any approved document unless it has been demonstrated to the satisfaction of the relevant planning authority that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(2) In this paragraph, "approved document" means any document certified under article 42 (certification of plans and documents, etc.) and any plans, details or schemes which have been approved pursuant to any requirement.

Community liaison group

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

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

(2) The community liaison group is to continue to meet until the first anniversary of the date of final commissioning of the authorised development unless otherwise agreed with the relevant planning authority.

Detailed design approval

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

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) external appearance;

(e) hard surfacing materials; and

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

relating to that part have been submitted and approved by the relevant planning authority for that part.

(2) The details submitted must accord with Table 2-1, Table 2-2 and Table 2-3 (as applicable) of the design principles and parameters.

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

(4) Work No. 5 must be carried out in accordance with Table 2-4 of the design principles and parameters.

Battery safety management

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

(1) The battery safety management plan must be substantially in accordance with the outline battery safety management plan.

(2) The relevant planning authority must consult with Dorset and Wiltshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery safety management plan.

(3) The battery safety management plan must be implemented as approved.

Landscape and ecological management plan

7.—(1) No part of the authorised development may commence until a written landscape and ecological management plan has been submitted to and approved by the relevant planning authority for that part in consultation with the relevant statutory nature conservation body.

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

(2) The landscape and ecological management plan must be implemented as approved.

Ecological protection and mitigation strategy

8.—(1) No part of the authorised development may commence until a written ecological protection and mitigation strategy has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(1) The ecological protection and mitigation strategy must be substantially in accordance with the outline ecological protection and mitigation strategy.

(2) The ecological protection and mitigation strategy must be implemented as approved.

Biodiversity net gain

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

(1) The biodiversity net gain strategy must include details of how the strategy will secure a minimum of 30% biodiversity net gain in habitat units, a minimum of 10% biodiversity net gain in hedgerow units and a minimum of 10% biodiversity net gain in river units for the authorised development during the operation of the authorised development, and the metric that has been used to calculate that those percentages will be reached.

(2) The biodiversity net gain strategy must be substantially in accordance with the outline landscape and ecological management plan and must be implemented as approved.

Fencing and other means of enclosure

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

(1) No part of the authorised development may commence until written details of all permanent fences, walls or other means of enclosure for that part have been submitted to and approved by the relevant planning authority.

(2) Sub-paragraph (1) does not apply to temporary fences, walls or other means of enclosure required as a result of permitted preliminary works.

(3) The written details provided under sub-paragraph (2) must be substantially in accordance with the relevant design principles and parameters.

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

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

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

Surface and foul water drainage

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

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

(2) Before approving the written details under sub-paragraph (1), the relevant planning authority must consult with the Environment Agency.

(3) Any approved scheme must be implemented as approved.

Archaeology

12.—(1) [The authorised development must not be commenced until the undertaker has carried out a programme of evaluative archaeological investigation in accordance with the outline archaeological mitigation strategy.]

(1) No part of the authorised development may be commenced until a written scheme of investigation for archaeological mitigation for that part has been submitted to and approved by the relevant planning authority.

(2) Any written scheme of investigation for archaeological mitigation submitted under sub-paragraph (2) must be substantially in accordance with the outline archaeological mitigation strategy and take into account the final design of the authorised development.

(3) Any written scheme of investigation for archaeological mitigation must be implemented as approved.

Construction environmental management plan

13.—(1) The permitted preliminary works must be carried out in accordance with the [permitted preliminary works environmental management plan.

(1) No part of the authorised development may commence until a construction environmental management plan for that part has been submitted to and approved by the relevant planning authority in consultation with the Environment Agency.

(2) The construction environmental management plan 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.

Operational environmental management plan

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

(1) The operational environmental management plan must be substantially in accordance with the outline operational environmental management plan.

(2) The operational environmental management plan must be implemented as approved.

Construction traffic management plan

15.—(1) No part of the authorised development may commence until a construction traffic management plan for that part has been submitted to and approved by the relevant planning authority.

(1) The construction traffic management plan must be substantially in accordance with the outline construction traffic management plan.

(2) Before approving the construction traffic management plan the relevant planning authority must consult with South Gloucestershire Council and the relevant highway authority.

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

Public rights of way and permissive paths

16.—(1) No part of the authorised development may commence until a public rights of way and permissive paths management plan for that part has been submitted to and approved by the relevant planning authority.

(1) The public rights of way and permissive paths management plan must be substantially in accordance with the outline public rights of way management plan.

(2) Before approving the public rights of way and permissive paths management plan the relevant planning authority shall consult with the relevant highway authority.

(3) The public rights of way and permissive paths management plan must be implemented as approved.

(4) The permission for the public to make use of any permissive path listed within the public rights of way and permissive paths management plan ceases on the date of decommissioning for that part of the authorised development.

Soil management

17.—(1) No part of the authorised development may commence until a soil resources management plan for that part has been submitted to and approved by the relevant planning authority.

(1) Any soil resources management plan submitted in accordance with this paragraph must be substantially in accordance with the outline resources soil management plan as relevant to the activities to which it relates.

(2) The soil resources management plan must be implemented as approved.

Skills, supply chain and employment

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

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

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

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

Site waste management

19.—(1) No part of the authorised development may commence until a site waste management plan for that part has been submitted to and approved by the relevant planning authority.

(1) Any site waste management plan submitted in accordance with this paragraph must be substantially in accordance with the outline site waste management plan as relevant to the activities to which it relates.

(2) The site waste management plan must be implemented as approved.

Decommissioning and restoration

20.—(1) The date of decommissioning—

(a) for each part of Work No. 1 must be no later than 60 years following the initial date of final commissioning ~~for that part~~; and

(b) with respect to the associated development in Work Nos. 2, 3, 5, 6, 7, 8, 9 and 10 must be no later than the date of decommissioning for the part of Work No. 1 to which such associated development relates, and where such associated development relates to more than one part of Work No. 1 must be no later than the latest date of decommissioning of the parts of Work No. 1 to which such associated development relates.

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

(a) notify the relevant planning authority of the intended date of decommissioning for that part of the authorised development; and

(b) arrange for the establishment of a community liaison group to meet from a date not less than 6 months prior to the intended date of decommissioning of that part until the date of decommissioning for that part whose aim is to facilitate liaison between representatives of people living in the vicinity of the Order limits and other relevant organisations in relation to the decommissioning of that part of the authorised development.

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

(4) The decommissioning plan must be substantially in accordance with the outline decommissioning strategy and must include a timetable for its implementation.

(5) No decommissioning works must be carried out until the relevant planning authority has approved the decommissioning plan submitted in relation to those works, in consultation with South Gloucestershire Council, the Environment Agency and the relevant highway authority.

(6) The decommissioning plan must be implemented as approved.

(7) Within 28 days of any part of the authorised development permanently ceasing to be in commercial use, the undertaker must notify the relevant planning authority.

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

(9) In this requirement, "initial date of final commissioning" means the earliest date of final commissioning of any part of Work No. 1.

SCHEDULE 3

Article 6

LEGISLATION TO BE DISAPPLIED

1. The following provisions do not apply insofar as they relate to the construction of any numbered work or the carrying out of any operation required for the purpose of, or in connection with, the construction, operation, maintenance or decommissioning of the authorised development and so far as the provisions still in force are incompatible with the powers contained within this Order—

(a) Malmesbury Improvement Act 1798(**a**);

(b) Biddestone St. Nicholas, Biddestone St. Peters and Slaughterford Inclosures Act 1811(**b**);

(c) Melksham Inclosure Act 1813(**c**);

(d) Malmesbury Railway Act 1872(**d**);

(e) Great Western Railway Act 1878(**e**);

(f) Water Orders Confirmation Act 1889(**f**);

(g) Trowbridge, Melksham and District Water Board Act 1931(**g**); and

(h) Ministry of Health Provisional Order Confirmation (Corsham Water) Act 1939(**h**).

(**a**) 1798 c. lix.
(**b**) 1811 c. cxxx.
(**c**) 1813 c. xxxi.
(**d**) 1872 c. xlviii.
(**e**) 1878 c. ccviii.
(**f**) 1889 c. lxv.
(**g**) 1931 c. xlvii.
(**h**) 1939 c. xlii.

SCHEDULE 4

Article 8

STREETS SUBJECT TO STREET WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Extent of the street works*
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton, Ladyswood	Between reference points 1a and 1b and shaded purple on sheet 1 of the streets plan
Unitary County of Wiltshire	Road Junction at Southfields South East to Y Junction	Between reference points 1c and 1d and shaded purple on sheet 1 of the streets plan
Unitary County of Wiltshire	Access Track between Fosse Way and Honeylane	Between reference points 1e and 1f and shaded purple on sheet 1 of the streets plan
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	Between reference points 1f and 1g and shaded purple on sheet 1 of the streets plan
Unitary County of Wiltshire	Junction with Fosse Way South and East past Fosse Farm	Between reference points 1f and 1i and shaded purple on sheet 1 of the streets plan
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton	Between reference points 1h and 1f and shaded purple on sheet 1 of the streets plan
Unitary County of Wiltshire	Pig Lane	Between reference points 1j and 4a and shaded purple on sheets 1 and 4 of the streets plan
Unitary County of Wiltshire	Access Track West of Fosse Way	Between reference points 1k and 4c and shaded purple on sheets 1 and 4 of the streets plan
Unitary County of Wiltshire	Fosse Way	Between reference points 1l and 3c and shaded purple on sheets 1 and 3 of the streets plan
Unitary County of Wiltshire	Junction with Fosse Way South and East past Fosse Farm	Between reference points 1m and 4d and shaded purple on sheet 1 of the streets plan
Unitary County of Wiltshire	Honey Lane NorthWest towards Easton Grey Plain, Norton	Between reference points 2a and 2b and shaded purple on sheet 2 of the streets plan
Unitary County of Wiltshire	Access Track South of Commonwood Farm	Between reference points 3a and 3b and shaded purple on sheet 3 of the streets plan
Unitary County of Wiltshire	Access Track South of Cream Gorse	Between reference points 3d and 3e and shaded purple on sheet 3 of the streets plan
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	Between reference points 3f and 3g and shaded purple on sheet 3 of the streets plan
Unitary County of Wiltshire	Access Track East of Alderton Road	Between reference points 3h and 3i and shaded purple on sheet 3 of the streets plan

Unitary County of Wiltshire	Road from Sherston North East to T Junction in Norton, Norton	Between reference points 4d and 4e and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Pig Lane East to Junction with C27 Sherston Road Norton, Hullavington	Between reference points 4b and 4d and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track East of Hill Hayes	Between reference points 4f and 4g and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Hill Hayes, Hullavington	Between reference points 4h and 4k and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Hill Hayes, Hullavington	Between reference points 4k and 4i and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track West of Hill Hayes	Between reference points 4j and 4k and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Pig Lane	Between reference points 4l and 4m and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track between Pig Lane and Surrendell Wood	Between reference points 4n and 8b and shaded purple on sheets 4 and 8 of the streets plan
Unitary County of Wiltshire	Pig Lane	Between reference points 4o and 8a and shaded purple on sheets 4 and 8 of the streets plan
Unitary County of Wiltshire	Access Track North of Surrendell Wood	Between reference points 4p and 4q and shaded purple on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track East of Norton Road	Between reference points 5a and 5b and shaded purple on sheet 5 of the streets plan
Unitary County of Wiltshire	Norton Road North West to Honey Lane, Hullavington	Between reference points 5c and 5d and shaded purple on sheet 5 of the streets plan
Unitary County of Wiltshire	Down Road	Between reference points 5e and 5f and shaded purple on sheet 5 of the streets plan
Unitary County of Wiltshire	A429-Kingway Bridge North to Chippenham Road, Corston	Between reference points 6a and 6b and shaded purple on sheet 6 of the streets plan
Unitary County of Wiltshire	Rodbourne Track North Crossing Over Railway towards Village from Lowe Stanton	Between reference points 6c and 7a and shaded purple on sheets 6 and 7 of the streets plan
Unitary County of Wiltshire	Rodbourne Track North East Parallel to Railway to Village	Between reference points 6d and 6e and shaded purple on sheet 6 of the streets plan
Unitary County of Wiltshire	Access Track	Between reference points 7a and 7c and shaded purple on sheet 7 of the streets plan

Unitary County of Wiltshire	Access Track	Between reference points 7a and 7b and shaded purple on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track	Between reference points 7d and 7e and shaded purple on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track	Between reference points 7f and 7g and shaded purple on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track	Between reference points 7h and 7i and shaded purple on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track West of Surrendell Farm	Between reference points 8c and 8d and shaded purple on sheet 8 of the streets plan
Unitary County of Wiltshire	Access Track North of Newlands Farm	Between reference points 8e and 8f and shaded purple on sheet 8 of the streets plan
Unitary County of Wiltshire	The Street East C72 to Deadhill Wood Crossroads	Between reference points 9a and 9b and shaded purple on sheet 9 of the streets plan
Unitary County of Wiltshire	Foscote C86 East to C154 Past East Foscote Farm	Between reference points 9g and 9h and shaded purple on sheet 9 of the streets plan
Unitary County of Wiltshire	M4	Between reference points 9i and 9j and shaded purple on sheet 9 of the streets plan
Unitary County of Wiltshire	Sevington	Between reference points 10a and 10b and shaded purple on sheet 10 of the streets plan
Unitary County of Wiltshire	Broomfield	Between reference points 10c and 10d and shaded purple on sheet 10 of the streets plan
Unitary County of Wiltshire	Cromhall Lane	Between reference points 10e and 10f and shaded purple on sheet 10 of the streets plan
Unitary County of Wiltshire	Grove Lane	Between reference points 10g and 10h and shaded purple on sheet 10 of the streets plan
Unitary County of Wiltshire	Fowlswick Lane	Between reference points 11a and 11b and shaded purple on sheet 11 of the streets plan
Unitary County of Wiltshire	B4039-Coldharbour	Between reference points 11c and 11d and shaded purple on sheet 11 of the streets plan
Unitary County of Wiltshire	A420-Yatton Road to Bristol Road	Between reference points 11e and 11f and shaded purple on sheet 11 of the streets plan
Unitary County of Wiltshire	Starveal Farm Access	Between reference points 12a and 12b and shaded purple on sheet 12 of the streets plan
Unitary County of Wiltshire	Chippenham Lane	Between reference points 12c and 12d and shaded purple on sheet 12 of the streets plan

Unitary County of Wiltshire	Crossroads by Stowell Farm North East C185 to Chippenham Lane	Between reference points 12e and 13a and shaded purple on sheets 12 and 13 of the streets plan
Unitary County of Wiltshire	A4-Bath Road	Between reference points 13b and 13c and shaded purple on sheet 13 of the streets plan
Unitary County of Wiltshire	Access Track South of Chequers	Between reference points 13d and 13e and shaded purple on sheet 13 of the streets plan
Unitary County of Wiltshire	Lacock Road North East C157	Between reference points 13f and 13g and shaded purple on sheet 13 of the streets plan
Unitary County of Wiltshire	Road Past Sparrows Barton to C157	Between reference points 13h and 13i and shaded purple on sheet 13 of the streets plan
Unitary County of Wiltshire	Access Track West of Thingley Road	Between reference points 14a and 14b and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Lacock Road North East C163 Through Easton	Between reference points 14c and 14d and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Access Track Lacock Road towards Thingley	Between reference points 14e and 14f and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Entrance to Rugby Club East to Little Stubbage	Between reference points 14g and 14h and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Lacock Road South to T Junction at Thingley Cottage Farm	Between reference points 14i and 14j and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Thingley Top	Between reference points 14k and 14i and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Thingley Road	Between reference points 14l and 14m and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Access Track South of Thingley Rail Bridge	Between reference points 14n and 14o and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	Access Track	Between reference points 14p and 14q and shaded purple on sheet 14 of the streets plan
Unitary County of Wiltshire	B3353-Silver Street	Between reference points 15a and 15b and shaded purple on sheet 15 of the streets plan
Unitary County of Wiltshire	Monks Park Access	Between reference points 15c and 15d and shaded purple on sheet 15 of the streets plan
Unitary County of Wiltshire	Boyd's Farm Access	Between reference points 15e and 15f and shaded purple on sheet 15 of the streets plan
Unitary County of Wiltshire	Green Road	Between reference points 15g and 15h and shaded purple on sheet 15 of the streets plan

Unitary County of Wiltshire	B3353-Goodes Hill	Between reference points 15i and 16a and shaded purple on sheets 15 and 16 of the streets plan
Unitary County of Wiltshire	Westlands Lane	Between reference points 16b and 16c and shaded purple on sheet 16 of the streets plan
Unitary County of Wiltshire	Access Track West of Electricity Sub Station	Between reference points 16f and 16g and shaded purple on sheet 16 of the streets plan
Unitary County of Wiltshire	Electricity Sub Station Access, Beanacre	Between reference points 16h and 16j and shaded purple on sheet 16 of the streets plan
Unitary County of Wiltshire	Access Track North of Electricity Sub Station	Between reference points 16h and 16i and shaded purple on sheet 16 of the streets plan
Unitary County of Wiltshire	Access Track West of Electricity Sub Station	Between reference points 16k and 16l and shaded purple on sheet 16 of the streets plan
Unitary County of Wiltshire	A429-Crudwell Road	Between reference points 17a and 17b and shaded purple on sheet 17 of the streets plan

SCHEDULE 5

Articles 10 and 11

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of alteration*
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton, Ladyswood	Permanent alteration of layout between reference points 1a and 1b and shaded green on sheet 1 of the streets plan
Unitary County of Wiltshire	Road Junction at Southfields South East to Y Junction	Permanent alteration of layout between reference points 1c and 1d and shaded green on sheet 1 of the streets plan
Unitary County of Wiltshire	Access Track between Fosse Way and Honeylane	Permanent alteration of layout between reference points 1e and 1f and shaded green on sheet 1 of the streets plan
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	Permanent alteration of layout between reference points 1f and 1g and shaded green on sheet 1 of the streets plan
Unitary County of Wiltshire	Junction with Fosse Way South and East past Fosse Farm	Permanent alteration of layout between reference points 1f and 1i and shaded green on sheet 1 of the streets plan
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton	Permanent alteration of layout between reference points 1h and 1f and shaded green on sheet 1 of the streets plan
Unitary County of Wiltshire	Pig Lane	Permanent alteration of layout between reference points 1j and 4a and shaded green on sheets 1 and 4 of the streets plan
Unitary County of Wiltshire	Access Track West of Fosse Way	Permanent alteration of layout between reference points 1k and 4c and shaded green on sheets 1 and 4 of the streets plan
Unitary County of Wiltshire	Fosse Way	Permanent alteration of layout between reference points 1l and 3c and shaded green on sheets 1 and 3 of the streets plan
Unitary County of Wiltshire	Junction with Fosse Way South and East past Fosse Farm	Permanent alteration of layout between reference points 1m and 4d and shaded green on sheet 1 of the streets plan

Unitary County of Wiltshire	Honey Lane NorthWest towards Easton Grey Plain, Norton	Permanent alteration of layout between reference points 2a and 2b and shaded green on sheet 2 of the streets plan
Unitary County of Wiltshire	Access Track South of Commonwood Farm	Permanent alteration of layout between reference points 3a and 3b and shaded green on sheet 3 of the streets plan
Unitary County of Wiltshire	Access Track South of Cream Gorse	Permanent alteration of layout between reference points 3d and 3e and shaded green on sheet 3 of the streets plan
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	Permanent alteration of layout between reference points 3f and 3g and shaded green on sheet 3 of the streets plan
Unitary County of Wiltshire	Access Track East of Alderton Road	Permanent alteration of layout between reference points 3h and 3i and shaded green on sheet 3 of the streets plan
Unitary County of Wiltshire	Road from Sherston North East to T Junction in Norton, Norton	Permanent alteration of layout between reference points 4d and 4e and shaded green on sheet 4 of the streets plan
Unitary County of Wiltshire	Pig Lane East to Junction with C27 Sherston Road Norton, Hullavington	Permanent alteration of layout between reference points 4b and 4d and shaded green on sheet 4 of the streets plan
Unitary County of Wiltshire	Hill Hayes, Hullavington	Permanent alteration of layout between reference points 4k and 4i and shaded green on sheet 4 of the streets plan
Unitary County of Wiltshire	Pig Lane	Permanent alteration of layout between reference points 4l and 4m and shaded green on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track between Pig Lane and Surrendell Wood	Permanent alteration of layout between reference points 4n and 8b and shaded green on sheets 4 and 8 of the streets plan
Unitary County of Wiltshire	Pig Lane	Permanent alteration of layout between reference points 4o and 8a and shaded green on sheets 4 and 8 of the streets plan
Unitary County of Wiltshire	Access Track North of Surrendell Wood	Permanent alteration of layout between reference points 4p and 4q and shaded green on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track East of Norton Road	Permanent alteration of layout between reference points 5a and 5b and shaded green on sheet 5 of the streets plan
Unitary County of Wiltshire	Norton Road North West to Honey Lane, Hullavington	Permanent alteration of layout between reference points 5c

		and 5d and shaded green on sheet 5 of the streets plan
Unitary County of Wiltshire	Down Road	Permanent alteration of layout between reference points 5e and 5f and shaded green on sheet 5 of the streets plan
Unitary County of Wiltshire	A429-Kingway Bridge North to Chippenham Road, Corston	Permanent alteration of layout between reference points 6a and 6b and shaded green on sheet 6 of the streets plan
Unitary County of Wiltshire	Rodbourne Track North Crossing Over Railway towards Village from Lowe Stanton	Permanent alteration of layout between reference points 6c and 7a and shaded green on sheets 6 and 7 of the streets plan
Unitary County of Wiltshire	Rodbourne Track North East Parallel to Railway to Village	Permanent alteration of layout between reference points 6d and 6e and shaded green on sheet 6 of the streets plan
Unitary County of Wiltshire	Access Track	Permanent alteration of layout between reference points 7a and 7c and shaded green on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track	Permanent alteration of layout between reference points 7a and 7b and shaded green on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track	Permanent alteration of layout between reference points 7d and 7e and shaded green on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track	Permanent alteration of layout between reference points 7f and 7g and shaded green on sheet 7 of the streets plan
Unitary County of Wiltshire	Access Track	Permanent alteration of layout between reference points 7h and 7i and shaded green on sheet 7 of the streets plan
District of South Gloucestershire	B4040-Malmesbury Road	Permanent alteration of layout between reference points 20a and 20b and shaded green on sheet 20 of the streets plan
District of South Gloucestershire	A46-Bath Road	Permanent alteration of layout between reference points 20b and 20c and shaded green on sheet 20 of the streets plan
District of South Gloucestershire	Compass Road	Permanent alteration of layout between reference points 21a and 21b and shaded green on sheet 21 of the streets plan
Unitary County of Wiltshire	B3109-Bradford Road	Permanent alteration of layout between reference points 22a and 22b and shaded green on sheet 22 of the streets plan

Unitary County of Wiltshire	A365-Wormwood	Permanent alteration of layout between reference points 22b and 22d and shaded green on sheet 22 of the streets plan
Unitary County of Wiltshire	B3109-Five Lanes Crossroads South to District Council Boundary	Permanent alteration of layout between reference points 22b and 22e and shaded green on sheet 22 of the streets plan
Unitary County of Wiltshire	A365-Devizes Road	Permanent alteration of layout between reference points 22c and 22b and shaded green on sheet 22 of the streets plan
Unitary County of Wiltshire	A350-Mons Lane North to Junction to Notton	Permanent alteration of layout between reference points 23a and 23b and shaded green on sheet 23 of the streets plan
Unitary County of Wiltshire	Corsham Road	Permanent alteration of layout between reference points 23c and 23d and shaded green on sheet 23 of the streets plan

PART 2

TEMPORARY ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of alteration*
Unitary County of Wiltshire	Access Track North of Newlands Farm	Temporary alteration of layout between reference points 8e and 8f and shaded green on sheet 8 of the streets plan
Unitary County of Wiltshire	The Street East C72 to Deadhill Wood Crossroads	Temporary alteration of layout between reference points 9a and 9b and shaded green on sheet 9 of the streets plan
Unitary County of Wiltshire	Crossroads South South East C86 to North Side of Motorway Bridge	Temporary alteration of layout between reference points 9c and 9d and shaded green on sheet 9 of the streets plan
Unitary County of Wiltshire	C72 M4 Bridge East C72 to Crossroads	Temporary alteration of layout between reference points 9c and 9e and shaded green on sheet 9 of the streets plan
Unitary County of Wiltshire	The Street	Temporary alteration of layout between reference points 9c and 9f and shaded green on sheet 9 of the streets plan
Unitary County of Wiltshire	Foscote C86 East to C154 Past East Foscote Farm	Temporary alteration of layout between reference points 9g and 9h and shaded green on sheet 9 of the streets plan
Unitary County of Wiltshire	Sevington	Temporary alteration of layout between reference points 10a

		and 10b and shaded green on sheet 10 of the streets plan
Unitary County of Wiltshire	Broomfield	Temporary alteration of layout between reference points 10c and 10d and shaded green on sheet 10 of the streets plan
Unitary County of Wiltshire	Cromhall Lane	Temporary alteration of layout between reference points 10e and 10f and shaded green on sheet 10 of the streets plan
Unitary County of Wiltshire	Grove Lane	Temporary alteration of layout between reference points 10g and 10h and shaded green on sheet 10 of the streets plan
Unitary County of Wiltshire	Fowlswick Lane	Temporary alteration of layout between reference points 11a and 11b and shaded green on sheet 11 of the streets plan
Unitary County of Wiltshire	B4039-Coldharbour	Temporary alteration of layout between reference points 11c and 11d and shaded green on sheet 11 of the streets plan
Unitary County of Wiltshire	A420-Yatton Road to Bristol Road	Temporary alteration of layout between reference points 11e and 11f and shaded green on sheet 11 of the streets plan
Unitary County of Wiltshire	Starveal Farm Access	Temporary alteration of layout between reference points 12a and 12b and shaded green on sheet 12 of the streets plan
Unitary County of Wiltshire	Chippenham Lane	Temporary alteration of layout between reference points 12c and 12d and shaded green on sheet 12 of the streets plan
Unitary County of Wiltshire	Crossroads by Stowell Farm North East C185 to Chippenham Lane	Temporary alteration of layout between reference points 12e and 13a and shaded green on sheets 12 and 13 of the streets plan
Unitary County of Wiltshire	A4-Bath Road	Temporary alteration of layout between reference points 13b and 13c and shaded green on sheet 13 of the streets plan
Unitary County of Wiltshire	Lacock Road North East C157	Temporary alteration of layout between reference points 13f and 13g and shaded green on sheet 13 of the streets plan
Unitary County of Wiltshire	Road Past Sparrows Barton to C157	Temporary alteration of layout between reference points 13h and 13i and shaded green on sheet 13 of the streets plan
Unitary County of Wiltshire	Access Track West of Thingley Road	Temporary alteration of layout between reference points 14a and 14b and shaded green on sheet 14 of the streets plan

Unitary County of Wiltshire	Lacock Road North East C163 Through Easton	Temporary alteration of layout between reference points 14c and 14d and shaded green on sheet 14 of the streets plan
Unitary County of Wiltshire	Access Track Lacock Road towards Thingley	Temporary alteration of layout between reference points 14e and 14f and shaded green on sheet 14 of the streets plan
Unitary County of Wiltshire	Entrance to Rugby Club East to Little Stubbage	Temporary alteration of layout between reference points 14g and 14h and shaded green on sheet 14 of the streets plan
Unitary County of Wiltshire	Lacock Road South to T Junction at Thingley Cottage Farm	Temporary alteration of layout between reference points 14i and 14j and shaded green on sheet 14 of the streets plan
Unitary County of Wiltshire	Thingley Top	Temporary alteration of layout between reference points 14k and 14i and shaded green on sheet 14 of the streets plan
Unitary County of Wiltshire	Thingley Road	Temporary alteration of layout between reference points 14l and 14m and shaded green on sheet 14 of the streets plan
Unitary County of Wiltshire	Access Track South of Thingley Rail Bridge	Temporary alteration of layout between reference points 14n and 14o and shaded green on sheet 14 of the streets plan
Unitary County of Wiltshire	B3353-Silver Street	Temporary alteration of layout between reference points 15a and 15b and shaded green on sheet 15 of the streets plan
Unitary County of Wiltshire	Monks Park Access	Temporary alteration of layout between reference points 15c and 15d and shaded green on sheet 15 of the streets plan
Unitary County of Wiltshire	Boyd's Farm Access	Temporary alteration of layout between reference points 15e and 15f and shaded green on sheet 15 of the streets plan
Unitary County of Wiltshire	Green Road	Temporary alteration of layout between reference points 15g and 15h and shaded green on sheet 15 of the streets plan
Unitary County of Wiltshire	B3353-Goodes Hill	Temporary alteration of layout between reference points 15i and 16a and shaded green on sheets 15 and 16 of the streets plan
Unitary County of Wiltshire	Westlands Lane	Temporary alteration of layout between reference points 16b and 16c and shaded green on sheet 16 of the streets plan
Unitary County of Wiltshire	Access Track West of Electricity Sub Station	Temporary alteration of layout between reference points 16f

		and 16g and shaded green on sheet 16 of the streets plan
Unitary County of Wiltshire	Electricity Sub Station Access, Beanacre	Temporary alteration of layout between reference points 16h and 16j and shaded green on sheet 16 of the streets plan
Unitary County of Wiltshire	Access Track North of Electricity Sub Station	Temporary alteration of layout between reference points 16h and 16i and shaded green on sheet 16 of the streets plan
Unitary County of Wiltshire	Access Track West of Electricity Sub Station	Temporary alteration of layout between reference points 16k and 16l and shaded green on sheet 16 of the streets plan
Unitary County of Wiltshire	A429-Crudwell Road	Temporary alteration of layout between reference points 17a and 17b and shaded green on sheet 17 of the streets plan
Unitary County of Wiltshire	Alderton Road	Temporary alteration of layout between reference points 18a and 9c and shaded green on sheets 9 and 18 of the streets plan
Unitary County of Wiltshire	Fosse Way	Temporary alteration of layout between reference points 19a and 19b and shaded green on sheet 19 of the streets plan
Unitary County of Wiltshire	B4039-The Gibb	Temporary alteration of layout between reference points 19c and 19d and shaded green on sheet 19 of the streets plan

SCHEDULE 6

Article 12

STREETS AND PUBLIC RIGHTS OF WAY

PART 1

STREETS TO BE TEMPORARILY CLOSED

(1) *Area*	*(2)* *Street*	*(3)* *Measure*
Unitary County of Wiltshire	Approximately 484m of Crossroads South of Forlorn South East to Road to Norton, Ladyswood as shown between points 1a and 1b on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 254m of Road Junction at Southfields South East to Y Junction as shown between points 1c and 1d on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 267m of Access Track between Fosse Way and Honeylane as shown between points 1e and 1f on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 45m of Crossroads Fosse Lodge North West to T Junction with Fosse Way as shown between points 1f and 1g on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 165m of Junction with Fosse Way South and East past Fosse Farm as shown between points 1f and 1i on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 55m of Crossroads South of Forlorn South East to Road to Norton as shown between points 1h and 1f on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 242m of Pig Lane as shown between points 1j and 4a on sheets 1 and 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 1023m of Access Track West of Fosse Way as shown between points 1k and 4c on sheets 1 and 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

Unitary County of Wiltshire	Approximately 617m of Fosse Way as shown between points 1l and 3c on sheets 1 and 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 279m of Junction with Fosse Way South and East past Fosse Farm as shown between points 1m and 4d on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 596m of Honey Lane NorthWest towards Easton Grey Plain, Norton as shown between points 2a and 2b on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 179m of Access Track South of Commonwood Farm as shown between points 3a and 3b on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 467m of Access Track South of Cream Gorse as shown between points 3d and 3e on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 788m of Crossroads Fosse Lodge North West to T Junction with Fosse Way as shown between points 3f and 3g on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 894m of Access Track East of Alderton Road as shown between points 3h and 3i on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 313m of Road from Sherston North East to T Junction in Norton, Norton as shown between points 4d and 4e on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 142m of Pig Lane East to Junction with C27 Sherston Road Norton, Hullavington as shown between points 4b and 4d on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 645m of Hill Hayes, Hullavington, as shown between points 4k and 4i on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 136m of Pig Lane as shown between points	Temporarily closed to all traffic save for traffic under the direction of the undertaker

	4l and 4m on sheet 4 of the streets plan	
Unitary County of Wiltshire	Approximately 938m of Access Track between Pig Lane and Surrendell Wood as shown between points 4n and 8b on sheets 4 and 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 413m of Pig Lane as shown between points 4o and 8a on sheets 4 and 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 94m of Access Track North of Surrendell Wood as shown between points 4p and 4q on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 450m of Access Track East of Norton Road as shown between points 5a and 5b on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 592m of Norton Road North West to Honey Lane, Hullavington as shown between points 5c and 5d on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 1359m of Down Road as shown between points 5e and 5f on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 530m of A429-Kingway Bridge North to Chippenham Road, Corston as shown between points 6a and 6b on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 866m of Rodbourne Track North Crossing Over Railway towards Village from Lowe Stanton as shown between points 6c and 7a on sheets 6 and 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 518m of Rodbourne Track North East Parallel to Railway to Village as shown between points 6d and 6e on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 244m of Access Track as shown between points 7a and 7c on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

Unitary County of Wiltshire	Approximately 1091m of Access Track as shown between points 7a and 7b on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 251m of Access Track as shown between points 7d and 7e on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 205m of Access Track as shown between points 7f and 7g on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 109m of Access Track as shown between points 7h and 7i on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 51m of Access Track North of Newlands Farm as shown between points 8e and 8f on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 433m of The Street East C72 to Deadhill Wood Crossroads, as shown between points 9a and 9b on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 17m of Crossroads South South East C86 to North Side of Motorway Bridge as shown between points 9c and 9d on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 31m of C72 M4 Bridge East C72 to Crossroads as shown between points 9c and 9e on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 8m of The Street as shown between points 9c and 9f on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 417m of Foscote C86 East to C154 Past East Foscote Farm, as shown between points 9g and 9h on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 439m of Sevington as shown between points 10a and 10b on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 52m of Broomfield as shown between points 10c and 10d on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

Unitary County of Wiltshire	Approximately 364m of Cromhall Lane as shown between points 10e and 10f on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 99m of Grove Lane as shown between points 10g and 10h on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 364m of Fowlswick Lane as shown between points 11a and 11b on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 50m of B4039-Coldharbour as shown between points 11c and 11d on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 656m of A420-Yatton Road to Bristol Road, as shown between points 11e and 11f on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 160m of Starveal Farm Access as shown between points 12a and 12b on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 437m of Chippenham Lane as shown between points 12c and 12d on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 434m of Crossroads by Stowell Farm North East C185 to Chippenham Lane as shown between points 12e and 13a on sheets 12 and 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 422m of A4-Bath Road, as shown between points 13b and 13c on sheet 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 90m of Lacock Road North East C157 as shown between points 13f and 13g on sheet 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 313m of Road Past Sparrows Barton to C157 as shown between points 13h and 13i on sheet 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 265m of Access Track West of Thingley Road as shown between points 14a and 14b on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

Unitary County of Wiltshire	Approximately 383m of Lacock Road North East C163 Through Easton as shown between points 14c and 14d on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 266m of Access Track Lacock Road towards Thingley as shown between points 14e and 14f on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 708m of Entrance to Rugby Club East to Little Stubbage as shown between points 14g and 14h on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 180m of Lacock Road South to T Junction at Thingley Cottage Farm as shown between points 14i and 14j on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 290m of Thingley Top as shown between points 14k and 14i on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 328m of Thingley Road as shown between points 14l and 14m on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 25m of Access Track South of Thingley Rail Bridge as shown between points 14n and 14o on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 431m of B3353-Silver Street as shown between points 15a and 15b on sheet 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 31m of Monks Park Access as shown between points 15c and 15d on sheet 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 52m of Boyd's Farm Access as shown between points 15e and 15f on sheet 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 50m of Green Road as shown between points 15g and 15h on sheet 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 784m of B3353-Goodes Hill as shown between points 15i and 16a on sheets 15 and 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

Unitary County of Wiltshire	Approximately 1232m of Westlands Lane as shown between points 16b and 16c on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 687m of Access Track West of Electricity Sub Station as shown between points 16f and 16g on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 3783m of Electricity Sub Station Access, Beanacre as shown between points 16h and 16j on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 87m of Access Track North of Electricity Sub Station as shown between points 16h and 16i on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 35m of Access Track West of Electricity Sub Station as shown between points 16k and 16l on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 135m of A429-Crudwell Road as shown between points 17a and 17b on sheet 17 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 1558m of Alderton Road as shown between points 18a and 9c on sheets 9 and 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 53m of Fosse Way as shown between points 19a and 19b on sheet 19 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 27m of B4039-The Gibb as shown between points 19c and 19d on sheet 19 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of South Gloucestershire	Approximately 51m of B4040-Malmesbury Road as shown between points 20a and 20b on sheet 20 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of South Gloucestershire	Approximately 30m of A46-Bath Road as shown between points 20b and 20c on sheet 20 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of South Gloucestershire	Approximately 55m of Compass Road as shown between points 21a and 21b on sheet 21 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

Unitary County of Wiltshire	Approximately 35m of B3109-Bradford Road as shown between points 22a and 22b on sheet 22 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 35m of A365-Wormwood as shown between points 22b and 22d on sheet 22 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 11m of B3109-Five Lanes Crossroads South to District Council Boundary as shown between points 22b and 22e on sheet 22 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 12m of A365-Devizes Road as shown between points 22c and 22b on sheet 22 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 53m of A350-Mons Lane North to Junction to Notton as shown between points 23a and 23b on sheet 23 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Unitary County of Wiltshire	Approximately 48m of Corsham Road as shown between points 23c and 23d on sheet 23 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

PART 2

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*
Unitary County of Wiltshire	Approximately 19m of Footpath reference 1a - WT|SHER|16 between points marked 1a/i and 1a/ii on sheet 1 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|SHER|16 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 1152m of Footpath reference 1b - WT|SHER|16 between points marked 1b/i and 1b/ii on sheet 1 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|SHER|16 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 386m of Footpath reference 1c - WT|SHER|15 between points marked 1c/i and 1c/ii on sheet 1 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|SHER|15 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 262m of Footpath reference 1d - WT|SHER|37 between points	Temporarily closed along the route shown coloured blue and labelled WT|SHER|37 to

	marked 1d/i and 1d/ii on sheet 1 of the public rights of way plan.	facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 170m of Footpath reference 1e - WT|SHER|17 between points marked 1e/i and 1e/ii on sheet 1 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|SHER|17 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 85m of Footpath reference 2a - WT|NORT|5 between points marked 2a/i and 2a/ii on sheet 2 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|NORT|5 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 246m of Footpath reference 2b - WT|NORT|1 between points marked 2b/i and 2b/ii on sheet 2 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|NORT|1 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 373m of Footpath reference 3a - WT|SHER|18 between points marked 3a/i and 3a/ii on sheet 3 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|SHER|18 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 179m of Footpath reference 3b - WT|SHER|35 between points marked 3b/i and 3b/ii on sheet 3 of the public rights of way plan.	Temporarily closed along the route shown coloured blue and labelled WT|SHER|35 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 185m of Footpath reference 3c - WT|SHER|18 between points marked 3c/i and 3c/ii on sheet 3 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|SHER|18 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 462m of Footpath reference 3d - WT|LUCK|57 between points marked 3d/i and 3d/ii on sheet 3 of the public rights of way plan.	Temporarily closed along the route shown coloured blue and labelled WT|LUCK|57 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 320m of Footpath reference 4a - WT|HULL|26#1 between points marked 4a/i and 4a/ii on sheet 4 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|26#1 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 201m of Footpath reference 4b - WT|HULL|25 between points marked 4b/i and 4b/ii on sheet	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|25 to facilitate the construction and

	4 of the public rights of way plan.	maintenance of the authorised development
Unitary County of Wiltshire	Approximately 567m of Footpath reference 4c - WT|HULL|24 between points marked 4c/i and 4c/ii on sheet 4 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|24 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 35m of Footpath reference 4d - WT|HULL|23 between points marked 4d/i and 4d/ii on sheet 4 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|23 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 542m of Footpath reference 4e - WT|HULL|23 between points marked 4e/i and 4e/ii on sheet 4 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|23 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 441m of Footpath reference 5a - WT|NORT|10 between points marked 5a/i and 5a/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|NORT|10 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 523m of Footpath reference 5b - WT|HULL|1 between points marked 5b/i and 5b/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|1 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 586m of Footpath reference 5c - WT|HULL|2 between points marked 5c/i and 5c/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|2 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 725m of Footpath reference 5d - WT|HULL|4 between points marked 5d/i and 5d/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|4 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 490m of Footpath reference 5e - WT|HULL|5 between points marked 5e/i and 5e/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|5 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 4m of Footpath reference 5f - WT|MALW|50 between points marked 5f/i and 5f/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MALW|50 to facilitate the construction and maintenance of the authorised development

Unitary County of Wiltshire	Approximately 624m of Footpath reference 5g - WT|HULL|6 between points marked 5g/i and 5g/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|6 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 462m of Footpath reference 5h - WT|HULL|6 between points marked 5h/i and 5g/i on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|6 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 170m of Footpath reference 5i - WT|HULL|6 between points marked 5g/i and 5i/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|6 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 515m of Footpath reference 5j - WT|HULL|7 between points marked 5j/i and 5j/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|HULL|7 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 497m of Footpath reference 5k - WT|HULL|8 between points marked 5k/i and 5k/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|8 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 319m of Footpath reference 5l - WT|HULL|8 between points marked 5l/i and 5l/ii on sheet 5 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|8 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 317m of Footpath reference 6a - WT|MALW|52 between points marked 6a/i and 6a/ii on sheet 6 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MALW|52 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 116m of Footpath reference 6c - WT|MALW|53 between points marked 6c/i and 6c/ii on sheet 6 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MALW|53 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 139m of Footpath reference 6d - WT|MALW|53 between points marked 6d/i and 6c/ii on sheet 6 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MALW|53 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 193m of Footpath reference 6e -	Temporarily closed along the route shown coloured yellow

	WT|MALW|55 between points marked 6e/i and 6e/ii on sheet 6 of the public rights of way plan.	and labelled WT|MALW|55 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 312m of Footpath reference 6f - WT|MALW|60 between points marked 6f/i and 6f/ii on sheet 6 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MALW|60 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 287m of Footpath reference 7a - WT|MALW|59 between points marked 7a/i and 7a/ii on sheet 7 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|MALW|59 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 1012m of Footpath reference 7b - WT|MALW|61 between points marked 7b/i and 7b/ii on sheet 7 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|MALW|61 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 7m of Footpath reference 7c - WT|MALW|63 between points marked 7c/i and 7c/ii on sheet 7 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MALW|63 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 180m of Footpath reference 7d - WT|MALW|59 between points marked 7d/i and 7d/ii on sheet 7 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|MALW|59 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 476m of Footpath reference 7e - WT|MALW|62 between points marked 7e/i and 7e/ii on sheet 7 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MALW|62 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 4m of Footpath reference 7f - WT|SSTQ|5 between points marked 7f/i and 7e/i on sheet 7 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|SSTQ|5 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 1m of Footpath reference 8a - WT|HULL|13 between points marked 8a/i and 8a/ii on sheet 8 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|13 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 100m of Footpath reference 8b - WT|HULL|20 between points marked 8b/i and 8b/ii on sheet	Temporarily closed along the route shown coloured yellow and labelled WT|HULL|20 to facilitate the construction and

	8 of the public rights of way plan.	maintenance of the authorised development
Unitary County of Wiltshire	Approximately 51m of Footpath reference 8c - WT|GRIT|22 between points marked 8c/i and 8c/ii on sheet 8 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|GRIT|22 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 72m of Footpath reference 10a - WT|YKEY|6 between points marked 10a/i and 10a/ii on sheet 10 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|YKEY|6 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 93m of Footpath reference 10b - WT|YKEY|6 between points marked 10b/i and 10b/ii on sheet 10 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|YKEY|6 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 79m of Footpath reference 10c - WT|YKEY|8 between points marked 10c/i and 10c/ii on sheet 10 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|YKEY|8 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 114m of Footpath reference 10d - WT|YKEY|9 between points marked 10d/i and 10d/ii on sheet 10 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|YKEY|9 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 1 m of Footpath reference 11a - WT|BIDD|16 between points marked 11a/i and 11a/ii on sheet 11 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|BIDD|16 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 52m of Footpath reference 12a - WT|BIDD|17 between points marked 12a/i and 12a/ii on sheet 12 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|BIDD|17 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 52m of Footpath reference 12d - WT|BIDD|23 between points marked 12d/i and 12d/ii on sheet 12 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|BIDD|23 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 107m of Footpath reference 13a - WT|CORM|122 between points marked 13a/i and 13a/ii on sheet 13 of the public rights of way plan.	Temporarily closed along the route shown coloured blue and labelled WT|CORM|122 to facilitate the construction and maintenance of the authorised development

Unitary County of Wiltshire	Approximately 358 m of Footpath reference 14a - WT|CORM|7 between points marked 14a/i and 14a/ii on sheet 14 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|7 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 10 m of Footpath reference 14b - WT|CORM|3 between points marked 14b/i and 14b/ii on sheet 14 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|3 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 419m of Footpath reference 14c - WT|CORM|9 between points marked 14c/i and 14c/ii on sheet 14 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|9 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 102m of Footpath reference 14d - WT|CORM|13 between points marked 14d/i and 14d/ii on sheet 14 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|13 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 67m of Footpath reference 15a - WT|CORM|34 between points marked 15a/i and 15a/ii on sheet 15 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|34 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 80m of Footpath reference 15b - WT|CORM|32 between points marked 15b/i and 15b/ii on sheet 15 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|32 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 58m of Footpath reference 15c - WT|CORM|35 between points marked 15c/i and 15c/ii on sheet 15 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|35 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 65m of Footpath reference 15d - WT|CORM|33 between points marked 15d/i and 15d/ii on sheet 15 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|33 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 51m of Footpath reference 15e - WT|CORM|31 between points marked 15e/i and 15e/ii on sheet 15 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|31 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 52m of Footpath reference 15f -	Temporarily closed along the route shown coloured yellow

	WT|CORM|30 between points marked 15f/i and 15f/ii on sheet 15 of the public rights of way plan.	and labelled WT|CORM|30 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 77m of Footpath reference 15g - WT|CORM|23 between points marked 15g/i and 15g/ii on sheet 15 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|23 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 51m of Footpath reference 15h - WT|CORM|24 between points marked 15h/i and 15h/ii on sheet 15 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|CORM|24 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 113m of Footpath reference 16a - WT|MELW|77 between points marked 16a/i and 16a/ii on sheet 16 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MELW|77 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 857m of Footpath reference 16b - WT|MELW|85 between points marked 16b/i and 16b/ii on sheet 16 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MELW|85 to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 153m of Footpath reference 16c - WT|MELW|84 between points marked 16c/i and 16c/ii on sheet 16 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|MELW|84 to facilitate the construction and maintenance of the authorised development

PART 3

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED AND DIVERTED

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*
Unitary County of Wiltshire	Approximately 904m of Footpath reference 6b - WT|MALW|54 between points marked 6b/i and 6b/ii on sheet 6 of the public rights of way plan.	Temporarily closed along the route shown coloured green and labelled WT|MALW|54, with a diversion to be provided, to facilitate the construction and maintenance of the authorised development
Unitary County of Wiltshire	Approximately 313m of Footpath reference 9a - WT|GRIT|20 between points marked 9a/i and 9a/ii on sheet 9 of the public rights of way plan.	Temporarily closed along the route shown coloured yellow and labelled WT|GRIT|20, with a diversion to be provided, to facilitate the construction and maintenance of the authorised development

PART 4

TEMPORARY USE OF MOTOR VEHICLES ON PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*
Unitary County of Wiltshire	Approximately 19m of Footpath reference 1a - WT|SHER|16 between points marked 1a/i and 1a/ii on sheet 1 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 1152m of Footpath reference 1b - WT|SHER|16 between points marked 1b/i and 1b/ii on sheet 1 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 386m of Footpath reference 1c - WT|SHER|15 between points marked 1c/i and 1c/ii on sheet 1 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 170m of Footpath reference 1e - WT|SHER|17 between points marked 1e/i and 1e/ii on sheet 1 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 85m of Footpath reference 2a - WT|NORT|5 between points marked 2a/i and 2a/ii on sheet 2 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 246m of Footpath reference 2b - WT|NORT|1 between points marked 2b/i and 2b/ii on sheet 2 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 373m of Footpath reference 3a - WT|SHER|18 between points marked 3a/i and 3a/ii on sheet 3 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 185m of Footpath reference 3c - WT|SHER|18 between points marked 3c/i and 3c/ii on sheet 3 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 320m of Footpath reference 4a -	Motor vehicles under the direction of the undertaker

	WT|HULL|26#1 between points marked 4a/i and 4a/ii on sheet 4 of the public rights of way plan.	may cross the public right of way
Unitary County of Wiltshire	Approximately 201m of Footpath reference 4b - WT|HULL|25 between points marked 4b/i and 4b/ii on sheet 4 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 567m of Footpath reference 4c - WT|HULL|24 between points marked 4c/i and 4c/ii on sheet 4 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 35m of Footpath reference 4d - WT|HULL|23 between points marked 4d/i and 4d/ii on sheet 4 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 542m of Footpath reference 4e - WT|HULL|23 between points marked 4e/i and 4e/ii on sheet 4 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 441m of Footpath reference 5a - WT|NORT|10 between points marked 5a/i and 5a/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 523m of Footpath reference 5b - WT|HULL|1 between points marked 5b/i and 5b/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 586m of Footpath reference 5c - WT|HULL|2 between points marked 5c/i and 5c/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 725m of Footpath reference 5d - WT|HULL|4 between points marked 5d/i and 5d/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 490m of Footpath reference 5e - WT|HULL|5 between points marked 5e/i and 5e/ii on sheet	Motor vehicles under the direction of the undertaker may cross the public right of way

	5 of the public rights of way plan.	
Unitary County of Wiltshire	Approximately 4m of Footpath reference 5f - WT|MALW|50 between points marked 5f/i and 5f/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 624m of Footpath reference 5g - WT|HULL|6 between points marked 5g/i and 5g/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 462m of Footpath reference 5h - WT|HULL|6 between points marked 5h/i and 5g/i on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 170m of Footpath reference 5i - WT|HULL|6 between points marked 5g/i and 5i/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 515m of Footpath reference 5j - WT|HULL|7 between points marked 5j/i and 5j/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may use and cross the public right of way
Unitary County of Wiltshire	Approximately 497m of Footpath reference 5k - WT|HULL|8 between points marked 5k/i and 5k/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 319m of Footpath reference 5l - WT|HULL|8 between points marked 5l/i and 5l/ii on sheet 5 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 317m of Footpath reference 6a - WT|MALW|52 between points marked 6a/i and 6a/ii on sheet 6 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 904m of Footpath reference 6b - WT|MALW|54 between points marked 6b/i and 6b/ii on sheet 6 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may use and cross the public right of way

Unitary County of Wiltshire	Approximately 116m of Footpath reference 6c - WT|MALW|53 between points marked 6c/i and 6c/ii on sheet 6 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 139m of Footpath reference 6d - WT|MALW|53 between points marked 6d/i and 6c/ii on sheet 6 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 193m of Footpath reference 6e - WT|MALW|55 between points marked 6e/i and 6e/ii on sheet 6 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 312m of Footpath reference 6f - WT|MALW|60 between points marked 6f/i and 6f/ii on sheet 6 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 287m of Footpath reference 7a - WT|MALW|59 between points marked 7a/i and 7a/ii on sheet 7 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may use and cross the public right of way
Unitary County of Wiltshire	Approximately 1012m of Footpath reference 7b - WT|MALW|61 between points marked 7b/i and 7b/ii on sheet 7 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 7m of Footpath reference 7c - WT|MALW|63 between points marked 7c/i and 7c/ii on sheet 7 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 180m of Footpath reference 7d - WT|MALW|59 between points marked 7d/i and 7d/ii on sheet 7 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may use and cross the public right of way
Unitary County of Wiltshire	Approximately 476m of Footpath reference 7e - WT|MALW|62 between points marked 7e/i and 7e/ii on sheet 7 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 4m of Footpath reference 7f - WT|SSTQ|5 between points marked 7f/i	Motor vehicles under the direction of the undertaker

	and 7e/i on sheet 7 of the public rights of way plan.	may cross the public right of way
Unitary County of Wiltshire	Approximately 1m of Footpath reference 8a - WT|HULL|13 between points marked 8a/i and 8a/ii on sheet 8 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 100m of Footpath reference 8b - WT|HULL|20 between points marked 8b/i and 8b/ii on sheet 8 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 51m of Footpath reference 8c - WT|GRIT|22 between points marked 8c/i and 8c/ii on sheet 8 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 313m of Footpath reference 9a - WT|GRIT|20 between points marked 9a/i and 9a/ii on sheet 9 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may use and cross the public right of way
Unitary County of Wiltshire	Approximately 72m of Footpath reference 10a - WT|YKEY|6 between points marked 10a/i and 10a/ii on sheet 10 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 93m of Footpath reference 10b - WT|YKEY|6 between points marked 10b/i and 10b/ii on sheet 10 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 79m of Footpath reference 10c - WT|YKEY|8 between points marked 10c/i and 10c/ii on sheet 10 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 114m of Footpath reference 10d - WT|YKEY|9 between points marked 10d/i and 10d/ii on sheet 10 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 1 m of Footpath reference 11a - WT|BIDD|16 between points marked 11a/i and 11a/ii on sheet 11 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way

Unitary County of Wiltshire	Approximately 52m of Footpath reference 12a - WT|BIDD|17 between points marked 12a/i and 12a/ii on sheet 12 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 52m of Footpath reference 12d - WT|BIDD|23 between points marked 12d/i and 12d/ii on sheet 12 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 358 m of Footpath reference 14a - WT|CORM|7 between points marked 14a/i and 14a/ii on sheet 14 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 10 m of Footpath reference 14b - WT|CORM|3 between points marked 14b/i and 14b/ii on sheet 14 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 419m of Footpath reference 14c - WT|CORM|9 between points marked 14c/i and 14c/ii on sheet 14 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 102m of Footpath reference 14d - WT|CORM|13 between points marked 14d/i and 14d/ii on sheet 14 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 67m of Footpath reference 15a - WT|CORM|34 between points marked 15a/i and 15a/ii on sheet 15 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 80m of Footpath reference 15b - WT|CORM|32 between points marked 15b/i and 15b/ii on sheet 15 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 58m of Footpath reference 15c - WT|CORM|35 between points marked 15c/i and 15c/ii on sheet 15 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 65m of Footpath reference 15d -	Motor vehicles under the direction of the undertaker

	WT|CORM|33 between points marked 15d/i and 15d/ii on sheet 15 of the public rights of way plan.	may cross the public right of way
Unitary County of Wiltshire	Approximately 51m of Footpath reference 15e - WT|CORM|31 between points marked 15e/i and 15e/ii on sheet 15 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 52m of Footpath reference 15f - WT|CORM|30 between points marked 15f/i and 15f/ii on sheet 15 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 77m of Footpath reference 15g - WT|CORM|23 between points marked 15g/i and 15g/ii on sheet 15 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 51m of Footpath reference 15h - WT|CORM|24 between points marked 15h/i and 15h/ii on sheet 15 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 113m of Footpath reference 16a - WT|MELW|77 between points marked 16a/i and 16a/ii on sheet 16 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 857m of Footpath reference 16b - WT|MELW|85 between points marked 16b/i and 16b/ii on sheet 16 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way
Unitary County of Wiltshire	Approximately 153m of Footpath reference 16c - WT|MELW|84 between points marked 16c/i and 16c/ii on sheet 16 of the public rights of way plan.	Motor vehicles under the direction of the undertaker may cross the public right of way

SCHEDULE 7

Article 14

ACCESS TO WORKS

PART 1

PERMANENT MEANS OF ACCESS TO WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Description of means of access*
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	The provision of a permanent means of access to the authorised development from the point marked 2 on sheet 3 of the access plan
Unitary County of Wiltshire	Pig Lane	The provision of a permanent means of access to the authorised development from the point marked 2a on sheet 4 of the access plan
Unitary County of Wiltshire	Pig Lane	The provision of a permanent means of access to the authorised development from the point marked 2b on sheet 4 of the access plan
Unitary County of Wiltshire	Access Track between Fosse Way and Honeylane	The provision of a permanent means of access to the authorised development from the point marked 4 on sheet 1 of the access plan
Unitary County of Wiltshire	Honey Lane NorthWest towards Easton Grey Plain, Norton	The provision of a permanent means of access to the authorised development from the point marked 4b on sheet 2 of the access plan
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton, Ladyswood	The provision of a permanent means of access to the authorised development from the point marked 5 on sheet 1 of the access plan
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton, Ladyswood	The provision of a permanent means of access to the authorised development from the point marked 6 on sheet 1 of the access plan
Unitary County of Wiltshire	Norton Road North West to Honey Lane, Hullavington	The provision of a permanent means of access to the authorised development from the point marked 7 on sheet 5 of the access plan
Unitary County of Wiltshire	Norton Road North West to Honey Lane, Hullavington	The provision of a permanent means of access to the authorised development from the point marked 8 on sheet 5 of the access plan

Unitary County of Wiltshire	Down Road	The provision of a permanent means of access to the authorised development from the point marked 9 on sheet 5 of the access plan
Unitary County of Wiltshire	Rodbourne, along Cabbage Lane	The provision of a permanent means of access to the authorised development from the point marked 11 on sheet 6 of the access plan
Unitary County of Wiltshire	Rodbourne, along Cabbage Lane	The provision of a permanent means of access to the authorised development from the point marked 14 on sheet 6 of the access plan
Unitary County of Wiltshire	Rodbourne, along Cabbage Lane	The provision of a permanent means of access to the authorised development from the point marked 15 on sheet 6 of the access plan
Unitary County of Wiltshire	Rodbourne, Track south of Cabbage Lane, towards Village from Lowe Stanton	The provision of a permanent means of access to the authorised development from the point marked 16 on sheet 6 of the access plan
Unitary County of Wiltshire	Access Track south of Cabbage Lane	The provision of a permanent means of access to the authorised development from the point marked 17 on sheet 7 of the access plan
Unitary County of Wiltshire	Access Track south of Cabbage Lane	The provision of a permanent means of access to the authorised development from the point marked 17a on sheet 7 of the access plan
Unitary County of Wiltshire	Access Track south of Cabbage Lane	The provision of a permanent means of access to the authorised development from the point marked 17b on sheet 7 of the access plan
Unitary County of Wiltshire	A429-Kingway Bridge North to Chippenham Road, Corston	The provision of a permanent means of access to the authorised development from the point marked 18 on sheet 6 of the access plan
Unitary County of Wiltshire	Access Track South of Cream Gorse	The provision of a permanent means of access to the authorised development from the point marked 19 on sheet 3 of the access plan
Unitary County of Wiltshire	Norton Road North West to Honey Lane, Hullavington	The provision of a permanent means of access to the authorised development from the point marked 20 on sheet 5 of the access plan

Unitary County of Wiltshire	Hill Hayes Lane	The provision of a permanent means of access to the authorised development from the point marked 21 on sheet 4 of the access plan
Unitary County of Wiltshire	Access Track West of Electricity Sub Station	The provision of a permanent means of access to the authorised development from the point marked 126 on sheet 16 of the access plan
Unitary County of Wiltshire	Access Track North of Electricity Sub Station	The provision of a permanent means of access to the authorised development from the point marked 127 on sheet 16 of the access plan
Unitary County of Wiltshire	Ford Road and Widleys Road Junction East C93 to bottom of Bustlers Hill, Sherston	The provision of a permanent means of access to the authorised development from the point marked 201 on sheet 1 of the access plan
Unitary County of Wiltshire	Fosse Way	The provision of a permanent means of access to the authorised development from the point marked 202 on sheet 2 of the access plan
Unitary County of Wiltshire	Foxley Green South to Honey Lane, Foxley	The provision of a permanent means of access to the authorised development from the point marked 203 on sheet 2 of the access plan
Unitary County of Wiltshire	Fosse Way	The provision of a permanent means of access to the authorised development from the point marked 204 on sheet 4 of the access plan
Unitary County of Wiltshire	The Avenue Alderton North C94 to Junction of Rat Hole and Widleys Road, Alderton	The provision of a permanent means of access to the authorised development from the point marked 205 on sheet 3 of the access plan
Unitary County of Wiltshire	Alderton Road, Luckington	The provision of a permanent means of access to the authorised development from the point marked 206 on sheet 3 of the access plan
Unitary County of Wiltshire	Alderton Road, Luckington	The provision of a permanent means of access to the authorised development from the point marked 207 on sheet 3 of the access plan
Unitary County of Wiltshire	Alderton Road, Luckington	The provision of a permanent means of access to the authorised development from the point marked 208 on sheet 3 of the access plan

Unitary County of Wiltshire	Rodbourne Track North Crossing Over Railway Towards Village from Lower Stanton	The provision of a permanent means of access to the authorised development from the point marked 209 on sheet 6 of the access plan

PART 2

TEMPORARY MEANS OF ACCESS

(1) *Area*	*(2)* *Street*	*(3)* *Description of means of access*
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	The provision of a temporary means of access to the authorised development from the point marked 1 on sheet 3 of the access plan
Unitary County of Wiltshire	Access Track West of Fosse Way	The provision of a temporary means of access to the authorised development from the point marked 3 on sheet 4 of the access plan
Unitary County of Wiltshire	Honey Lane NorthWest towards Easton Grey Plain, Norton	The provision of a temporary means of access to the authorised development from the point marked 4a on sheet 2 of the access plan
Unitary County of Wiltshire	A429-Kingway Bridge North to Chippenham Road, Corston	The provision of a temporary means of access to the authorised development from the point marked 10 on sheet 6 of the access plan
Unitary County of Wiltshire	Rodbourne, along Cabbage Lane	The provision of a temporary means of access to the authorised development from the point marked 12 on sheet 6 of the access plan
Unitary County of Wiltshire	Rodbourne, along Cabbage Lane	The provision of a temporary means of access to the authorised development from the point marked 13 on sheet 6 of the access plan
Unitary County of Wiltshire	The Street East C72 to Deadhill Wood Crossroads	The provision of a temporary means of access to the authorised development from the point marked 101 on sheet 9 of the access plan
Unitary County of Wiltshire	The Street East C72 to Deadhill Wood Crossroads	The provision of a temporary means of access to the authorised development from the point marked 102 on sheet 9 of the access plan
Unitary County of Wiltshire	Foscote C86 East to C154 Past East Foscote Farm	The provision of a temporary means of access to the authorised development from

		the point marked 103 on sheet 9 of the access plan
Unitary County of Wiltshire	Foscote C86 East to C154 Past East Foscote Farm	The provision of a temporary means of access to the authorised development from the point marked 104 on sheet 9 of the access plan
Unitary County of Wiltshire	Sevington	The provision of a temporary means of access to the authorised development from the point marked 105 on sheet 10 of the access plan
Unitary County of Wiltshire	Sevington	The provision of a temporary means of access to the authorised development from the point marked 106 on sheet 10 of the access plan
Unitary County of Wiltshire	Cromhall Lane	The provision of a temporary means of access to the authorised development from the point marked 107 on sheet 10 of the access plan
Unitary County of Wiltshire	Cromhall Lane	The provision of a temporary means of access to the authorised development from the point marked 108 on sheet 10 of the access plan
Unitary County of Wiltshire	Fowlswick Lane	The provision of a temporary means of access to the authorised development from the point marked 109 on sheet 11 of the access plan
Unitary County of Wiltshire	A420-Yatton Road to Bristol Road	The provision of a temporary means of access to the authorised development from the point marked 110 on sheet 11 of the access plan
Unitary County of Wiltshire	A420-Yatton Road to Bristol Road	The provision of a temporary means of access to the authorised development from the point marked 111 on sheet 11 of the access plan
Unitary County of Wiltshire	Chippenham Lane	The provision of a temporary means of access to the authorised development from the point marked 112 on sheet 12 of the access plan
Unitary County of Wiltshire	Chippenham Lane	The provision of a temporary means of access to the authorised development from the point marked 113 on sheet 12 of the access plan
Unitary County of Wiltshire	Crossroads by Stowell Farm North East C185 to Chippenham Lane	The provision of a temporary means of access to the authorised development from

		the point marked 114 on sheet 12 of the access plan
Unitary County of Wiltshire	A4-Bath Road	The provision of a temporary means of access to the authorised development from the point marked 115 on sheet 13 of the access plan
Unitary County of Wiltshire	Road Past Sparrows Barton to C157	The provision of a temporary means of access to the authorised development from the point marked 116 on sheet 13 of the access plan
Unitary County of Wiltshire	Road Past Sparrows Barton to C157	The provision of a temporary means of access to the authorised development from the point marked 117 on sheet 13 of the access plan
Unitary County of Wiltshire	Lacock Road North East C163 Through Easton	The provision of a temporary means of access to the authorised development from the point marked 118 on sheet 14 of the access plan
Unitary County of Wiltshire	Lacock Road North East C163 Through Easton	The provision of a temporary means of access to the authorised development from the point marked 119 on sheet 14 of the access plan
Unitary County of Wiltshire	Lacock Road, north of the railway crossing	The provision of a temporary means of access to the authorised development from the point marked 119a on sheet 14 of the access plan
Unitary County of Wiltshire	Thingley Top	The provision of a temporary means of access to the authorised development from the point marked 120 on sheet 14 of the access plan
Unitary County of Wiltshire	Lacock Road South to T Junction at Thingley Cottage Farm	The provision of a temporary means of access to the authorised development from the point marked 121 on sheet 14 of the access plan
Unitary County of Wiltshire	Entrance to Rugby Club East to Little Stubbage	The provision of a temporary means of access to the authorised development from the point marked 122 on sheet 14 of the access plan
Unitary County of Wiltshire	B3353-Silver Street	The provision of a temporary means of access to the authorised development from the point marked 123 on sheet 15 of the access plan
Unitary County of Wiltshire	B3353-Silver Street	The provision of a temporary means of access to the authorised development from

		the point marked 124 on sheet 15 of the access plan
Unitary County of Wiltshire	B3353-Goodes Hill	The provision of a temporary means of access to the authorised development from the point marked 125 on sheet 15 of the access plan

SCHEDULE 8

Article 16

TRAFFIC REGULATION MEASURES

(1) *Area*	*(2)* *Street*	*(3)* *Extent of the street works*
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton, Ladyswood	Between reference points 1a and 1b and shaded purple and green on sheet 1 of the streets plan
Unitary County of Wiltshire	Road Junction at Southfields South East to Y Junction	Between reference points 1c and 1d and shaded purple and green on sheet 1 of the streets plan
Unitary County of Wiltshire	Access Track between Fosse Way and Honeylane	Between reference points 1e and 1f and shaded purple and green on sheet 1 of the streets plan
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	Between reference points 1f and 1g and shaded purple and green on sheet 1 of the streets plan
Unitary County of Wiltshire	Junction with Fosse Way South and East past Fosse Farm	Between reference points 1f and 1i and shaded purple and green on sheet 1 of the streets plan
Unitary County of Wiltshire	Crossroads South of Forlorn South East to Road to Norton	Between reference points 1h and 1f and shaded purple and green on sheet 1 of the streets plan
Unitary County of Wiltshire	Pig Lane	Between reference points 1j and 4a and shaded purple and green on sheets 1 and 4 of the streets plan
Unitary County of Wiltshire	Access Track West of Fosse Way	Between reference points 1k and 4c and shaded purple and green on sheets 1 and 4 of the streets plan
Unitary County of Wiltshire	Fosse Way	Between reference points 1l and 3c and shaded purple and green on sheets 1 and 3 of the streets plan
Unitary County of Wiltshire	Junction with Fosse Way South and East past Fosse Farm	Between reference points 1m and 4d and shaded purple and green on sheet 1 of the streets plan
Unitary County of Wiltshire	Honey Lane NorthWest towards Easton Grey Plain, Norton	Between reference points 2a and 2b and shaded purple and green on sheet 2 of the streets plan
Unitary County of Wiltshire	Access Track South of Commonwood Farm	Between reference points 3a and 3b and shaded purple and green on sheet 3 of the streets plan

Unitary County of Wiltshire	Access Track South of Cream Gorse	Between reference points 3d and 3e and shaded purple and green on sheet 3 of the streets plan
Unitary County of Wiltshire	Crossroads Fosse Lodge North West to T Junction with Fosse Way	Between reference points 3f and 3g and shaded purple and green on sheet 3 of the streets plan
Unitary County of Wiltshire	Access Track East of Alderton Road	Between reference points 3h and 3i and shaded purple and green on sheet 3 of the streets plan
Unitary County of Wiltshire	Road from Sherston North East to T Junction in Norton, Norton	Between reference points 4d and 4e and shaded purple and green on sheet 4 of the streets plan
Unitary County of Wiltshire	Pig Lane East to Junction with C27 Sherston Road Norton, Hullavington	Between reference points 4b and 4d and shaded purple and green on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track East of Hill Hayes	Between reference points 4f and 4g and shaded purple and green on sheet 4 of the streets plan
Unitary County of Wiltshire	Hill Hayes, Hullavington	Between reference points 4k and 4i and shaded purple and green on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track West of Hill Hayes	Between reference points 4j and 4k and shaded purple and green on sheet 4 of the streets plan
Unitary County of Wiltshire	Pig Lane	Between reference points 4l and 4m and shaded purple and green on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track between Pig Lane and Surrendell Wood	Between reference points 4n and 8b and shaded purple and green on sheets 4 and 8 of the streets plan
Unitary County of Wiltshire	Pig Lane	Between reference points 4o and 8a and shaded purple and green on sheets 4 and 8 of the streets plan
Unitary County of Wiltshire	Access Track North of Surrendell Wood	Between reference points 4p and 4q and shaded purple and green on sheet 4 of the streets plan
Unitary County of Wiltshire	Access Track East of Norton Road	Between reference points 5a and 5b and shaded purple and green on sheet 5 of the streets plan
Unitary County of Wiltshire	Norton Road North West to Honey Lane, Hullavington	Between reference points 5c and 5d and shaded purple and green on sheet 5 of the streets plan

Unitary County of Wiltshire	Down Road	Between reference points 5e and 5f and shaded purple and green on sheet 5 of the streets plan
Unitary County of Wiltshire	A429-Kingway Bridge North to Chippenham Road, Corston	Between reference points 6a and 6b and shaded purple and green on sheet 6 of the streets plan
Unitary County of Wiltshire	Rodbourne Track North Crossing Over Railway towards Village from Lowe Stanton	Between reference points 6c and 7a and shaded purple and green on sheets 6 and 7 of the streets plan
Unitary County of Wiltshire	Rodbourne Track North East Parallel to Railway to Village	Between reference points 6d and 6e and shaded purple and green on sheet 6 of the streets plan
Unitary County of Wiltshire	Access Track	Between reference points 7a and 7c and shaded purple and green on sheet 7 of the streets plan
Unitary County of Wiltshire	Crossroads South South East C86 to North Side of Motorway Bridge	Between reference points 9c and 9d and shaded purple and green on sheet 9 of the streets plan
Unitary County of Wiltshire	C72 M4 Bridge East C72 to Crossroads	Between reference points 9c and 9e and shaded purple and green on sheet 9 of the streets plan
Unitary County of Wiltshire	The Street	Between reference points 9c and 9f and shaded purple and green on sheet 9 of the streets plan
Unitary County of Wiltshire	Sevington	Between reference points 10a and 10b and shaded purple and green on sheet 10 of the streets plan
Unitary County of Wiltshire	Broomfield	Between reference points 10c and 10d and shaded purple and green on sheet 10 of the streets plan
Unitary County of Wiltshire	Cromhall Lane	Between reference points 10e and 10f and shaded purple and green on sheet 10 of the streets plan
Unitary County of Wiltshire	Grove Lane	Between reference points 10g and 10h and shaded purple and green on sheet 10 of the streets plan
Unitary County of Wiltshire	Fowlswick Lane	Between reference points 11a and 11b and shaded purple and green on sheet 11 of the streets plan
Unitary County of Wiltshire	B4039-Coldharbour	Between reference points 11c and 11d and shaded purple and green on sheet 11 of the streets plan

Unitary County of Wiltshire	Chippenham Lane	Between reference points 12c and 12d and shaded purple and green on sheet 12 of the streets plan
Unitary County of Wiltshire	Crossroads by Stowell Farm North East C185 to Chippenham Lane	Between reference points 12e and 13a and shaded purple and green on sheets 12 and 13 of the streets plan
Unitary County of Wiltshire	Lacock Road North East C157	Between reference points 13f and 13g and shaded purple and green on sheet 13 of the streets plan
Unitary County of Wiltshire	Road Past Sparrows Barton to C157	Between reference points 13h and 13i and shaded purple and green on sheet 13 of the streets plan
Unitary County of Wiltshire	Lacock Road North East C163 Through Easton	Between reference points 14c and 14d and shaded purple and green on sheet 14 of the streets plan
Unitary County of Wiltshire	Entrance to Rugby Club East to Little Stubbage	Between reference points 14g and 14h and shaded purple and green on sheet 14 of the streets plan
Unitary County of Wiltshire	Lacock Road South to T Junction at Thingley Cottage Farm	Between reference points 14i and 14j and shaded purple and green on sheet 14 of the streets plan
Unitary County of Wiltshire	Thingley Top	Between reference points 14k and 14i and shaded purple and green on sheet 14 of the streets plan
Unitary County of Wiltshire	Thingley Road	Between reference points 14l and 14m and shaded purple and green on sheet 14 of the streets plan
Unitary County of Wiltshire	B3353-Silver Street	Between reference points 15a and 15b and shaded purple and green on sheet 15 of the streets plan
Unitary County of Wiltshire	B3353-Goodes Hill	Between reference points 15i and 16a and shaded purple and green on sheets 15 and 16 of the streets plan
Unitary County of Wiltshire	Westlands Lane	Between reference points 16b and 16c and shaded purple and green on sheet 16 of the streets plan
Unitary County of Wiltshire	A429-Crudwell Road	Between reference points 17a and 17b and shaded purple and green on sheet 17 of the streets plan
Unitary County of Wiltshire	Alderton Road	Between reference points 18a and 9c and shaded purple and green on sheets 9 and 18 of the streets plan

Unitary County of Wiltshire	Fosse Way	Between reference points 19a and 19b and shaded purple and green on sheet 19 of the streets plan
Unitary County of Wiltshire	B4039-The Gibb	Between reference points 19c and 19d and shaded purple and green on sheet 19 of the streets plan
District of South Gloucestershire	B4040-Malmesbury Road	Between reference points 20a and 20b and shaded purple and green on sheet 20 of the streets plan
District of South Gloucestershire	A46-Bath Road	Between reference points 20b and 20c and shaded purple and green on sheet 20 of the streets plan
District of South Gloucestershire	Compass Road	Between reference points 21a and 21b and shaded purple and green on sheet 21 of the streets plan
Unitary County of Wiltshire	B3109-Bradford Road	Between reference points 22a and 22b and shaded purple and green on sheet 22 of the streets plan
Unitary County of Wiltshire	A365-Wormwood	Between reference points 22b and 22d and shaded purple and green on sheet 22 of the streets plan
Unitary County of Wiltshire	B3109-Five Lanes Crossroads South to District Council Boundary	Between reference points 22b and 22e and shaded purple and green on sheet 22 of the streets plan
Unitary County of Wiltshire	A365-Devizes Road	Between reference points 22c and 22b and shaded purple and green on sheet 22 of the streets plan
Unitary County of Wiltshire	A350-Mons Lane North to Junction to Notton	Between reference points 23a and 23b and shaded purple and green on sheet 23 of the streets plan
Unitary County of Wiltshire	Corsham Road	Between reference points 23c and 23d and shaded purple and green on sheet 23 of the streets plan

SCHEDULE 9

Article 24

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

(1) *Plot reference number shown on the Land Plan*	*(2)* *Purposes for which rights over land may be required and restrictive covenants imposed*
01-005, 01-007, 01-010, 01-051, 01-052, 01-054, 01-055, 02-001, 02-010, 03-065, 04-001, 05-035, 05-036, 05-037, 05-038, 05-039, 05-042, 05-043, 06-002, 06-005, 06-006, 06-014, 06-016, 06-017, 06-018, 06-019, 06-021, 06-025, 06-027, 06-030, 06-031, 06-032, 06-038, 06-039, 07-022, 07-033, 07-034, 07-035, 09-007, 09-009, 09-013, 10-001, 10-009, 11-004, 11-005, 11-007, 11-013, 11-014, 11-018, 11-019, 12-009, 12-016, 13-008, 13-009, 13-010, 13-031, 13-032, 13-033, 14-024, 14-025, 14-027, 14-029, 14-030, 14-031, 14-032, 14-033, 14-037, 14-039, 14-041, 15-003, 16-002a, 16-004, 16-005, 16-007, 16-008, 16-009, 16-016, 16-017	Alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;
	pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the authorised development;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;
	install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;
	restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.
01-020, 01-021, 01-022, 01-024, 01-030, 01-031, 01-032, 01-033, 01-034, 01-035, 01-036, 01-037, 01-038, 01-039, 01-040, 01-041, 01-042, 01-043, 01-044, 01-045, 01-046, 01-047, 01-048, 01-049, 01-050, 01-052, 01-053, 01-	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain electrical underground cables, earthing cables, optical fibre cables, data cables, telecommunications

054, 01-055, 01-056, 01-057, 02-001, 02-002, 02-003, 02-004, 02-005, 02-006, 02-007, 02-008, 02-009, 02-011, 02-012, 02-013, 02-014, 02-015, 02-016, 02-017, 02-018, 02-019, 02-020, 03-001, 03-002, 03-003, 03-004, 03-005, 03-029, 03-030, 03-031, 03-032, 03-033, 03-034, 03-036, 03-037, 03-038, 03-039, 03-040, 03-041, 03-042, 03-043, 03-044, 03-045, 03-046, 03-047, 03-048, 03-049, 03-050, 03-051, 03-052, 03-053, 03-054, 03-055, 03-056, 03-057, 03-058, 03-059, 03-060, 03-061, 03-062, 03-063, 03-064, 03-066, 03-067, 03-068, 03-069, 03-070, 03-071, 03-072, 03-073, 03-074, 03-079, 04-004, 04-005, 04-006, 04-007, 04-008, 04-009, 04-010, 04-011, 04-012, 04-013, 04-014, 04-015, 04-016, 04-017, 04-018, 04-019, 04-020, 04-021, 04-022, 04-023, 04-024, 04-025, 04-026, 04-027, 04-028, 04-029, 04-030, 04-031, 04-032, 04-033, 04-034, 04-035, 04-036, 04-037, 04-038, 04-039, 04-040, 04-041, 04-042, 04-043, 04-044, 04-045, 04-046, 04-047, 04-048, 04-049, 04-050, 04-051, 04-052, 04-053, 04-054, 04-055, 04-056, 04-057, 04-058, 04-059, 04-060, 04-061, 04-062, 04-063, 04-064, 04-065, 04-066, 04-067, 04-068, 05-001, 05-002, 05-003, 05-004, 05-005, 05-006, 05-007, 05-008, 05-009, 05-010, 05-011, 05-012, 05-013, 05-016, 05-017, 05-018, 05-019, 05-020, 05-021, 05-027, 05-028, 05-029, 05-030, 05-031, 05-032, 05-033, 05-034, 05-039, 05-040, 05-041, 05-042, 05-043, 06-001, 06-003, 06-004, 06-005, 06-006, 06-007, 06-008, 06-009, 06-010, 06-011, 06-012, 06-013, 06-015, 06-020, 06-022, 06-023, 06-024, 06-026, 06-029, 06-033, 06-034, 06-035, 06-036, 06-037, 08-001, 08-002, 08-003, 08-004, 08-005, 08-006, 09-007, 09-009, 09-010, 09-012, 09-013, 09-015, 09-016, 09-017, 09-018, 09-019, 09-020, 09-021, 10-001, 10-003, 10-004, 10-005, 10-006, 10-007, 10-009, 10-011, 10-012, 10-013, 11-001, 11-002, 11-003, 11-004, 11-005, 11-007, 11-009, 11-010, 11-011, 11-013, 11-014, 11-018, 11-019, 11-021, 12-001, 12-002, 12-003, 12-004, 12-005, 12-006, 12-007, 12-009, 12-011, 12-012, 12-013, 12-014, 12-016, 12-018, 12-020, 13-001, 13-002, 13-003, 13-008, 13-009, 13-010, 13-017, 13-018, 13-018a, 13-019, 13-020, 13-021, 13-022, 13-023, 13-024, 13-025, 13-031, 13-032, 13-033, 13-037, 14-001, 14-002, 14-003, 14-004, 14-005, 14-005a, 14-006, 14-006a, 14-007, 14-007a, 14-008, 14-009, 14-010, 14-011, 14-012, 14-013, 14-014, 14-016, 14-017, 14-018, 14-019, 14-020, 14-021, 14-022, 14-023, 14-024, 14-025, 14-026, 14-027, 14-028, 14-028a, 14-029, 14-030, 14-031, 14-032, 14-033, 14-034,	cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other ancillary apparatus and structures (including but not limited to access chambers, manholes and marker posts) and any other works necessary together with the right to fell, trim or lop trees and bushes which may obstruct or interfere with the said cables, telecommunications and other ancillary apparatus;
	remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development;
	continuous vertical and lateral support for the authorised development;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;
	alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;
	install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;
	restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or

14-035, 14-036, 14-037, 14-038, 14-039, 14-040, 14-041, 14-042, 14-043, 14-044, 14-044a, 14-045, 14-045a, 14-046, 14-047, 14-048, 14-049, 14-050, 14-051, 15-003, 15-008, 15-009, 15-010, 15-011, 15-012, 15-013, 15-014, 15-020, 15-021, 16-002a, 16-003, 16-004, 16-005, 16-006, 16-007, 16-008, 16-009, 16-010, 16-011, 16-012, 16-013, 16-014, 16-015, 16-016, 16-017, 16-018, 16-019	interfere with the exercise of the rights or damage the authorised development.

SCHEDULE 10

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 are to apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

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

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

(b) for the words "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modifications set out in sub-paragraph (2).

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

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

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 to the Lime Down Solar Park Order 202[ ]) to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right. .

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 2120 (compulsory acquisition of land) and as modified by article 28 (modification of Part 1 of the Compulsory Purchase Act 1965), applies to the compulsory acquisition of a right by the creation of a new right under article 24 (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—

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

(1) 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.

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

> **7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act. .

(3) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (failure by owners to convey);

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

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

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

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

(4) Section 11 (powers of entry)(**a**) of the 1965 Act is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 21 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry)(**b**), 11B (counter-notice requiring possession to be taken on specified date)(**c**), 12 (penalty for unauthorised entry)(**d**) and 13 (refusal to give possession to acquiring authority)(**e**) of the 1965 Act are modified correspondingly.

(5) 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 enforcement of the restrictive covenant in question.

(6) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 28(3) (modification of Part 1 of the Compulsory Purchase Act 1965) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or restrictive covenant imposed, subject to compliance with that section as respects compensation.

(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1958 (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) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

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

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

(**d**) Section 12 was amended by sections 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.

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

SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 26 (application of the 1981 Act) of the Lime Down Solar Park Order 202[ ] in respect of the land to which the notice to treat relates.

(2) But see article 29(3) (acquisition of subsoil only) of the Lime Down Solar Park Order 202[ ] which excludes the acquisition of subsoil only from this Schedule.

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

Counter-notice requiring purchase of land

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

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

Response to counter-notice

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

(a) withdraw the notice to treat,

(b) accept the counter notice, or

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

6. The authority must serve notice of their decision on the owner within the period of three months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory; cause material detriment to the house, building or factory, or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant,

(b) the use to be made of the right or covenant proposed to be acquired or imposed, and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense cause by the giving and withdrawal of the notice.

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

SCHEDULE 11

Article 31

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Plot reference number shown on the Land Plan*	*(2)* *Purpose for which temporary possession may be taken*
01-006, 01-008, 01-009, 01-011, 09-001, 09-002, 09-003, 09-004, 09-005, 09-006, 09-008, 09-011, 09-014, 09-022, 10-002, 10-008, 10-010, 11-006, 11-008, 11-012, 11-015, 11-016, 11-017, 11-020, 12-008, 12-010, 12-015, 12-017, 12-019, 13-004, 13-005, 13-006, 13-007, 13-011, 13-012, 13-013, 13-014, 13-015, 13-016, 13-026, 13-027, 13-028, 13-029, 13-030, 13-034, 13-035, 13-036, 14-015, 14-015a, 15-001, 15-002, 15-004, 15-005, 15-006, 15-007, 15-015, 15-016, 15-017, 15-018, 15-019, 16-001, 16-002, 17-001, 17-002, 17-003, 17-004, 17-005, 18-001, 19-001, 19-002, 20-001, 20-002, 20-003, 21-001, 21-002, 21-003, 21-004, 21-005, 21-006, 21-007, 22-001, 22-002, 23-001, 23-002, 23-003	Temporary use (including access and compounds) to facilitate the construction of Work Nos. 1 to 10.

SCHEDULE 12

Article 40

HEDGEROWS TO BE REMOVED

PART 1

REMOVAL OF HEDGEROWS

(1) *Hedgerow ID*	*(2)* *Extent of removal*
SH29	Removal of part of approximately 270m of hedgerow within the area identified by a green line on sheet 3 of the TPO and hedgerow plan
SH37_A	Removal of part of approximately 75m of hedgerow within the area identified by a green line on sheet 3 of the TPO and hedgerow plan
SH48_A	Removal of part of approximately 165m of hedgerow within the area identified by a green line on sheet 3 of the TPO and hedgerow plan
SH44	Removal of part of approximately 193m of hedgerow within the area identified by a green line on sheet 4 of the TPO and hedgerow plan
CRH198	Removal of part of approximately 181m of hedgerow within the area identified by a green line on sheet 4 of the TPO and hedgerow plan
CRH202	Removal of part of approximately 222m of hedgerow within the area identified by a green line on sheet 4 of the TPO and hedgerow plan
CRH204	Removal of part of approximately 148m of hedgerow within the area identified by a green line on sheet 4 of the TPO and hedgerow plan
CRH237	Removal of part of approximately 590m of hedgerow within the area identified by a green line on sheet 4 of the TPO and hedgerow plan
SH133	Removal of part of approximately 272m of hedgerow within the area identified by a green line on sheet 5 of the TPO and hedgerow plan
SH287	Removal of part of approximately 188m of hedgerow within the area identified by a green line on sheet 5 of the TPO and hedgerow plan
SH300	Removal of part of approximately 105m of hedgerow within the area identified by a green line on sheet 5 of the TPO and hedgerow plan
SH167_B	Removal of part of approximately 6m of hedgerow within the area identified by a green line on sheet 6 of the TPO and hedgerow plan
SH305	Removal of part of approximately 86m of hedgerow within the area identified by a green line on sheet 6 of the TPO and hedgerow plan
SH306	Removal of part of approximately 216m of hedgerow within the area identified by a green line on sheet 6 of the TPO and hedgerow plan

CRH170	Removal of part of approximately 206m of hedgerow within the area identified by a green line on sheet 9 of the TPO and hedgerow plan
CRH148	Removal of part of approximately 59m of hedgerow within the area identified by a green line on sheet 10 of the TPO and hedgerow plan
CRH129	Removal of part of approximately 52m of hedgerow within the area identified by a green line on sheet 12 of the TPO and hedgerow plan
CRH57	Removal of part of approximately 102m of hedgerow within the area identified by a green line on sheet 14 of the TPO and hedgerow plan
CRH58	Removal of part of approximately 50m of hedgerow within the area identified by a green line on sheet 14 of the TPO and hedgerow plan
CRH65_A	Removal of part of approximately 75m of hedgerow within the area identified by a green line on sheet 14 of the TPO and hedgerow plan
CRH68_A	Removal of part of approximately 114m of hedgerow within the area identified by a green line on sheet 14 of the TPO and hedgerow plan
CRH69_A	Removal of part of approximately 65m of hedgerow within the area identified by a green line on sheet 14 of the TPO and hedgerow plan
CRH88	Removal of part of approximately 26m of hedgerow within the area identified by a green line on sheet 14 of the TPO and hedgerow plan
CRH171	Removal of part of approximately 63m of hedgerow within the area identified by a green line on sheet 14 of the TPO and hedgerow plan
CRH300_B	Removal of part of approximately 205m of hedgerow within the area identified by a green line on sheet 15 of the TPO and hedgerow plan
CRH33	Removal of part of approximately 21m of hedgerow within the area identified by a green line on sheet 16 of the TPO and hedgerow plan
CRH34_B	Removal of part of approximately 102m of hedgerow within the area identified by a green line on sheet 16 of the TPO and hedgerow plan
CRH37_B	Removal of part of approximately 28m of hedgerow within the area identified by a green line on sheet 16 of the TPO and hedgerow plan

(1) The extent to which each hedgerow listed in this table may be removed is controlled by the ecological protection and mitigation strategy, pursuant to article 40(4) of the Order.

PART 2

REMOVAL OF IMPORTANT HEDGEROWS

(1) *Hedgerow ID*	*(2)* *Extent of removal*
SH7	Removal of part of approximately 282m of hedgerow within the area identified by an

	orange line on sheet 1 of the TPO and hedgerow plan
SH8	Removal of part of approximately 82m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH27_A	Removal of part of approximately 281m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH27_B	Removal of part of approximately 153m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH27_C	Removal of part of approximately 180m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH27_D	Removal of part of approximately 168m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH28_B	Removal of part of approximately 294m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH28_C	Removal of part of approximately 242m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH46	Removal of part of approximately 389m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH47	Removal of part of approximately 476m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH67	Removal of part of approximately 180m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH68	Removal of part of approximately 227m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH69	Removal of part of approximately 538m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH70	Removal of part of approximately 434m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan

SH71	Removal of part of approximately 159m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH74	Removal of part of approximately 439m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH75	Removal of part of approximately 536m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH76	Removal of part of approximately 206m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH77	Removal of part of approximately 149m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH78_B	Removal of part of approximately 211m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH78_C	Removal of part of approximately 462m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH78_A	Removal of part of approximately 205m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH79_B	Removal of part of approximately 324m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH79_A	Removal of part of approximately 86m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH80	Removal of part of approximately 307m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH81_A	Removal of part of approximately 322m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH81_B	Removal of part of approximately 104m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH82_B	Removal of part of approximately 210m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan

SH82_A	Removal of part of approximately 35m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH82_C	Removal of part of approximately 16m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH96	Removal of part of approximately 229m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
CRH230	Removal of part of approximately 79m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
CRH231	Removal of part of approximately 305m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH232_A	Removal of part of approximately 35m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH232_B	Removal of part of approximately 237m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH233	Removal of part of approximately 195m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
CRH233_A	Removal of part of approximately 159m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
CRH233_B	Removal of part of approximately 238m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH234	Removal of part of approximately 274m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
CRH234	Removal of part of approximately 151m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH235	Removal of part of approximately 177m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
CRH235	Removal of part of approximately 106m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan

SH236	Removal of part of approximately 266m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH237	Removal of part of approximately 332m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH238	Removal of part of approximately 564m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH240	Removal of part of approximately 51m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH241	Removal of part of approximately 182m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH242	Removal of part of approximately 259m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH243	Removal of part of approximately 82m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH248	Removal of part of approximately 179m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH249	Removal of part of approximately 302m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH250	Removal of part of approximately 98m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH251	Removal of part of approximately 267m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH252_A	Removal of part of approximately 337m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH252_B	Removal of part of approximately 166m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH253	Removal of part of approximately 95m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan

SH254	Removal of part of approximately 39m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH255_A	Removal of part of approximately 254m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH255_B	Removal of part of approximately 203m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH256	Removal of part of approximately 213m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH257	Removal of part of approximately 292m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH258	Removal of part of approximately 344m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH259	Removal of part of approximately 288m of hedgerow within the area identified by an orange line on sheet 1 of the TPO and hedgerow plan
SH84	Removal of part of approximately 201m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH87_A	Removal of part of approximately 56m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH87_B	Removal of part of approximately 136m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH89	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH92	Removal of part of approximately 169m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH93_B	Removal of part of approximately 35m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH93_C	Removal of part of approximately 311m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan

SH93_A	Removal of part of approximately 8m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH94	Removal of part of approximately 121m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH95	Removal of part of approximately 327m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH97	Removal of part of approximately 81m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH99	Removal of part of approximately 110m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH100	Removal of part of approximately 126m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH102_B	Removal of part of approximately 42m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH102_A	Removal of part of approximately 25m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH102_C	Removal of part of approximately 453m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH104	Removal of part of approximately 227m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH105	Removal of part of approximately 277m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH106	Removal of part of approximately 254m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH108	Removal of part of approximately 170m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH111_A	Removal of part of approximately 478m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan

SH111_B	Removal of part of approximately 3m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH261	Removal of part of approximately 278m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH262	Removal of part of approximately 472m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH263	Removal of part of approximately 192m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH264	Removal of part of approximately 84m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH266	Removal of part of approximately 37m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH267	Removal of part of approximately 358m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH268	Removal of part of approximately 192m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH269_B	Removal of part of approximately 5m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH269_A	Removal of part of approximately 174m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH269_D	Removal of part of approximately 270m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH269_C	Removal of part of approximately 28m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH270	Removal of part of approximately 228m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH273	Removal of part of approximately 217m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan

SH274	Removal of part of approximately 348m of hedgerow within the area identified by an orange line on sheet 2 of the TPO and hedgerow plan
SH1	Removal of part of approximately 265m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH2	Removal of part of approximately 303m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH3	Removal of part of approximately 289m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH9	Removal of part of approximately 166m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH12_A	Removal of part of approximately 203m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH12_B	Removal of part of approximately 19m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH14	Removal of part of approximately 184m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH15	Removal of part of approximately 318m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH16_A	Removal of part of approximately 357m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH16_B	Removal of part of approximately 372m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH17	Removal of part of approximately 225m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH18	Removal of part of approximately 444m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH21_B	Removal of part of approximately 332m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan

SH21_A	Removal of part of approximately 935m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH23	Removal of part of approximately 279m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH24	Removal of part of approximately 215m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH26	Removal of part of approximately 337m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH29_A	Removal of part of approximately 128m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH29_B	Removal of part of approximately 174m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH30_A	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH30_B	Removal of part of approximately 159m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH30_A	Removal of part of approximately 132m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH30_B	Removal of part of approximately 210m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH31_B	Removal of part of approximately 239m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH31_C	Removal of part of approximately 93m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH31_A	Removal of part of approximately 98m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH31_B2	Removal of part of approximately 381m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan

SH32_A	Removal of part of approximately 344m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH32_B	Removal of part of approximately 126m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH33	Removal of part of approximately 854m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH34	Removal of part of approximately 166m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH35	Removal of part of approximately 433m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH36	Removal of part of approximately 169m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH37_B	Removal of part of approximately 168m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH38	Removal of part of approximately 472m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH39_C	Removal of part of approximately 127m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH39_B	Removal of part of approximately 223m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH39_A	Removal of part of approximately 116m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH40_B	Removal of part of approximately 88m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH40_A	Removal of part of approximately 57m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH41	Removal of part of approximately 201m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan

SH42	Removal of part of approximately 173m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH43	Removal of part of approximately 275m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH48_B	Removal of part of approximately 188m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH51_A	Removal of part of approximately 285m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH51_B	Removal of part of approximately 169m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH52	Removal of part of approximately 120m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH53	Removal of part of approximately 88m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH55	Removal of part of approximately 276m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH56_A	Removal of part of approximately 311m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH56_B	Removal of part of approximately 150m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH197_A	Removal of part of approximately 486m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH197_B	Removal of part of approximately 253m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH197_C	Removal of part of approximately 49m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH200	Removal of part of approximately 409m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan

SH201	Removal of part of approximately 225m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH203	Removal of part of approximately 273m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH204	Removal of part of approximately 83m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH216	Removal of part of approximately 314m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH217_A	Removal of part of approximately 141m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH217_B	Removal of part of approximately 2m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH218	Removal of part of approximately 435m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH219	Removal of part of approximately 104m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
CRH238	Removal of part of approximately 176m of hedgerow within the area identified by an orange line on sheet 3 of the TPO and hedgerow plan
SH20_A	Removal of part of approximately 184m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH21_A	Removal of part of approximately 163m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH21_B	Removal of part of approximately 476m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH23_A	Removal of part of approximately 356m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH23_B	Removal of part of approximately 202m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan

SH24_A	Removal of part of approximately 209m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH24_B	Removal of part of approximately 158m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH28_A	Removal of part of approximately 356m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH45	Removal of part of approximately 360m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH49	Removal of part of approximately 370m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH50	Removal of part of approximately 195m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH58	Removal of part of approximately 217m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH59	Removal of part of approximately 191m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH60	Removal of part of approximately 328m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH61_C	Removal of part of approximately 617m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH61_A	Removal of part of approximately 412m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH61_B	Removal of part of approximately 242m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH62	Removal of part of approximately 204m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH63	Removal of part of approximately 72m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan

SH65	Removal of part of approximately 280m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH66	Removal of part of approximately 399m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH119_B	Removal of part of approximately 15m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH189	Removal of part of approximately 502m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH191	Removal of part of approximately 198m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH192	Removal of part of approximately 126m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH193	Removal of part of approximately 140m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH194	Removal of part of approximately 10m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH195	Removal of part of approximately 57m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH196	Removal of part of approximately 52m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH197	Removal of part of approximately 222m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH199	Removal of part of approximately 78m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH200_A	Removal of part of approximately 283m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH200_B	Removal of part of approximately 62m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan

CRH202	Removal of part of approximately 223m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH203	Removal of part of approximately 221m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH205	Removal of part of approximately 284m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH206	Removal of part of approximately 297m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH206_B	Removal of part of approximately 238m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH206_A	Removal of part of approximately 141m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH207	Removal of part of approximately 257m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH208	Removal of part of approximately 179m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH209	Removal of part of approximately 621m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH210	Removal of part of approximately 85m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH210	Removal of part of approximately 140m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH211	Removal of part of approximately 621m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH212	Removal of part of approximately 276m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH212	Removal of part of approximately 320m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan

SH213	Removal of part of approximately 596m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH213	Removal of part of approximately 53m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH214	Removal of part of approximately 262m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH215	Removal of part of approximately 113m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH216	Removal of part of approximately 463m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH217	Removal of part of approximately 203m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH221_B	Removal of part of approximately 407m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH221_A	Removal of part of approximately 26m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH221_C	Removal of part of approximately 157m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH224	Removal of part of approximately 192m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH225	Removal of part of approximately 145m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH228	Removal of part of approximately 234m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH230	Removal of part of approximately 311m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH232	Removal of part of approximately 163m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan

CRH236	Removal of part of approximately 85m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH288	Removal of part of approximately 582m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
CRH289	Removal of part of approximately 318m of hedgerow within the area identified by an orange line on sheet 4 of the TPO and hedgerow plan
SH19_A	Removal of part of approximately 357m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH19_B	Removal of part of approximately 261m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH20	Removal of part of approximately 209m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH20_B	Removal of part of approximately 345m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH20_C	Removal of part of approximately 579m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH112	Removal of part of approximately 1058m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH113	Removal of part of approximately 581m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH116_B	Removal of part of approximately 85m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH116_A	Removal of part of approximately 199m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH118	Removal of part of approximately 588m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH119_A	Removal of part of approximately 214m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan

SH120	Removal of part of approximately 500m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH121	Removal of part of approximately 318m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH122_B	Removal of part of approximately 358m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH122_A	Removal of part of approximately 177m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH123	Removal of part of approximately 467m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH124	Removal of part of approximately 625m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH125	Removal of part of approximately 344m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH126	Removal of part of approximately 324m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH127	Removal of part of approximately 688m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH128	Removal of part of approximately 336m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH129	Removal of part of approximately 192m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH130	Removal of part of approximately 138m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH132	Removal of part of approximately 478m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH134	Removal of part of approximately 343m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan

SH136_A	Removal of part of approximately 172m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH136_B	Removal of part of approximately 60m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH137	Removal of part of approximately 102m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH138	Removal of part of approximately 161m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH193	Removal of part of approximately 282m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH244	Removal of part of approximately 115m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH245	Removal of part of approximately 92m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH245	Removal of part of approximately 126m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH246	Removal of part of approximately 220m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH247	Removal of part of approximately 199m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH248	Removal of part of approximately 229m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH249	Removal of part of approximately 261m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH250	Removal of part of approximately 253m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
CRH256	Removal of part of approximately 249m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan

SH276_A	Removal of part of approximately 576m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH276_B	Removal of part of approximately 24m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH277	Removal of part of approximately 108m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH278	Removal of part of approximately 154m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH279	Removal of part of approximately 380m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH280	Removal of part of approximately 251m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH281	Removal of part of approximately 632m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH283	Removal of part of approximately 644m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH284	Removal of part of approximately 378m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH285	Removal of part of approximately 57m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH288_A	Removal of part of approximately 77m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH288_B	Removal of part of approximately 113m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH289	Removal of part of approximately 228m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH290	Removal of part of approximately 377m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan

SH291	Removal of part of approximately 798m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH292_A	Removal of part of approximately 318m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH292_B	Removal of part of approximately 65m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH293	Removal of part of approximately 192m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH299	Removal of part of approximately 76m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH387	Removal of part of approximately 273m of hedgerow within the area identified by an orange line on sheet 5 of the TPO and hedgerow plan
SH131	Removal of part of approximately 110m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH139	Removal of part of approximately 207m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH141	Removal of part of approximately 157m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH143	Removal of part of approximately 195m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH144	Removal of part of approximately ~~298m~~304m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH144	Removal of part of approximately 17m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
SH145	Removal of part of approximately 321m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH146	Removal of part of approximately 223m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan

SH147	Removal of part of approximately 163m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH148	Removal of part of approximately ~~132m~~138m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH149	Removal of part of approximately 156m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH150	Removal of part of approximately 279m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH155	Removal of part of approximately 135m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH156	Removal of part of approximately 92m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH167_A	Removal of part of approximately 110m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH251	Removal of part of approximately 181m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH252	Removal of part of approximately 335m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH253	Removal of part of approximately 258m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH254	Removal of part of approximately 262m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH255	Removal of part of approximately 208m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH257	Removal of part of approximately 223m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH258	Removal of part of approximately 58m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan

CRH259	Removal of part of approximately 152m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH260	Removal of part of approximately 45m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH261	Removal of part of approximately 142m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH262	Removal of part of approximately 352m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH267	Removal of part of approximately 67m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH271	Removal of part of approximately 169m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH272_A	Removal of part of approximately 231m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH272_B	Removal of part of approximately 163m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH273	Removal of part of approximately 287m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH275	Removal of part of approximately 149m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH277	Removal of part of approximately 263m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
CRH278	Removal of part of approximately 116m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH294	Removal of part of approximately 215m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH295	Removal of part of approximately 184m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan

SH296	Removal of part of approximately ~~50m~~56m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH297	Removal of part of approximately 234m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH298	Removal of part of approximately 42m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH301	Removal of part of approximately 120m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH303	Removal of part of approximately 147m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH307	Removal of part of approximately 79m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH308	Removal of part of approximately 113m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH346	Removal of part of approximately 221m of hedgerow within the area identified by an orange line on sheet 6 of the TPO and hedgerow plan
SH119	Removal of part of approximately 257m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH158	Removal of part of approximately 258m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH159	Removal of part of approximately 350m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH160	Removal of part of approximately ~~380m~~386m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH161	Removal of part of approximately 425m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH162	Removal of part of approximately 219m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan

SH164	Removal of part of approximately 323m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH165	Removal of part of approximately 206m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH166_B	Removal of part of approximately 115m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH166_A	Removal of part of approximately 71m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH169	Removal of part of approximately 157m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH170	Removal of part of approximately 98m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH171	Removal of part of approximately 137m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH172	Removal of part of approximately 169m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH173	Removal of part of approximately 184m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH176	Removal of part of approximately 155m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH177	Removal of part of approximately 223m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH178	Removal of part of approximately 228m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH179	Removal of part of approximately 104m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH180	Removal of part of approximately 187m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan

SH181	Removal of part of approximately 92m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH182	Removal of part of approximately 495m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH184	Removal of part of approximately 112m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH186	Removal of part of approximately 115m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH187	Removal of part of approximately 412m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH190	Removal of part of approximately 308m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH192	Removal of part of approximately 220m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH193	Removal of part of approximately 143m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH194	Removal of part of approximately 214m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH195	Removal of part of approximately 152m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH196_B	Removal of part of approximately 225m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH196_A	Removal of part of approximately ~~125m~~132m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH198	Removal of part of approximately 186m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH310	Removal of part of approximately 23m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan

SH313	Removal of part of approximately 122m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH314	Removal of part of approximately 34m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH315	Removal of part of approximately 61m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH316	Removal of part of approximately 60m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH317	Removal of part of approximately 173m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH318	Removal of part of approximately 87m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH319	Removal of part of approximately 149m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH320	Removal of part of approximately 201m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH321	Removal of part of approximately 110m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH322	Removal of part of approximately 94m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH323	Removal of part of approximately 75m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH324	Removal of part of approximately 153m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH325	Removal of part of approximately 139m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH327	Removal of part of approximately 88m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan

SH328	Removal of part of approximately 97m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH330	Removal of part of approximately 212m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH332	Removal of part of approximately 196m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH334	Removal of part of approximately 192m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH335	Removal of part of approximately 298m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH338	Removal of part of approximately 160m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH339	Removal of part of approximately 66m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH340	Removal of part of approximately 166m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH341	Removal of part of approximately 126m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH341	Removal of part of approximately 37m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH342	Removal of part of approximately 129m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH391	Removal of part of approximately 200m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH393	Removal of part of approximately 291m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
SH394	Removal of part of approximately 318m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan

SH813	Removal of part of approximately 458m of hedgerow within the area identified by an orange line on sheet 7 of the TPO and hedgerow plan
CRH182	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH183	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH184_A	Removal of part of approximately 51m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH184_B	Removal of part of approximately 51m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH185	Removal of part of approximately 51m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH188	Removal of part of approximately 251m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH190	Removal of part of approximately 94m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH286	Removal of part of approximately 467m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH287	Removal of part of approximately 226m of hedgerow within the area identified by an orange line on sheet 8 of the TPO and hedgerow plan
CRH167	Removal of part of approximately 379m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH169	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH172	Removal of part of approximately 110m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH173	Removal of part of approximately 14m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan

CRH174	Removal of part of approximately 51m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH175	Removal of part of approximately 234m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH176	Removal of part of approximately 232m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH177	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH178	Removal of part of approximately 27m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH179	Removal of part of approximately 104m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH180	Removal of part of approximately 7m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH181	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 9 of the TPO and hedgerow plan
CRH146	Removal of part of approximately 102m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH147	Removal of part of approximately 98m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH149	Removal of part of approximately 234m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH150	Removal of part of approximately 64m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH152	Removal of part of approximately 268m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH153	Removal of part of approximately 69m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan

CRH154	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH155	Removal of part of approximately 52m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH156	Removal of part of approximately 52m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH157	Removal of part of approximately 73m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH158	Removal of part of approximately 80m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH160	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH161	Removal of part of approximately 52m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH162	Removal of part of approximately 34m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH163	Removal of part of approximately 51m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH164	Removal of part of approximately 7m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH165	Removal of part of approximately 176m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH168	Removal of part of approximately 103m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH305	Removal of part of approximately 97m of hedgerow within the area identified by an orange line on sheet 10 of the TPO and hedgerow plan
CRH131	Removal of part of approximately 130m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan

CRH132	Removal of part of approximately 311m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH133	Removal of part of approximately 154m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH134_A	Removal of part of approximately 83m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH134_B	Removal of part of approximately 12m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH135	Removal of part of approximately 130m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH136	Removal of part of approximately 58m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH138	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH139	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH140	Removal of part of approximately 333m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH141	Removal of part of approximately 122m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH142	Removal of part of approximately 122m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH143	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH144	Removal of part of approximately 60m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH145	Removal of part of approximately 58m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan

CRH282	Removal of part of approximately 346m of hedgerow within the area identified by an orange line on sheet 11 of the TPO and hedgerow plan
CRH118	Removal of part of approximately 463m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH119	Removal of part of approximately 343m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH120	Removal of part of approximately 53m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH121	Removal of part of approximately 61m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH122	Removal of part of approximately 52m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH125	Removal of part of approximately 46m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH126	Removal of part of approximately 127m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH127	Removal of part of approximately 38m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH128	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH130	Removal of part of approximately 52m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH280	Removal of part of approximately 134m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH281	Removal of part of approximately 214m of hedgerow within the area identified by an orange line on sheet 12 of the TPO and hedgerow plan
CRH102	Removal of part of approximately 172m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan

CRH103	Removal of part of approximately 242m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH104	Removal of part of approximately 94m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH105	Removal of part of approximately 85m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH106	Removal of part of approximately 62m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH107	Removal of part of approximately 54m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH108	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH109	Removal of part of approximately 106m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH110	Removal of part of approximately 107m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH111	Removal of part of approximately 120m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH113	Removal of part of approximately 218m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH114	Removal of part of approximately 95m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH115	Removal of part of approximately 51m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH116	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan
CRH117	Removal of part of approximately 94m of hedgerow within the area identified by an orange line on sheet 13 of the TPO and hedgerow plan

CRH59	Removal of part of approximately 102m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH60	Removal of part of approximately 114m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH61_A	Removal of part of approximately 216m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH61_B	Removal of part of approximately 55m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH63_B	Removal of part of approximately 53m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH63_A	Removal of part of approximately 70m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH64_A	Removal of part of approximately 14m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH64_B	Removal of part of approximately 196m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH65_B	Removal of part of approximately 185m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH66	Removal of part of approximately 158m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH67	Removal of part of approximately 209m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH68_B	Removal of part of approximately 195m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH69_B	Removal of part of approximately 219m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH73	Removal of part of approximately 204m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan

CRH75_A	Removal of part of approximately 233m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH75_B	Removal of part of approximately 109m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH76	Removal of part of approximately 243m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH77	Removal of part of approximately 74m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH78	Removal of part of approximately 205m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH80	Removal of part of approximately 184m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH81	Removal of part of approximately 221m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH82	Removal of part of approximately 93m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH83	Removal of part of approximately 115m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH84	Removal of part of approximately 263m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH85	Removal of part of approximately 85m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH93	Removal of part of approximately 141m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH94	Removal of part of approximately 68m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH95	Removal of part of approximately 239m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan

CRH96	Removal of part of approximately 158m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH97	Removal of part of approximately 28m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH98	Removal of part of approximately 48m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH100	Removal of part of approximately 56m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH101	Removal of part of approximately 23m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH279	Removal of part of approximately 39m of hedgerow within the area identified by an orange line on sheet 14 of the TPO and hedgerow plan
CRH45	Removal of part of approximately 86m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH47	Removal of part of approximately 50m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH48	Removal of part of approximately 55m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH50	Removal of part of approximately 52m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH51	Removal of part of approximately 88m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH52	Removal of part of approximately 47m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH53	Removal of part of approximately 39m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH56_B	Removal of part of approximately 29m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan

CRH56_A	Removal of part of approximately 19m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH301	Removal of part of approximately 136m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH302	Removal of part of approximately 111m of hedgerow within the area identified by an orange line on sheet 15 of the TPO and hedgerow plan
CRH14	Removal of part of approximately 65m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH15	Removal of part of approximately 175m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH16	Removal of part of approximately 172m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH17	Removal of part of approximately 178m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH18	Removal of part of approximately 116m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH20_B	Removal of part of approximately 242m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH20_A	Removal of part of approximately 309m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH21	Removal of part of approximately 76m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH22	Removal of part of approximately 33m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH23	Removal of part of approximately 128m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH24	Removal of part of approximately 694m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan

CRH29	Removal of part of approximately 166m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH32	Removal of part of approximately 164m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH34_A	Removal of part of approximately 123m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH37_A	Removal of part of approximately 75m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH38	Removal of part of approximately 129m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH39	Removal of part of approximately 111m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH40	Removal of part of approximately 188m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH41	Removal of part of approximately 79m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH43	Removal of part of approximately 78m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH44	Removal of part of approximately 65m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH284	Removal of part of approximately 131m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH285	Removal of part of approximately 88m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan
CRH300_A	Removal of part of approximately 146m of hedgerow within the area identified by an orange line on sheet 16 of the TPO and hedgerow plan

(2) The extent to which each hedgerow listed in this table may be removed is controlled by the ecological protection and mitigation strategy, pursuant to article 40(4) of the Order.

PART 3

TREES SUBJECT TO TREE PRESERVATION ORDERS

(1) *Type of tree*	*(2)* *Work to be carried out*	*(3)* *Purpose for which work to be carried out*	*(4)* *Tree Preservation Order reference*
Tree group and individual trees	Potential felling or lopping of trees or cutting back of canopy or roots	Work Nos. 5A and 8A	N/TPO8
Individual tree	Felling	Work No. 5A	N/TPO42

SCHEDULE 13

Article 42

DOCUMENTS AND PLANS TO BE CERTIFIED

PART 1

DOCUMENTS AND PLANS

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*
Access plan	[EN010168/APP/2.6]	–	September 2025
Book of reference	[EN010168/APP/4.3]	3	June 2026
Crown land plan	[EN010168/APP/2.11]	2	May 2026
Design principles and parameters	[EN010168/APP/7.4]	3	June 2026
Environmental statement	[EN010168/APP/6.1]	–	September 2025
Land plan	[EN010168/APP/2.2]	2	May 2026
Outline archaeological mitigation strategy	[EN010168/APP/6.3]	–	September 2025
Outline battery safety management plan	[EN010168/APP/7.21]	3	June 2026
Outline construction environmental management plan	[EN010168/APP/7.12]	~~4~~5	~~June~~July 2026
Outline construction traffic management plan	[EN010168/APP/7.22]	~~3~~4	~~June~~July 2026
Outline decommissioning strategy	[EN010168/APP/7.14]	3	June 2026
Outline drainage strategy	[EN010168/APP/6.3]	–	September 2025
Outline ecological protection and mitigation strategy	[EN010168/APP/7.19]	3	June 2026
Outline landscape and ecological management plan	[EN010168/APP/7.18]	2	June 2026
Outline operational environmental management plan	[EN010168/APP/7.13]	~~4~~5	~~June~~July 2026
Outline public rights of way and permissive paths management plan	[EN010168/APP/7.17]	2	May 2026
Outline site waste management plan	[EN010168/APP/7.16]	2	May 2026
Outline skills, supply chain and employment plan	[EN010168/APP/7.20]	3	June 2026
Outline soil resources management plan	[EN010168/APP/7.15]	~~2~~3	~~June~~July 2026
Outline water resources strategy	[EN010168/APP/7.25]	–	September 2025
Permitted preliminary works environmental management plan	[TBC]	–	[TBC]
Public rights of way plan	[EN010168/APP/2.5]	–	September 2025
Streets plan	[EN010168/APP/2.4]	–	September 2025

TPO and hedgerow plan	[EN010168/APP/2.7]	–	September 2025
Works plan	[EN010168/APP/2.3]	3	June 2026

PART 2

SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS

(1) Originating Document	*(2) Replacement or supplementary part*	*(3) Document reference*	*(4) Date*	*(5) Examination library reference*
Environmental Statement	Chapter 9: Ecology and Biodiversity	[EN010168/APP/6.1]	~~May~~July 2026	[REP1-015]
Environmental Statement	Chapter 11: Hydrology, Flood Risk and Drainage	[EN010168/APP/6.1]	June 2026	[REP1-017]
Environmental Statement	Chapter 12: Cultural Heritage	[EN010168/APP/6.1]	June 2026	[APP-064]
Environmental Statement	Chapter 13: Transport and Access	[EN010168/APP/6.1]	~~June~~July 2026	[~~REP1-019~~REP3-019]
Environmental Statement	Chapter 14: Noise and Vibration	[EN010168/APP/6.1]	May 2026	[REP1-021]
Environmental Statement	Chapter 15: Air Quality	[EN010168/APP/6.1]	May 2026	[REP2-008]
Environmental Statement	Chapter 17: Soils and Agriculture	[EN010168/APP/6.1]	June 2026	[REP1-025]
Environmental Statement	Chapter 19: Ground Conditions	[EN010168/APP/6.1]	June 2026	[REP1-027]
Environmental Statement	Chapter 2: The Order Limits Figure 2-4-1 to 2-4-9: Public Right of Way and Highways	[EN010168/APP/6.2]	June 2026	[APP-080]
Environmental Statement	Chapter 3: The Scheme	[EN010168/APP/6.2]	June 2026	[APP-081]

	Figure 3-1 to 3-1-5: Indicative Site Layout Plan			
Environmental Statement	Chapter 3: The Scheme Figure 3-2: Key Construction Phase Features	[EN010168/APP/6.2]	June 2026	[APP-082]
Environmental Statement	Chapter 3: The Scheme Figure 3-4: Landscape and Ecology Mitigation Plan	[EN010168/APP/6.2]	June 2026	[REP1-029] – [REP1-032]
Environmental Statement	Chapter 8: Landscape and Visual Figure 8-9: Augmented ZTV	[EN010168/APP/6.2]	July 2026	[APP-098]
Environmental Statement	Chapter 8: Landscape and Visual Figure 8-14: Baseline Photography and Photomontages – VP1-22 (Part 1)	[EN010168/APP/6.2]	May 2026	[REP2-010]
Environmental Statement	Chapter 8: Landscape and Visual Figure 8-14: Baseline Photography and Photomontages – VP 23-44 (Part 2)	[EN010168/APP/6.2]	May 2026	[REP2-011]
Environmental Statement	Chapter 8: Landscape and Visual Figure 8-14: Baseline Photography and	[EN010168/APP/6.2]	May 2026	[REP2-012]

	Photomontages VP45 – CNL G (Part 3)			
Environmental Statement	Chapter 8: Landscape and Visual Figure 8-15: Cumulative Sites	[EN010168/APP/6.2]	July 2026	[APP-106]
Environmental Statement	Chapter 9: Ecology and Biodiversity Figure 9-1-13 to 9-1-24: Baseline Habitats Map – Cable Route Corridor	[EN010168/APP/6.2]	May 2026	[REP1-036]
Environmental Statement	Chapter 11: Hydrology, Flood Risk and Drainage Figure 11-1 to 11-8: Fluvial Flood Risk Maps	[EN010168/APP/6.2]	June 2026	[APP-135] – [APP-142]
Environmental Statement	Chapter 13: Transport and Access Figure 13-5 Abnormal Load Routes - Solar PV Sites	[EN010168/APP/6.2]	July 2026	[APP-150]
Environmental Statement	Appendix 1-2: Scoping Opinion Response Table	[EN010168/APP/6.3]	May 2026	[REP1-055]
Environmental Statement	Appendix 3-1: Substations and Battery Energy Storage System Description	[EN010168/APP/6.3]	June 2026	[REP2-015]
Environmental Statement	Appendix 3-2: Cable Route Construction Method Statement	[EN010168/APP/6.3]	June 2026	[APP-183]

Environmental Statement	Appendix 9-1: Ecological Baseline Report	[EN010168/APP/6.3]	~~May~~July 2026	[REP1-083]
Environmental Statement	Appendix 9-9: Watercourse Crossing Schedule	[EN010168/APP/6.3]	June 2026	[REP1-126]
Environmental Statement	Appendix 11-1: Flood Risk Assessment and Drainage Strategy Covering Report	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-037~~REP3-048]
Environmental Statement	Appendix 11-2: Flood Risk Assessment and Drainage Strategy - Lime Down A	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-039~~REP3-049]
Environmental Statement	Appendix 11-3: Flood Risk Assessment and Drainage Strategy - Lime Down B	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-041~~REP3-051]
Environmental Statement	Appendix 11-4: Flood Risk Assessment and Drainage Strategy - Lime Down C1	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-043~~REP3-053]
Environmental Statement	Appendix 11-5: Flood Risk Assessment and Drainage Strategy - Lime Down C2	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-045~~REP3-055]
Environmental Statement	Appendix 11-6: Flood Risk Assessment and Drainage Strategy - Lime Down D / BESS	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-047~~REP3-057]
Environmental Statement	Appendix 11-7: Flood Risk Assessment and Drainage	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-049~~REP3-059]

	Strategy - Lime Down E1			
Environmental Statement	Appendix 11-8: Flood Risk Assessment and Drainage Strategy - Lime Down E2	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-051~~REP3-061]
Environmental Statement	Appendix 11-9: Flood Risk Assessment and Drainage Strategy - Cable Route	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-053~~REP3-063]
Environmental Statement	Appendix 13-1: Transport Assessment ~~(Part 1)~~	[EN010168/APP/6.3]	~~June~~July 2026	[~~REP1-057~~REP3-065]
~~Environmental Statement~~	~~Appendix 13-1: Transport Assessment (Part 2)~~	~~[EN010168/APP/6.3]~~	~~June 2026~~	~~[REP1-059]~~
Environmental Statement	Appendix 14-4: Noise Modelling	[EN010168/APP/6.3]	May 2026	[REP1-061]
Environmental Statement	Appendix 17-1: Agricultural Land Classification and Soil Resource Survey Report	[EN010168/APP/6.3]	June 2026	[REP1-063]
Environmental Statement	Appendix 19-1: Lime Down A Desk Study	[EN010168/APP/6.3]	June 2026	[REP1-065]
Environmental Statement	Appendix 19-2: Lime Down B Desk Study	[EN010168/APP/6.3]	June 2026	[REP1-067]
Environmental Statement	Appendix 19-3: Lime Down C Desk Study	[EN010168/APP/6.3]	June 2026	[REP1-069]
Environmental Statement	Appendix 19-4: Lime Down D Desk Study	[EN010168/APP/6.3]	June 2026	[REP1-071]

Environmental Statement	Appendix 19-5: Lime Down E Desk Study	[EN010168/APP/6.3]	June 2026	[REP1-073]
Environmental Statement	Appendix 19-6: Cable Corridor Northwest Desk Study	[EN010168/APP/6.3]	May 2026	[REP1-075]
Environmental Statement	Appendix 19-7: Cable Corridor Central Desk Study	[EN010168/APP/6.3]	May 2026	[REP1-077]
Environmental Statement	Appendix 19-8: Cable Corridor Southwest Desk Study	[EN010168/APP/6.3]	June 2026	[REP1-079]
Environmental Statement	Appendix 15-2 BESS Fire Emissions Modelling	[EN010168/APP/6.3]	May 2026	[REP2-013]
Environmental Statement	Non-Technical Summary	[EN010168/APP/6.4]	July 2026	[APP-265]

SCHEDULE 14

Article 44

ARBITRATION RULES

Commencing an arbitration

1.—(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").

(1) The written notice of arbitration must set out—

(a) the parties to the arbitration;

(b) a brief statement of the legal issues between the parties; and

(c) the nature of the relief sought.

Appointment of the arbitrator

2.—(1) Within 14 days of the receipt of the notice of arbitration, the parties must agree and nominate a single arbitrator and notify the arbitrator of their appointment.

(1) If the nominated arbitrator refuses the appointment, the parties must agree and nominate an alternative arbitrator within 14 days of the receipt of the notice of the nominated arbitrator's refusal.

(2) If the parties do not agree and nominate a single arbitrator within the time period stipulated in sub-paragraph (1) (or as the case may be, sub-paragraph (2)), the Secretary of State will, on application by either party after giving written notice to the other party, appoint the a single arbitrator.

Time periods

3.—(1) All time periods in these arbitration rules are measured in days and include weekends, but not bank or public holidays.

(1) 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

4.—(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 6(5).

(1) Within 28 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.

(2) Within 28 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 objection it wishes to make to the claimant's statements, comments on the claimant's expert reports (if submitted by the claimant) and explanations of the objections.

(3) Within 21 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

5.—(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.

(1) 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.

(2) 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.

(3) Within 14 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.

(4) Within 21 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 agreement or arbitrator's direction confirming the date and venue of the hearing.

(5) 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.

(6) 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 21 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.

(7) 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.

(8) 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 six months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) 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.

(10) 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

6.—(1) The arbitrator has all the powers of the Arbitration Act 1996, save where modified in this Schedule.

(1) There must be no discovery or disclosure except as may be ordered by the arbitrator under sub-paragraph (3).

(2) The arbitrator may order the parties to produce such documents as are reasonably requested, either by another party no later than the statement of reply or by the arbitrator, where—

(a) in the opinion of the arbitrator the documents are manifestly relevant to the legal issues between the parties;

(b) the documents requested have been specifically identified; and

(c) the arbitrator is satisfied that the burden of production is not excessive.

(3) Any application and orders made under sub-paragraph (3) should be made by way of a Redfern Schedule without any hearing.

(4) 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.

(5) 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

7.—(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.

(1) Where the difference involves connected or interrelated issues, the arbitrator must consider the relevant costs collectively.

(2) 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.

(3) The arbitrator must specify the proportions in which the parties must bear the costs of the arbitration, and in determining such proportions the arbitrator must apply the general principle that each party should bear its own costs, making such adjustments as the arbitrator considers appropriate 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

8.—(1) Hearings in this arbitration are to take place in public unless otherwise agreed by the arbitrator on application from one or both of the parties.

(1) Materials, documents, awards, expert reports and any matters relating to the arbitration are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the courts or where disclosure is required under any legislative or regulatory requirement.

SCHEDULE 15

Article 45

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule (save for any utility undertakers which are specifically protected by any other Part of this Schedule, which will take precedence), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act, belonging to or maintained by that utility undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;

(d) in the case of a sewerage undertaker—

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

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus; and

(e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 9 of this Schedule;

"functions" includes powers and duties;

"in", in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 of the 1989 Act;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;

(c) water undertaker within the meaning of the Water Industry Act 1991;

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

(e) an owner or operator of apparatus within paragraph (e) of the definition of that term,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary closure, restriction or prohibition 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).

(1) 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.

(2) 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.

(3) 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 44 (arbitration).

(4) 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 44, 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.

(5) 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.

(6) 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 44 (arbitration).

(1) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(1) 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.

(2) 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.

(3) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(4) 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.

(5) 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).

(1) 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.

(2) 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 44 (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.

(3) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(4) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

11. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

13. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

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

15.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 44 (arbitration).

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

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

(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 NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Application

18.—(1) For the protection of National Grid 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.

(1) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 37 (consent to transfer the benefit of the Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid 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 on or before the date of that transfer or grant.

(2) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but without prejudice to paragraph 28(3)(b)).

Interpretation

19. In this Part of this Schedule—

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

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by National Grid. Such insurance must be maintained during the construction period of the authorised works and in respect of any maintenance works to the authorised development by or on behalf of the undertaker which constitute specified works and such insurance must be arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance to include (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid;

(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 to cover the undertaker's liability to National Grid to a total liability cap of £50,000,000.00 (fifty million pounds) or such lower amount as approved by National Grid (in a form reasonably satisfactory to National Grid and where required by National Grid, 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 to cover the undertaker's liability to National Grid for an amount of not less than

£10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) or such lower amount as approved by National Grid (in a form reasonably satisfactory to National Grid);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of any or all of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

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

"commence" and "commencement" in this Part of this Schedule includes any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the undertaker to submit for National Grid'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 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" will include the ability and right of National Grid in relation to any apparatus or alternative apparatus of National Grid, to do any of construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid" means National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

"NGESO" is as defined in the STC;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Grid acting reasonably;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

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

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; 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 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's transmission system which arises as a result of the authorised works; and

"transmission owner" is as defined in the STC.

On street apparatus

20. Except for paragraph 21 (apparatus of National Grid in streets subject to temporary prohibition or restriction of use), paragraph 26 (retained apparatus: protection of National Grid as electricity undertaker), paragraph 27 (expenses), and paragraph 28 (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, the provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in streets subject to temporary prohibition or restriction of use and public rights of way

21.—(1) Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), National Grid is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction of use or diversion was in that street or public right of way.

Protective works to buildings

22. The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid.

Acquisition of land

23.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may not appropriate or acquire or take temporary possession of any land or apparatus or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(1) 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 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 or affect the provisions of any enactment or agreement regulating the relations between National Grid 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 reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and the undertaker must use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(2) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(3) Any agreement or consent granted by National Grid under paragraph 26 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

24.—(1) If, in the exercise of the powers conferred by the 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 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 in accordance with sub-paragraphs (2) to (5).

(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 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 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 to its satisfaction (taking into account paragraph 25(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.

(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 may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

(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 and the undertaker.

(4) National Grid 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 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

25.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid 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 and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(1) 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 than the facilities and rights enjoyed by it in respect of the apparatus to be removed (in National Grid's opinion, acting reasonably), the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 32 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of National Grid as electricity undertaker

26.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity assets.

(1) The plan to be submitted to National Grid 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;

(g) an assessment of risks of rise of earth issues; and

(h) a ground monitoring scheme, where required.

(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'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.

(3) The undertaker must not commence any specified works until National Grid has given written approval of the plan submitted pursuant to sub-paragraph (1).

(4) Any approval of National Grid required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and

(b) must not be unreasonably withheld and must be provided within 42 days of submission of the plan under sub-paragraph (1).

(5) In relation to any work to which sub-paragraph (1) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) The specified works must be carried out in accordance with the plan submitted under sub-paragraph (1) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable modifications and requirements as may be made in accordance with sub-paragraph (6) or (8) by National Grid and National Grid will be entitled to watch and inspect the execution of those works.

(7) Where National Grid 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's satisfaction prior to the commencement of the specified works for which protective works are required and National Grid 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 Grid in accordance with sub-paragraph (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 24(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 any specified 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.

(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 notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(11) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

27.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably or properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid 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 as a consequence of National Grid—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 24(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;

(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 32 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 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 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 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

28.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid 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 the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and

(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including STC claims or an incentive deduction other than arising from any negligence or default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan or as otherwise agreed in writing between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;

(b) any authorised works or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 37 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this paragraph (b) will be subject to the full terms of this Part of this Schedule including this paragraph 28; 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 must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required

in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.

(5) National Grid 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 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'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's control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

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

(a) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security and (unless otherwise agreed with National Grid acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works and National Grid has confirmed the same to the undertaker in writing; and

(b) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance and (unless otherwise agreed with National Grid acting reasonably) provided evidence to National Grid 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 has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with paragraph (7), nothing in this Part of this Schedule will prevent National Grid from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

29. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid 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 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

30.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 24(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 26, the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid will use its best endeavours to co-operate with the undertaker for that purpose.

(1) For the avoidance of doubt whenever National Grid'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

31. If in consequence of the agreement reached in accordance with paragraph 23 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 to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

32. Save for differences or disputes arising under paragraphs 24(2), 24(4), and 25(1) any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 44 (arbitration).

Notices

33. Notwithstanding article 46 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 26 must be submitted using the LSBUD system (https://lsbud.co.uk) or to such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 4

FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC

Application

34.—(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.

(1) 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 37 (consent to transfer the benefit of the 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.

(2) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but without prejudice to paragraph 44(3)(b)).

Interpretation

35. In this Part of this Schedule—

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

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by National Gas. Such insurance must be maintained during the construction period of the authorised works and in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works, and such insurance must be arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance to include (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Gas; 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 Gas to cover the undertaker's liability to National Gas to a total liability cap of not less than £50,000,000.00 (fifty million pounds) or such lower amount as approved by National Gas (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) or such lower amount as approved by National Gas (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 any or all of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) (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" in this Part of this Schedule includes any below ground surveys, intrusive 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 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 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 of National Gas, in relation to any apparatus or alternative apparatus of National Gas, to do any of 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 Gas 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(**a**);

"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' Gas Transporter 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; and

"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 40(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 40(2) or otherwise; or

(c) 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 Grid, High pressure Gas pipelines and associated installation requirements for third parties" T/SP/SSW/22).

On Street Apparatus

36. Except for paragraphs 37 (apparatus of National Gas in restricted streets), 42 (retained apparatus: protection), 43 (expenses) and 44 (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 restricted streets

37. Notwithstanding the temporary stopping up, closure or diversion of any highway under the powers of article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), National Gas is at liberty at all times to take all necessary access across any such stopped up or closed highway and to execute and do all such works and things in, upon or under any such

(**a**) 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).

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

38. The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Gas.

Acquisition of land

39.—(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 otherwise than by agreement (such agreement not to be unreasonably withheld or delayed)—

(a) appropriate or acquire or take temporary possession of any land or apparatus belonging to National Gas; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Gas.

(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 the undertaker must use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) 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 or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Gas 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 42 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

40.—(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).

(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 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 41(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.

(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 Gas may, 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.

(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 Gas and the undertaker.

(4) 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.

(5) The provisions of this paragraph only apply to the extent that the apparatus to be removed by the undertaker forms part of National Gas' undertaking and has not already been abandoned or decommissioned by National Gas and any existing rights in respect of the abandoned or decommissioned apparatus have been surrendered.

Facilities and rights for alternative apparatus

41.—(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 Gas 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.

(1) 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 48 (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

42.—(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.

(1) 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.

(2) The undertaker must not commence any specified works until National Gas has given written approval of the plan submitted pursuant to sub-paragraph (1).

(3) 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 (7); and,

(b) must not be unreasonably withheld and must be provided within 42 days of submission of the plan under sub-paragraph (1).

(4) In relation to any work to which sub-paragraph (1) applies, 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.

(5) The specified works must be carried out in accordance with the plan, submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the undertaker and National Gas and in accordance with such reasonable modifications and requirements as may be made in accordance with sub-paragraph (5) or (7) by National Gas and National Gas will be entitled to watch and inspect the execution of those works.

(6) 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' satisfaction prior to the commencement of the 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).

(7) If National Gas in accordance with sub-paragraph (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 34 to 36 and 39 to 41 apply as if the removal of the apparatus had been required by the undertaker under paragraph 40(2).

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the 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.

(9) 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.

(10) 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/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that 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 43.

Expenses

43.—(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 VAT invoice or claim from National Gas all charges, costs and expenses reasonably anticipated within the following three months or 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 40(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; and

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in 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 48 (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

44.—(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 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) imposes 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 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 37 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this paragraph will be subject to the full terms of this Part of this Schedule including this paragraph 44; 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) The undertaker must not 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' 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 (unless otherwise agreed with National Grid acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised works referred to in sub-paragraph (7) from the proposed date of commencement of construction of those 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 (unless otherwise agreed with National Grid acting reasonably) provided evidence to National Gas that it shall maintain such acceptable insurance for the construction period of the authorised works referred to in sub-paragraph (7) from the proposed date of commencement of construction of those 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 (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

45. 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

46.—(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 40(2) or National Gas makes requirements for the protection or alteration of apparatus under paragraph 42, 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.

(1) 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

47. If in consequence of the agreement reached in accordance with paragraph 39(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

48. Save for differences or disputes arising under paragraphs 40(2), 40(4) and 41(1) 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 44 (arbitration).

Notices

49. Notwithstanding article 46 (service of notices), any plans submitted to National Gas by the undertaker pursuant to paragraph 42 must be submitted to 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 5

FOR THE PROTECTION OF NATIONAL HIGHWAYS

Application etc.

50.—(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.

(1) For any part of the strategic road network that is managed under a DBFO contract, both National Highways and the highway operations and maintenance contractor will have the benefit of this Part of this Schedule, save that for the purposes of any approval required under this Part the undertaker must liaise with National Highways.

(2) Except where expressly amended by the 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, or the Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all statutory functions of National Highways.

Interpretation

51.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(1) In this Part of this Schedule—

"as built information" means one electronic copy of the following information where National Highways deems it to be necessary and insofar as it is relevant to the works impacting the strategic road network or any land in which National Highways holds an interest—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for any road work designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document, and for the cable works, showing the location and depth of the cable as installed and any ancillary or protective measures installed within the strategic road network or land that National Highways has an interest in;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

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

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;

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

(h) as constructed programme;

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

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

(l) such other information, including CCTV surveys, as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual or any successor of it as is in operation at the relevant time.

"bond" means a bond in the form approved by National Highways 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 the sum equal to 200% of the cost of carrying out the road works and the cable works (to include all costs plus any commuted sum), or such other sum agreed between the undertaker and National Highways, to be provided to National Highways in the form of—

(a) a bond; or

(b) a cash surety; or

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

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

"commuted sum" means such sum calculated as provided for in paragraph 63 of this Part of this Schedule to be used to fund the future cost of maintaining any new National Highways assets, structures or apparatus as part of the road works provided under the Order;

"cable works" means any works under this Order which consist of the installation and maintenance of cables, cable ducts, tunnels for cables and cable ducts and related or associated works to those operations under the strategic road network or in land in which National Highways has an interest, and to be installed through the use of trenchless installation techniques where no works are required to or on the operational carriageway;

"cable works provisional certificate" means the certificate of provisional completion relating to those aspects of the cable works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 56 when it considers the cable works are substantially complete;

"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 road works or cable works which National Highways may require including a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by the road works or cable works;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the road works or the cable works or both;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

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

(a) the road works—

(i) site clearance details;

(ii) boundary, environmental and mitigation fencing;

(iii) road restraints systems and supporting road restraint risk appraisal process assessment;

(iv) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(v) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(vi) pavement, pavement foundations, kerbs, footways and paved areas;

(vii) traffic signs and road markings;

(viii) traffic signal equipment and associated signal phasing and timing detail;

(ix) road lighting (including columns and brackets);

(x) regime of California Bearing Ratio testing;

(xi) electrical work for road lighting, traffic signs and signals;

(xii) motorway communications as required by DMRB;

(xiii) highway structures and any required structural approval in principle;

(xiv) landscaping;

(xv) proposed departures from DMRB standards;

(xvi) walking, cycling and horse riding assessment and review report in accordance with DMRB GG142 Designing for walking, cycling and horse riding or any successor document;

(xvii) stage 1 and stage 2 road safety audits and exceptions agreed;

(xviii) utilities diversions;

(xix) topographical survey;

(xx) maintenance and repair strategy in accordance with the DMRB GD304 Designing health and safety into maintenance, or any replacement or modification of it;

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

(xxii) other such information that may be required by National Highways to be used to inform the detailed design of the road works; and

(b) the cable works—

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

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

(iii) regime of California Bearing Ratio testing;

(iv) any proposed departures from DMRB standards;

(v) apparatus diversions;

(vi) topographical survey;

(vii) technical approval of highway structures under CG300 of DMRB; and

(viii) other such information that may be required by National Highways to be used to inform the detailed design of the cable works;

"DBFO contract" means the design build finance operate 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;

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

"final certificate" means the certificate relating to those aspects of the road works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 61;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

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

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

"programme of works" means a document setting out the sequence and timetabling of the cable works or road works;

"road safety audit" means an audit carried out in accordance with the road safety audit standard;

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"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;

"road works" means so much of any work including highway works, street works, surveys and signalisation authorised by this Order and including any maintenance of that work, but excluding the cable works, as is undertaken on the strategic road network or land in which National Highways has an interest;

"road works provisional certificate" means the certificate of provisional completion relating to those aspects of the road works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 55 when it considers the road works are substantially complete and, if relevant, may be opened for traffic;

"specification for highways works" means the specification, or any successor to it, for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

"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 highways assets together with all land, apparatus and rights located in, on, over or under the highway;

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

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

(2) Notwithstanding the grant of development consent in article 3 of the Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in, under or over the strategic road network without the written consent of National Highways pursuant to this Part of this Schedule.

(3) 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

52. 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

53.—(1) The road works must not commence, save to the extent agreed otherwise by National Highways, until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

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

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

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under paragraph (a);

(ii) details of the proposed road space bookings and the undertaker is entitled to submit its application for road space bookings at the same time as the relevant details are submitted under sub-paragraph (i) to National Highways;;

(iii) the identity and qualifications of the contractor and nominated persons; and

(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;

(d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(iv) above;

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the road works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the road works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the road works, including in the selection of materials, goods, equipment and plant;

(j) a condition survey and regime of monitoring has been agreed in writing by National Highways; and

(k) any further information that National Highways may reasonably request within 14 days of the submission to National Highways of the detailed design of any road works.

(2) The cable works must not commence until—

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

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

(i) the detailed design information;

(ii) details of the proposed road space bookings and the undertaker is entitled to submit its application for road space bookings at the same time as the relevant details are submitted under sub-paragraph (i) to National Highways;

(iii) a method statement including details of the cable works, equipment and location;

(c) a survey to determine the appropriate minimum depth for the cable works has been carried out and the minimum cable depth has been approved by National Highways;

(d) the detailed design of the cable works including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification, has been submitted to and approved by National Highways;

(e) a condition survey and regime of monitoring has been agreed in writing by National Highways;

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

(g) the undertaker has paid to National Highways the estimate of the NH costs notified to it pursuant to paragraph 55 of this Part of this Schedule; and

(h) any further information that National Highways may reasonably request within 14 days of the submission to National Highways of the detailed design of any cable works.

(3) The undertaker must not, without the consent of National Highways, exercise the powers in—

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

(b) article 8 (street works);

(c) article 10 (power to alter layout, etc., of streets);

(d) article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way);

(e) article 14 (access to works);

(f) article 16 (traffic regulation measures);

(g) article 17 (discharge of water);

(h) article 19 (protective works to buildings);

(i) article 20 (authority to survey and investigate the land);

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

(k) article 24 (compulsory acquisition of rights);

(l) article 27 (power to override easements and other rights);

(m) article 29 (acquisition of subsoil only);

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

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

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

(q) article 40 (felling or lopping of trees and removal of hedgerows),

over any part of the strategic road network or land in which National Highways has an interest, 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 to National Highways for approval.

(4) National Highways must prior to the commencement of the cable works and road 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) and (2).

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

(a) must not be unreasonably withheld;

(b) must be given in writing;

(c) will be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or where further particulars are requested by National Highways, within 2 months of receipt of the information to which the request for further particulars relates; and

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

(6) Any change to the identity of the contractor or designer of the road works or the cable works will be notified to National Highways immediately and details of their suitability to deliver the road works or cable works (as applicable) will be provided on request along with collateral warranties for the road works in a form agreed by National Highways.

(7) Any change to the detailed design of the road works or cable works must be approved by National Highways in accordance with sub-paragraph (1) and (2).

(8) Article 47 does not apply to any application for consent, agreement or approval required or contemplated by any of the provisions to this Part of this Schedule.

Construction of the cable works and road works

54.—(1) The undertaker must give National Highways 3 months' notice in writing of the date on which the cable works and/or road works will start unless otherwise agreed by National Highways.

(1) 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 the road works or cable works (as applicable) and no road works or cable works for which a road space booking is required may commence without a road space booking having first been secured from National Highways.

(2) The cable works and road 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 5353(1) and 5353(2) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") or any statutory amendment or variation of the same, and the undertaker will be the client and must ensure that all client duties (as defined in the CDM Regulations) are undertaken to the satisfaction of National Highways. No approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the CDM Regulations.

(3) The undertaker must ensure that, where practicable and without entering the highway, the highway is kept free from mud, soil and litter as a result of carrying out a road work or cable work.

(4) 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 reasonable access to the cable works and road works for the purposes of inspection and supervision of those works, and to gain reasonable access to land in which National Highways has an interest where access is affected by the cable works or road works or the exercise of the powers in this Order.

(5) If any part of the cable works or road works is 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, 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.

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

(7) If, within 28 days from the day on which a notice under sub-paragraph (6) or (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 in the notice), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker by that notice and may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 28 days of written demand.

(8) 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 of 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 any expenditure it reasonably incurs in so doing.

(9) In constructing the cable works and road works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the reasonable satisfaction of National Highways.

(10) Until such time that National Highways issues the road works provisional certificate, the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 53(3)(h) and the undertaker must carry out such maintenance at its own cost.

(11) The undertaker must notify National Highways if it fails to complete the road works or cable works in accordance with the agreed programme pursuant to paragraph 53(1)(b) and 53(1)(c) of this Part or suspends the carrying out of any road work or cable 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

Payments

55.—(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 work which becomes abortive) in relation to the cable works and road 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 paragraphs 54(1) and 54(2);

(b) the supervision of the cable works and road works;

(c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any road works or cable works, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in paragraphs (a) and (b), 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;

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

(e) all costs relating to the transfer of any land required for the road works or cable works;

(f) all legal and administrative costs and disbursements incurred by National Highways in connection with the exercise by the undertaker of the powers in the Order and paragraphs (a) to (c) (e)of this sub-paragraph; and

(g) any value added tax which is payable by National Highways in respect of such costs and expenses and 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 cable works and road works. The undertaker must pay to National Highways the estimate of the NH costs prior to commencing the road works or cable works and in any event prior to National Highways incurring any cost..

(4) If at any time after the payment 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 the NH 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 receipt of a properly issued VAT invoice from National Highways addressed to the undertaker for the excess sum, 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 issue of both the road works provisional certificate and the cable works provisional certificate issued pursuant to paragraph (4) and 56(4).

(6) Within 30 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;

(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 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.

Provisional Certificate for road works

56.—(1) Following the completion of any road works or prior to the reopening of any part of the strategic road network following any closure or partial closure, whichever is earlier, the undertaker must notify National Highways and National Highways will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(1) As soon as the undertaker considers that the road works provisional certificate may be properly issued it must apply to National Highways for the road works provisional certificate.

(2) Following an application for a road works provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the road works; and

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

(3) When—

(a) a stage 3 road safety audit for the road works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the road works incorporating the approved remedial works under paragraph (a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the road works provisional certificate.

(4) On the issue of the road works provisional certificate pursuant to this paragraph 7 and the cable works provisional certificate pursuant to paragraph 8 the bond sum shall be reduced to 20% provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the road works or cable works.

(5) The undertaker must submit a stage 4 road safety audits as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Provisional Certificate for cable works

57.—(1) As soon as the undertaker considers that the cable works provisional certificate for the cable works may be properly issued it must apply to National Highways for the cable works provisional certificate.

(1) Following an application for a cable works provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the cable works, the strategic road network, and any land in which National Highways has an interest that is affected by the cable works; and

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

(2) Within 28 days of the completion of any cable works, the undertaker must submit to National Highways the as built information.

(3) When the cable works incorporating any further works notified to the undertaker pursuant to sub-paragraph (2)(b) 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 cable works provisional certificate.

(4) 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 cable works, following completion of the inspection or survey, that the undertaker may from time to time carry out.

Opening

58. Unless otherwise agreed in writing by National Highways the undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date and must not open the strategic road network to the public prior to the expiration of the requisite notice period.

Final condition survey

59.—(1) The undertaker must, as soon as reasonably practicable after making its application for the road works provisional certificate pursuant to paragraph 56(2) and the cable works provisional certificate pursuant to paragraph 57(1), arrange for any 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 for the cable works, road works and any other works beneath the strategic road network.

(1) If the re-surveys carried out pursuant to sub-paragraph (1) indicates that any damage has been caused to a 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 scheme submitted and such programme as National Highways may require.

(2) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme or fails to submit a scheme for remedial works to National Highways, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure it reasonably incurs in so doing.

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

(4) 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 cable work or road work following its completion that the undertaker may from time to time carry out.

Defects Period

60.—(1) The undertaker must at its own expense remedy any defects in the strategic road network resulting from the carrying out of the road works as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the issuing of the road works provisional certificate, National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

61.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the issuing of both the road works provisional certificate and the cable works provisional certificate.

(1) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable—

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network as resulting from the cable works or road works or confirmation that no such works are required for this purpose.

(2) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(3) When National Highways is satisfied that—

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of any relevant stage 4 road safety audit have been made good to the satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full,

National Highways must issue the final certificate.

(4) The bond sum is released in full upon the issue of the final certificate, provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here will also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for or arising from or in connection with the road works or cable works.

(5) The undertaker must pay to National Highways within 28 days of the date of receipt of a properly issued invoice from National Highways addressed to the undertaker, the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph.

Security

62.—(1) The road works and cable works must not commence until the undertaker procures that the road works and cable 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 road works and cable works under the provisions of this Part of this Schedule.

(1) 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.

Commuted sums

63.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with Commuted Lump Sum A Guide for Promoters of Major Third Party Projects dated 28 November 2023 or any successor guidance, prior to the commencement of the road works .

(1) The undertaker must pay to National Highways the commuted sum prior to the issue of the road works provisional certificate.

Insurance

64. Prior to the commencement of the cable works and road 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 the cable works or road works or use of the strategic road network by the undertaker.

Indemnity

65. 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 to the construction, maintenance or use of the road works and cable works, or 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 authorised development

66.—(1) The undertaker must, prior to the commencement of any works of maintenance to the cable works or road 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.

(1) If, for the purposes of maintaining the cable works or road works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of any works for which a road space booking is required may commence without a road space booking having first been secured.

(2) 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.

(3) The provisions of paragraph 59 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

67.—(1) Following the issue of the final certificate pursuant to paragraph 61(4) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the road works.

(1) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.

(2) The undertaker must not exercise the powers of this Order over any land forming part of the strategic road network or land owned by National Highways, other than with the consent of National Highways (such consent not to be unreasonably withheld and delayed), so as to—

(a) acquire or use the land;

(b) acquire new or existing rights in the land;

(c) impose or extinguish any restrictive covenant over the land;

(d) extinguish any existing rights held by National Highways; or

(e) interfere with the apparatus of National Highways.

(3) A consent under sub-paragraph (1) must be requested in writing by email to legalservicesinbox@nationalhighways.co.uk.

Expert Determination

68.—(1) Article 44 (arbitration) of the Order does not apply to this Part of this Schedule.

(1) 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.

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

(3) 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.

(4) 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 paragraph (b); and

(d) give reasons for the decision.

(5) 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 44.

(6) 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.

PART 6

FOR THE PROTECTION OF RAILWAY INTERESTS

69. 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 83 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

70. 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(**a**);

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

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

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

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

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

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

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

(a) the Railways Act 1993;

(**a**) 1993 c. 43.

(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; and

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 5 (power to maintain the authorised development) in respect of such works.

71.—(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.

(1) 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.

72. Not used

73.—(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.

(1) 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.

(2) 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.

(3) 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.

74.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 73(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 73;

(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.

75. 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.

76. 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.

77.—(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.

(1) 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 73(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(2) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 78(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(3) 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.

78. 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 73(3) or in constructing any protective works under the provisions of paragraph 73(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

79.—(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.

(1) 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 73(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(2) 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.

(3) 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 73(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to paragraph (a).

(4) 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 73(1) has effect subject to the sub-paragraph.

(5) 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 73(1), 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.

(6) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(7) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraph (5) or (6)—

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

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 74.

(8) To the extent that it would not otherwise do so, the indemnity in paragraph 83(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph 73 applies.

(9) For the purpose of paragraph 78(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

80. 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.

81. 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.

82. 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.

83.—(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 43 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands;

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and

(c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

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

84. 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 83) 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).

85. 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.

86. 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 land plan 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.

87. 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.

88. 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 37 (consent to transfer the benefit of the Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

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

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

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

89. 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 42 (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.

90. Any dispute arising under this Part of this Schedule, unless otherwise provided for, must be referred to and settled by arbitration in accordance with article 44 (arbitration) and the Rules at Schedule 15 (arbitration rules).

PART 7

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

91.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(1) In this Part of this Schedule—

"Agency" means the Environment Agency;

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is construed accordingly;

"drainage work" means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

"emergency" means an occurrence which presents a risk of—

(a) serious flooding;

(b) serious detrimental impact on drainage;

(c) serious harm to the environment;

"fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" has the same meaning given in section 113 of the Water Resources Act 1991;

"non-tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016;

"plans" includes plans, sections, elevations, drawings, specifications, programmes, proposals, calculations, method statements and descriptions;

"remote defence" means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

"sea defence" means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences of the Agency's area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within;

(a) 16 metres of the base of a sea defence which is likely to—

  (i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence, or

  (ii) interfere with the Agency's access to or along that sea defence or the Agency's ability to undertake works to ensure the efficacy of that sea defence;

(b) 8 metres of the base of a remote defence which is likely to—

  (i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

  (ii) interfere with the Agency's access to or along that remote defence;

(c) 16 metres of a drainage work involving a tidal main river;

(d) 8 metres of a drainage work involving a non-tidal main river;

(e) any distance of a drainage work and is otherwise likely to—

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

  (ii) affect the flow, purity or quality of water in any main river or other surface waters;

  (iii) cause obstruction to the free passage of fish or damage to any fishery;

  (iv) affect the conservation, distribution or use of water resources; or

  (v) affect the conservation value of the main river and habitats in its immediate vicinity;

(f) or which involves—

  (i) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing

such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and

(ii) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work;

"tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016.

Submission and approval of plans

92.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(1) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 102.

(2) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) subject to sub-paragraph (5), is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or such later date as is agreed between the Agency and the undertaker and if further particulars have been requested pursuant to sub-paragraph (1) the period between the making of this request and the provision of further particulars in response to it shall not be taken into account in the calculation of the 2 months for the purposes of this sub-paragraph; and

(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or the prevention of environmental harm or in the discharge of its environmental duties.

(3) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(4) In the case of a refusal, the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

93. Without limiting paragraph 92, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

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

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

by reason of any specified work.

Timing of works and service of notices

94.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 93, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Schedule

95.—(1) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions and where the Agency acting reasonably considers it necessary to avoid any of the risks specified in sub-paragraph (2), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within the period specified in the notice, and the undertaker must cease constructing the specified works or part thereof until such time as it has obtained the consent or complied with the condition specified within the notice served.

(1) The risks specified in sub-paragraph (1) are—

(a) risk of flooding;

(b) risk of harm to the environment;

(c) risk of detrimental impact on drainage;

(d) damage to the fishery.

(2) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (5) if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (3) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to whether sub-paragraph (3) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with paragraph 102.

Maintenance of works

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

(1) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(2) Subject to sub-paragraph (4) if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 102.

(4) This paragraph does not apply to—

(a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and

(b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

97. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

98. If by reason of the construction of any specified work or the failure of any such work, the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency immediately and provide suitable alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction occurred and such alternative access must be made available as soon as reasonably practicable after the undertaker 189 becomes aware of such obstruction, except in the case of an emergency in which case the undertaker must provide such alternative means of access on demand.

Free passage of fish

99.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(1) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage within the period specified in the notice.

(2) If, the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are

reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

100. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may reasonably incur—

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

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

101.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

(a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

(a) "costs" includes—

(i) expenses and charges;

(ii) staff costs and overheads;

(iii) legal costs;

(iv) "losses" includes physical damage;

(b) "claims" and "demands" include as applicable—

(i) costs (within the meaning of this paragraph (a)) incurred in connection with any claim or demand;

(ii) any interest element of sums claimed or demanded; and

(c) "liabilities" includes—

(i) contractual liabilities;

(ii) tortious liabilities (including liabilities for negligence or nuisance);

(iii) liabilities to pay statutory compensation or for breach of statutory duty; and

(iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed. The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(4) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(5) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

102. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 44 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 8

FOR THE PROTECTION OF EXOLUM PIPELINE SYSTEM LIMITED

Application

103.—(1) For the protection of Exolum the following provisions, unless otherwise agreed in writing at any time between the undertaker and Exolum, have effect.

(1) In this Part of this Schedule, the following terms have the following meanings—

"additional rights" means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of retained apparatus including any restrictions on the landowner and occupiers for the protection of the retained apparatus and to allow Exolum to perform its functions.

"alternative apparatus" means alternative apparatus adequate to enable Exolum to fulfil its functions as a pipeline operator in a manner not less efficient than previously;

"alternative rights" means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of alternative apparatus including any restrictions on the landowner and occupiers for the protection of the alternative apparatus and to allow Exolum to perform its functions.

"apparatus" means the pipeline and storage system and any ancillary apparatus owned or operated by Exolum and includes—

(a) any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

(b) any ancillary works, all protective wrappings, valves, sleeves and slabs, cathodic protection units, together with ancillary cables and markers;

(c) such legal interest, and benefit of property rights and covenants as are vested in respect of these items;

and, where the context requires, includes alternative apparatus.

"Exolum" means Exolum Pipeline System Ltd (company registration number 09497223 whose registered office is 1st Floor 55 King William Street, London, England, EC4R 9AD) and for the purpose of enforcing the benefit of any provisions in this Schedule, any group company of Exolum Pipeline System Ltd and in all cases any successor in title.

"functions" includes powers, duties and commercial undertaking.

"in" in a context referring to apparatus in land includes a reference to apparatus under, over or upon land.

"plan" includes all designs, drawings, sections, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to allow Exolum to assess the restrictive works to be executed properly and sufficiently and in particular must describe—

(a) the position of the works as proposed to be constructed or renewed;

(b) the level at which the works are proposed to be constructed or renewed;

(c) the manner of the works' construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of the affected apparatus and/or premises and any other apparatus belonging to another undertaker that may also be affected by the Restrictive Works;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regime;

(g) details of the proposed method of working and timing of execution of works; and

(h) details of vehicle access routes for construction and operational traffic.

"premises" means land that Exolum owns, occupies or otherwise has rights to use including but not limited to storage facilities, administrative buildings and jetties.

"protective works" means works for the inspection and protection of apparatus.

"restrictive works" means any works that are near to, or will or may affect any apparatus or premises including—

(a) all works within 15 metres measured in any direction of any apparatus including embankment works and those that involve a physical connection or attachment to any apparatus;

(b) the crossing of apparatus by other utilities;

(c) the use of explosives within 400 metres of any apparatus;

(d) piling, undertaking of a 3D seismic survey or the sinking boreholes within 30 metres of any apparatus; and

(e) all works that impose a load directly upon the apparatus, wherever situated,

whether carried out by the undertaker or any third party in connection with the authorised development.

Acquisition of apparatus

104.—(1) Regardless of any other provision in the Order or anything shown on the land plans—

(a) the undertaker must not, otherwise than by agreement with Exolum, acquire any apparatus, Exolum's rights in respect of apparatus or any of Exolum's interests in the Order land;

(b) where the undertaker acquires the freehold of any land in which Exolum holds an interest, the undertaker must afford to or secure for Exolum such rights in land in substitution for any right which would be extinguished by that acquisition (the replacement rights). These replacement rights must be granted upon substantially the same terms and conditions as the right to be extinguished, unless otherwise agreed between the undertaker and Exolum, and must be granted or put in place contemporaneously with the extinguishment of the right which they replace;

(c) the undertaker must not, otherwise than in accordance with this Part of this Schedule—

(i) obstruct or render less convenient the access to any apparatus;

(ii) interfere with or affect Exolum's ability to carry out its functions as an oil pipeline operator;

(iii) require that apparatus is relocated or diverted; or

(iv) remove or required to be removed any apparatus;

(d) any right of Exolum to maintain, repair, renew, adjust, alter or inspect apparatus must not be extinguished by the undertaker until any necessary alternative apparatus has been constructed and it is in operation and the alternative rights have been granted, all to the reasonable satisfaction of Exolum; and

(e) any right of Exolum to access the Exolum operations must not be extinguished until necessary alternative access has been provided to Exolum's reasonable satisfaction.

(2) Prior to the carrying out of any restrictive works or any works authorised by this Order that will affect the apparatus, and if required by Exolum, the parties must use their reasonable endeavours to negotiate and enter into such deeds of consent (crossing consent) and (if considered necessary)

variations to the existing rights upon such terms and conditions as may be agreed between Exolum and the undertaker acting reasonably and which must be no less favourable on the whole to Exolum than this Part of this Schedule, and the undertaker will use reasonable endeavours to procure and secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such works.

(3) Where the undertaker acquires land which is subject to any existing rights and the provisions of paragraph 105(4) do not apply, the undertaker must;

(a) retain any notice of the existing rights of Exolum on the title to the relevant land when registering the undertaker's title to such acquired land;

(b) (where no such notice of the existing rights or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with an application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of the existing rights or other interest in relation to such acquired land; and

(c) provide up to date official entry copies to Exolum within 20 working days of receipt of such up to date official entry copies.

(4) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which Exolum has apparatus—

(a) where reasonably necessary, Exolum may exercise its rights to access such land;

(i) in an emergency, without notice; and

(ii) in non-emergency circumstances, having first given not less than 14 days' written notice to the undertaker in order to allow the parties to agree the timing of their respective works during the period of temporary possession; and

(b) the undertaker must not remove or in any way alter Exolum's rights in such land, unless in accordance with the provisions of this Order.

Removal of apparatus and Rights for alternative apparatus

105.—(1) If, having used all reasonable endeavours to implement the authorised development without the removal of any apparatus—

(a) the undertaker reasonably requires the removal of any apparatus; or

(b) Exolum reasonably requires the removal of any apparatus,

then the relevant party must give written notice of that requirement to the other.

(2) The parties must use their reasonable endeavours to produce a plan of the work proposed and a plan of the proposed position of the alternative apparatus to be provided or constructed.

(3) The undertaker must afford to Exolum the necessary facilities and rights for the construction of alternative apparatus and subsequently the grant of alternative rights in accordance with paragraph 106.

(4) Any alternative apparatus is to be constructed in land owned by the undertaker or in land in respect of which alternative rights have been or are guaranteed to be granted to Exolum. The alternative apparatus must be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(5) After the details for the works for alternative apparatus to be provided or constructed have been agreed or settled in accordance with article 44, and after the grant to Exolum of any such facilities and rights as are referred to in sub-paragraph (4), Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the alternative apparatus and subsequently to remove (or if agreed between the parties to allow the undertaker to remove) any redundant apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) The following sub-paragraphs (7) and (8) only apply if—

(a) Exolum fails to comply with its obligations under sub-paragraph (5) to remove any redundant apparatus; and

(b) the undertaker has served notice on Exolum specifying the default; and

(c) Exolum has failed to remedy the default within 28 days.

(7) In the circumstances set out in sub-paragraph (6), if the undertaker then gives notice in writing to Exolum that it desires itself to remove the redundant apparatus, that work, instead of being executed by Exolum, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Exolum.

(8) Nothing in sub-paragraph (7) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 3000 millimetres of the apparatus unless that apparatus is redundant and disconnected from Exolum's remaining system.

Facilities and Rights for alternative apparatus

106.—(1) Where, in accordance with the provisions of this Schedule, the undertaker affords to Exolum facilities and rights for the construction of alternative apparatus and the grant of alternative rights, in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Exolum and must be materially no less favourable on the whole to Exolum than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Exolum, in accordance with this Schedule or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(1) Alternative rights must be granted before any alternative apparatus is brought into use.

(2) The parties agree that the undertaker must use reasonable endeavours to procure the grant of the alternative rights by way of a 999 year sub-soil lease, substantially in the form of Exolum's precedent from time to time as amended by written agreement between the parties acting reasonably, or such other form of agreement as the parties otherwise agree acting reasonably.

(3) Nothing in this Schedule or contained in the alternative rights require Exolum to divert or remove any alternative apparatus.

(4) 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 Exolum less favourable on the whole to Exolum than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, Exolum may refer the matter to arbitration in accordance with article 44.

Retained apparatus and alternative apparatus: protection

107.—(1) Before commencing the execution of any restrictive works, the undertaker must submit to Exolum a plan of the works to be executed and any other information that Exolum may reasonably require to allow Exolum to assess the works.

(1) No restrictive works are to be commenced until the plan to be submitted to Exolum under sub-paragraph (1) has been approved by Exolum in writing (acting reasonably) and are to be carried out only in accordance with the details submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be notified to the undertaker in writing in accordance with sub-paragraph (3) by Exolum.

(2) Any approval of Exolum in respect of restrictive works may be given subject to such reasonable requirements as Exolum may require to be made for—

(a) the continuing safety and operational viability of any apparatus;

(b) the requirement for Exolum to have reasonable access with or without vehicles to inspect, repair, replace, maintain and ensure the continuing safety and operation or viability of any apparatus; and

(c) the requirement for Exolum to be entitled to watch and inspect the execution of restrictive works to ensure the continuing safety and operational viability of any apparatus and ensure compliance with the agreed plan,

providing such reasonable requirements will be notified to the undertaker in writing.

(3) Where reasonably required by either party, in view of the complexity of any proposed works, timescales, phasing or costs, the parties must with due diligence and good faith negotiate a works agreement for the carrying out of protective works or the installation of alternative apparatus.

(4) If in consequence of the works notified to Exolum by the undertaker under sub-paragraph (1), the circumstances in paragraph 105 apply, then the parties must follow the procedure in paragraph 105 onwards.

(5) Nothing in sub-paragraphs (1) to (5) precludes the undertaker from submitting prior to the commencement of works to protect retained apparatus or to construct alternative apparatus (unless otherwise agreed in writing between the undertaker and Exolum) a new plan, instead of the plan previously submitted, in which case the parties must re-run the procedure from sub-paragraph (1) onwards.

(6) Where Exolum reasonably requires protective works, the parties must use their reasonable endeavours to produce a plan of the work proposed and a plan of the proposed position of any physical features to be provided or constructed.

(7) The undertaker must afford to Exolum the necessary facilities and rights for the construction of protective works and subsequently the grant of additional rights in accordance with paragraph 106.

(8) Any protective works are to be constructed in land owned by the undertaker or in land in respect of which additional rights have been or are guaranteed to be granted to Exolum. The protective works must be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(9) After the details for the protective works to be provided or constructed have been agreed or settled in accordance with article 44, and after the grant to Exolum of any such facilities and rights as are referred to in paragraph 105(3), Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the protective works.

Cathodic protection testing

108.—(1) Where in the reasonable opinion of Exolum or the undertaker;

(a) the authorised development might interfere with the cathodic protection forming part of apparatus; or

(b) any apparatus might interfere with the proposed or existing cathodic protection forming part of the authorised development,

Exolum and the undertaker must co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

(2) The Parties must carry out the works and enter into such agreements as are necessary to implement the measures for providing or preserving cathodic protection.

Expenses

109.—(1) Subject to the following provisions of this paragraph 109, the undertaker must pay to Exolum the reasonable and properly incurred costs and expenses (including reasonable staffing costs if work is carried out in-house) incurred by Exolum in, or in connection with—

(a) undertaking its obligations under this Schedule including—

(i) the installation, inspection, removal, alteration, testing or protection of any apparatus, alternative apparatus and protective works;

(ii) the execution of any other works under this Schedule; and

(iii) the review and assessment of plans;

(b) the watching of and inspecting the execution of the authorised development, any restrictive works and any works undertaken by third parties as a result of authorised development (including the assessment of plans); and

(c) imposing reasonable requirements for the protection or alteration of apparatus affected by the authorised development or works as a consequence of the authorised development in accordance with paragraph 107(3),

together with any administrative costs properly and reasonably incurred by Exolum.

(2) There will be no deduction from any sum payable under sub-paragraph (1) as a result of—

(a) the placing of apparatus of a better type, greater capacity or of greater dimensions, or at a greater depth than the existing apparatus, to the extent Exolum has acted reasonably in procuring such apparatus;

(b) the placing of apparatus in substitution of the existing apparatus that may defer the time for renewal of the existing apparatus in the ordinary course; or

(c) the scrap value (if any) of any apparatus removed.

(3) Upon the submission of proper and reasonable estimates of costs and expenses to be incurred by Exolum, the undertaker shall pay Exolum sufficiently in advance to enable Exolum to undertake its obligations under this Schedule in a manner that is neutral to its cash flow provided that in the event that the costs incurred by Exolum are less than the amount paid by the undertaker pursuant to this sub-paragraph (3) then Exolum shall within 35 days of payment being made by Exolum for the costs anticipated in the costs and expenses estimates, repay any overpayment to the undertaker.

Damage to property and other losses

110.—(1) Subject to sub-paragraphs (2) to (7), the undertaker shall—

(a) indemnify Exolum for all reasonably incurred loss, damage, liability, costs and expenses suffered or reasonably incurred by Exolum arising out of—

(i) the carrying out of works under this Schedule;

(ii) the carrying out of the authorised Development;

(iii) the use or occupation of land over or in the vicinity of any apparatus or in the vicinity of any premises in connection with the carrying out of the authorised development;

(iv) any injury or damage whatsoever to any property, real or personal, including the property of Exolum; and

(v) any matters arising out of or in connection with this Order;

(b) indemnify Exolum against any claim made against, or loss suffered by, Exolum as a result of any act or omission committed by the undertaker's officers, employees, contractors or agents whilst on or in the vicinity of any apparatus or premises for the purposes of carrying out any activity authorised by this Order;

(c) pay to Exolum, in accordance with the terms of the provisions of this Part of this Schedule, the cost reasonably incurred by Exolum in making good any damage to the apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising out of the carrying out of works under this Schedule and arising out of the carrying out of the authorised development; and

(d) pay to Exolum the cost reasonably incurred by Exolum in stopping, suspending and restoring the supply though its apparatus in consequence of the carrying out of works under this Schedule or the carrying out of the authorised development; and

(e) make reasonable compensation to Exolum for any other expenses, losses, damages, penalty or costs incurred by Exolum by reason or in consequence of any such damage or interruption including all claims by third parties.

(2) Nothing in sub-paragraph (1) imposes any liability on the Undertaker with respect to any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption which is not reasonably foreseeable.

(3) The fact that any act or thing may have been done by Exolum on behalf of the undertaker or in accordance with a plan approved by Exolum or in accordance with any requirement of Exolum or under its supervision shall not, subject to sub-paragraph (4), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(4) 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 negligent act, neglect or default of Exolum, its officers, servants, contractors or agents.

(5) The undertaker and Exolum shall at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense (whether indemnified or not) which either suffers in connection with this Schedule.

(6) The undertaker warrants that it will use reasonable endeavours to ensure—

(a) the information it or any of its employees, agents or contractors provide to Exolum about the plans or the authorised development and on which Exolum relies in the design of and carrying out of any works is accurate; and

(b) the undertaker or any of its employees, agents or contractors have exercised all the reasonable skill, care and diligence to be expected of a qualified and experienced member of their respective profession.

(7) Exolum must give the undertaker reasonable notice of any such claim or demand to which sub-paragraph (2) applies.

Insurance

111.—(1) The undertaker must not carry out any restrictive works unless and until Exolum has confirmed to the undertaker in writing that it is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker (or its contractor) has procured acceptable professional indemnity insurance and public liability insurance with minimum cover of £25 million per event, with respect to the carrying out of the works.

(1) The undertaker shall maintain such insurance for the construction period of the authorised development from the proposed date of commencement of the authorised development unless otherwise agreed in writing with Exolum.

Co-operation and reasonableness

112.—(1) Where apparatus is required to be protected, altered, diverted or removed under this Schedule, the undertaker must use all reasonable endeavours to co-ordinate the execution of any works under this Part of this Schedule—

(a) in the interests of safety;

(b) in the interest of the efficient and economic execution of both Exolum's works and the authorised development; and

(c) taking into account the need to ensure the safe and efficient operation of the apparatus and carrying out of Exolum's functions.

(2) Exolum must use its reasonable endeavours to co-operate with the undertaker for the purposes outlined in sub-paragraph (1).

(3) The undertaker and Exolum will act reasonably in respect of any given term of this Schedule and, in particular, (without prejudice to generality) where any approval, consent or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed.

Emergency circumstances

113.—(1) The undertaker acknowledges that Exolum provides services to His Majesty's Government, using the apparatus, which may affect any works to be carried under this Schedule and the authorised development.

(1) In the following circumstances, Exolum may on written notice to the undertaker immediately suspend all works that necessitate the stopping or suspending of the supply of product through any apparatus under this Schedule and Exolum shall not be in breach of its obligations under this Schedule—

(a) circumstances in which, in the determination of the Government, there subsists a material threat to national security, or a threat or state of hostility or war or other crisis or national emergency (whether or not involving hostility or war); or

(b) circumstances in which a request has been received, and a decision to act upon such request has been taken, by the Government for assistance in relation to the occurrence or anticipated occurrence of a major accident, crisis or natural disaster; or

(c) circumstances in which a request has been received from or on behalf of NATO, the EU, the UN, the International Energy Agency (or any successor agency thereof) or the government of any other state for support or assistance pursuant to the United Kingdom's international obligations and a decision to act upon such request has been taken by the Government; or

(d) any circumstances identified as such by the COBRA committee of the Government (or any successor committee thereof); or

(e) any situation in connection with which the Government requires fuel capacity, including where the United Kingdom is engaged in any planned or unplanned military operations within the United Kingdom or overseas.

(2) The parties agree to act in good faith and in all reasonableness to agree any revisions to any schedule, programme or costs estimate (which shall include costs of demobilising and remobilising any workforce, and any costs to protect the apparatus "mid-works") to account for the suspension.

(3) Exolum shall not be liable for any costs, expenses, losses or liabilities the undertaker incurs as a result of the suspension of any activities under paragraphs to or delays caused by it.

Dispute Resolution

114.—(1) The undertaker and Exolum must use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Part of this Schedule in accordance with the following provisions.

(1) The undertaker and Exolum must each nominate a representative who will meet to try to resolve the matter. If the matter is not resolved at that level within ten working days of either the undertaker or Exolum requesting such a meeting (or such longer period as may be agreed between the undertaker and Exolum) the matter may at the request of either the undertaker or Exolum be referred for discussion at a meeting to be attended by a senior executive from each party.

(2) If the meeting between senior executives fails to result in a settlement within 20 working days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then, unless otherwise agreed in writing between the undertaker and Exolum, the dispute or difference will be determined by arbitration in accordance with article 44 (arbitration).

Miscellaneous

115. No failure or delay by a party to exercise any right or remedy provided under this Part of this Schedule or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

PART 9

FOR THE PROTECTION OF DRAINAGE AUTHORITIES

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

117. In this Part of this Schedule—

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is to be construed accordingly;

"drainage authority" means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991;

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse which is the responsibility of the drainage authority;

"independent review" means a review carried out by a third party confirming the findings of the undertaker in the assessment of the impact of the proposed specified work on flood risk;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes any information reasonably required by the drainage authority including location details, grid references, sections, drawings, specifications, assessments 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 8 metres of a drainage work and which comprises any of the following works carried out in relation to or which may affect any ordinary watercourse—

(a) the erection of any mill, dam, weir, or other similar obstruction to the flow of an ordinary watercourse, or raising or otherwise altering any such obstruction;

(b) the construction or installation of a bridge or other structure;

(c) the erection of a culvert in an ordinary watercourse;

(d) the alteration of an ordinary watercourse or a culvert or other form of drainage infrastructure in a manner that would be likely to affect the flow of an ordinary watercourse;

(e) the introduction by means of any channel, siphon, pipeline or sluice or by any other means whatsoever any water into any ordinary watercourse within the Order limits so as to directly or indirectly increase the flow or volume of water in any ordinary watercourse within the Order limits without the previous consent of the drainage authority;

(f) any work likely to obstruct flow or adversely affect the integrity of any embankment, wall or enclosing structure containing an ordinary watercourse.

118.—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work, including an independent review and such further particulars available to it as the drainage authority may within 14 days of the submission of the plans reasonably request.

(1) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided under this paragraph.

(2) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 127.

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

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 28 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work, for the protection of any ordinary watercourse or for the prevention of flooding.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

119. Without limiting paragraph 118, 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 by reason of any specified work; or

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

120.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 119, 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 of completion.

(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 to which the protective works relate.

(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 agreed, 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) and paragraphs 125 and 126, 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 reasonable 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 an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 127.

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

(1) If any drainage work which 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 the 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 specified work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(2) Subject to sub-paragraph (4) and paragraphs 125 and 126 if, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is reasonably necessary for such compliance and may recover any reasonable expenditure reasonably incurred by it in so doing from the undertaker.

(3) 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 in accordance with paragraph 127.

(4) This paragraph does not apply to—

(a) drainage works which are vested in the drainage authority, or which 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 of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

122. Subject to paragraphs 125 and 126 and sub-paragraph 121(5)(b), if by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the 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 any expenditure incurred by the drainage authority in so doing from the undertaker.

123. If by reason of the construction of the specified work the drainage authority's access to 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 flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

124. The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

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

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

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

125.—(1) The undertaker must make reasonable compensation for costs and losses which may be reasonably incurred or suffered by the drainage authority by reason of—

(a) the construction of any specified work comprised within the authorised works; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction of the specified works.

(2) In sub-paragraph (1)—

"costs" includes—

(a) expenses and charges;

(b) staff costs and overheads; and

(c) legal costs; and

"losses" includes physical damage.

(3) The undertaker must make reasonable compensation for liabilities, claims and demands against the drainage authority arising out of or in connection with the specified works or otherwise out of the matters referred to in sub-paragraphs (1)(a) and (1)(b).

(4) In sub-paragraph (3)—

"claims" and "demands" include as applicable—

(a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand; and

(b) any interest element of sums claimed or demanded; and

"liabilities" includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty; and

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The drainage authority must give to the undertaker notice of any such claim or demand.

(6) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(7) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(8) The drainage authority must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(9) The drainage authority must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

126. 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.

127. Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 44 (arbitration), but otherwise is to be determined by the Secretary of State acting jointly on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

PART 10

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (SOUTH WEST) PLC AS ELECTRICITY UNDERTAKER

Application

128. For the protection of National Grid Electricity Distribution (South West) plc the following provisions, unless otherwise agreed in writing between the undertaker and National Grid Electricity Distribution (South West) plc, have effect.

Interpretation

129. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and where the context requires includes any part of such alternative apparatus;

"alternative rights" means all and any necessary legal easements, leases, consents, or permissions required by NGED in order to permit or authorise a diversion and to permit or authorise NGED to lay, keep, operate, maintain, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove the alternative apparatus;

"apparatus" means electric lines or electrical plant as defined in the 1989 Act(**a**), belonging to or maintained by NGED;

"diversion" means an alteration to the NGED Network in order to enable or facilitate the authorised development;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"NGED" means National Grid Electricity Distribution (South West) plc (company number 02366894) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB;

"NGED Network" means NGED's distribution network operated pursuant to its distribution licence issued pursuant to section 6 of the 1989 Act;

"plan" or "plans" includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed; and

"specified work" means so much of any of the authorised development that is carried out within 6 metres of any apparatus.

Precedence of 1991 Act in respect of apparatus in streets

130. 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.

131. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary closure, restriction or prohibition of use of streets and 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

132. Regardless of any provision in this Order, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

133.—(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

(**a**) 1989 c. 29. The definition of "electrical plant" (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c.27).

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.

(1) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to NGED written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed.

(2) 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).

(3) 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 the other land owned or controlled by the undertaker.

(4) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land and alternative apparatus is to be constructed in land not owned or controlled by the undertaker as a consequence of the removal or diversion of apparatus then NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.

(5) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED may but shall not be compelled to use the powers of compulsory acquisition set out in this Order or the 1989 Act to obtain the necessary facilities and rights in the land outside the Order limits in which the alternative apparatus is to be constructed in accordance with a timetable agreed between NGED and the undertaker.

(6) 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 138 (expert determination).

(7) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with paragraph 138(2) (expert determination) 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.

(8) 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 138(2) (expert determination); and

(b) without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of NGED.

(9) 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

134.—(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 138(2) (expert determination).

(1) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the expert must—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker;

(b) have regard to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted;

(c) have regard to NGED's ability to fulfil its service obligations and comply with its licence conditions; and

(d) have regard to the standard form rights NGED ordinarily secures for the type of alternative apparatus to be constructed in the circumstances similar to the authorised development.

(2) 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

135.—(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 133 (removal of apparatus), 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).

(1) 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.

(2) 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.

(3) 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.

(4) At all times when carrying out the authorised development the undertaker must comply with NGED's Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association's A Guide to the Safe Use of Mechanical Plant in the Vicinity of

Electricity Overhead Lines (undated), the Health and Safety Executive's GS6 Avoiding Danger from Overhead Power Lines, and the Health and Safety Executive's HSG47 Avoiding Danger from Underground Services (Third Edition) (2014) as the same may be replaced from time to time.

(5) 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 133(3) (removal of apparatus).

(6) 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.

(7) 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

136.—(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.

(1) 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.

(2) 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).

(3) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the authorised development; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(4) 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.

137.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NGED the undertaker is to—

(a) bear and pay the cost reasonably incurred by NGED in making good such damage or restoring the supply; and

(b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED, by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (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 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, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) NGED must act reasonably in relation to any claim or demand served under sub-paragraph (1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, claims, demands, proceedings and penalties to which a claim or demand under sub-paragraph (1) applies.

(5) NGED's liability to the undertaker for negligence or breach of contract in respect of each diversion shall be limited to the value of that diversion and NGED shall not otherwise be liable to the undertaker for any losses or costs incurred by the undertaker resulting from delays to the authorised development as a result of its failure to undertake works to deliver any alternative apparatus.

Expert determination

138.—(1) Article 44 (arbitration) shall apply to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).

(1) 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).

(2) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(3) 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.

(4) The expert must—

(a) invite the parties to make submissions to the expert in writing and copied to the other party to be received by the expert within 14 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 14 days of receipt of the submissions under paragraph (b); and

(d) give reasons for the decision.

(5) 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.

(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 44 (arbitration).

PART 11

FOR THE PROTECTION OF THE LOCAL HIGHWAY AUTHORITY

Application etc.

139.—(1) The provisions of this Part of this Schedule have effect in relation to the road works and cable works (as defined under paragraph 140) unless otherwise agreed in writing between the undertaker and Wiltshire Council or South Gloucestershire Council in their respective capacity as the local highway authority.

Interpretation

140.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(1) In this Part of this Schedule—

"as built information" means one electronic copy of the following information where the local highway authority deems it to be necessary and insofar as it is relevant to the works impacting the local road network or any land in which the local highway authority holds an interest, or which is intended to be transferred to the local highway authority, dedicated as highway, adopted, or otherwise form part of or be maintained by the local highway authority as part of the local road network —

(a) drawings showing the as constructed local highways in an appropriate format (including digital storage media);

(b) drawings showing the location for utilities installed in the local highway;

(c) specifications for materials used for the constructed local highway;

(d) an as-built topographical survey of the completed road works and cable works, including relevant tie-ins and highway asset information; and

(e) all other as-built drawings and plans required under this definition must be prepared by reference to, and be consistent with, the as-built topographical survey referred to in paragraph (d), unless otherwise agreed with the local highway authority.

"bond" means a bond or guarantee in favour of and enforceable by the local highway authority, in a form approved by the local highway authority duly executed by the undertaker and a reputable UK surety company or other UK financial institution to be previously approved in writing by the local highway authority (such approval not to be unreasonably withheld or delayed);

"the bond sum" means the sum equal to 120% of the estimated cost of carrying out the road works and the cable works or relevant phase plus the commuted sum, or such other sum as may be agreed in writing between the undertaker and the local highway authority, to be provided to the local highway authority in the form of—

(a) a bond; or

(b) a cash surety; or

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

"cash surety" means a cash deposit to be paid by the undertaker into an account specified by the local highway authority;

"commuted sum" means such sum calculated as provided for in paragraph 151 of this Part of this Schedule to be used to fund the future cost of maintaining any new local highway authority assets, structures or apparatus as part of the road works provided under the Order, calculated in accordance with Schedule [X] of the Outline Construction Traffic Management Plan or such other methodology as may be agreed in writing with the local highway authority;

"cable works" means any works or phase thereof under this Order which consist of the installation and maintenance of cables, cable ducts, tunnels for cables and cable ducts and related or associated works to those operations under the local road network;

"cable works provisional certificate" means the certificate of provisional completion relating to those aspects of the cable works that have resulted in any alteration to the local road network to be issued by the local highway authority in accordance with paragraph 145 when it considers the cable works are substantially complete;

"condition survey" means a survey of the condition of local highway authority structures and assets that in the reasonable opinion of the local highway authority may be affected by the road works or cable works which the local highway authority may require including a CCTV survey of specified drains that the local highway authority reasonably considers may be materially and adversely affected by the road works or cable works;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the road works or the cable works or both;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

"detailed design information" means such drawings, specifications, calculations, reports, surveys and other technical information as are reasonably required by the local highway authority and relevant to the road works or cable works, as applicable, to enable the local highway authority to assess the detailed design of those works and their compliance with their specification for highways works, including but not limited to—

(a) the road works—

(i) site clearance details;

(ii) boundary, environmental and mitigation fencing;

(iii) drainage and ducting, including any culverting of roadside ditches and alterations to highway drainage assets;

(iv) pavement, pavement foundations, kerbs, footways and paved areas;

(v) traffic signs and road markings;

(vi) traffic signal equipment and associated signal phasing and timing detail;

(vii) road lighting (including columns and brackets);

(viii) regime of California Bearing Ratio testing;

(ix) highway structures and any required structural approval in principle;

(x) landscaping;

(xi) stage 1 and stage 2 road safety audits and exceptions agreed;

(xii) utilities diversions;

(xiii) topographical survey; and

(xiv) health and safety information.

(b) the cable works—

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

(ii) health and safety information;

(iii) regime of California Bearing Ratio testing;

(iv) apparatus diversions;

(v) topographical survey; and

(vi) technical approval of highway structures under CG300 of DMRB, where highway structures form part of the cable works.

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

"final certificate" means the certificate relating to those aspects of the road works that have resulted in any alteration to the local road network to be issued by the local highway authority pursuant to paragraph 149;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

"local highway authority" means Wiltshire Council or South Gloucestershire Council;

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

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

"programme of works" means a document setting out the sequence and timetabling of the cable works or road works;

"road safety audit" means an audit carried out in accordance with the road safety audit standard;

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road works" means so much of any work including highway works, street works, surveys and signalisation or phase thereof authorised by this Order and including any maintenance of that work, but excluding the cable works, as is undertaken on the local road network or land in which the local highway authority has an interest;

"road works provisional certificate" means the certificate of provisional completion relating to those aspects of the road works that have resulted in any alteration to the local road network to be issued by the local highway authority in accordance with paragraph 144 when it considers the road works are substantially complete and, if relevant, may be opened for traffic;

"specification for highways works" means in relation to the road works and cable works, the standards, specifications and technical requirements reasonably required by the local highway authority and relevant to the design, construction, improvement, reinstatement, maintenance or operation of the local road network, including, where applicable:

(a) the Wiltshire Council Highway Specification for Developers dated April 2018 to the extent applicable (or where South Gloucestershire Council is the local highway authority, its equivalent), and any adopted standard details, updates, supplements or replacement guidance published or otherwise notified by the local highway authority;

(b) the Manual of Contract Documents for Highway Works including the Specification for Highway Works;

(c) the Specification for the Reinstatement of Openings in Highways (SROH);

(d) the Adoptable Highway Drainage Guidance (WCAHDG);

(e) the DRMB;

(f) the Traffic Signs Manual, the Traffic Signs Regulations and General Directions 2016; and

(g) any relevant adopted Wiltshire Council highway design guidance, standard details and technical approval requirements published or otherwise notified, except to the extent that a departure or exception from those standards is approved by the local highway authority.

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

"permit scheme" has the meaning within article 2 (interpretation); and

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

(2) 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.

Prior approvals

141.—(1) The road works must not commence, save to the extent agreed otherwise by the local highway authority, until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by the local highway authority;

(b) the programme of works has been approved by the local highway authority;

(c) the detailed design of the road works comprising the following details, insofar as considered relevant by the local highway authority, has been submitted to and approved by the local highway authority —

(i) the detailed design information, incorporating all recommendations and any exceptions approved by the local highway authority under paragraph (a); and

(ii) the identity and qualifications of the contractor and nominated persons.

(d) a scheme of traffic management has been submitted by the undertaker and approved by the local highway authority such scheme to be capable of amendment by agreement between the undertaker and the local highway authority from time to time;

(e) the local highway authority has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(f) the undertaker has agreed the estimate of the commuted sum with the local highway authority;

(g) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the road works (which must include winter maintenance) has been agreed in writing by the local highway authority;

(h) the undertaker has procured to the local highway authority collateral warranties in a form approved by the local highway authority from the contractor and designer of the road works in favour of the local highway authority to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the road works, including in the selection of materials, goods, equipment and plant;

(i) a condition survey and regime of monitoring has been agreed in writing by the local highway authority together with a highway damage redress protocol where reasonably required by the local highway authority, including provision for recovery of excess maintenance expenses arising from extraordinary traffic associated with the authorised development, including where applicable pursuant to section 59 of the 1980 Act;

(j) details of how the undertaker will comply with the Permit Scheme, as applied and modified by article 9 (application of the permit schemes), in relation to the road works, including any proposed programme, road space bookings, permit applications, traffic management arrangements and phasing of those works; and

(k) any further information that the local highway authority may reasonably request within 14 days of the submission to the local highway authority of the detailed design of any road works.

(2) The cable works must not commence until—

(a) the programme of works has been approved by the local highway authority;

(b) the detailed design of the cable works comprising the following details insofar as is considered relevant by the local highway authority has been submitted to and approved by the local highway authority—

(i) the detailed design information;

(ii) details of the proposed road space bookings and the undertaker is entitled to submit its application for road space bookings at the same time as the relevant details are submitted under sub-paragraph (i) to the local highway authority;

(iii) a method statement including details of the cable works, equipment and location;

(c) a survey to determine the appropriate minimum depth for the cable works has been carried out and the minimum cable depth has been approved by the local highway authority;

(d) the detailed design of the cable works including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification, has been submitted to and approved by the local highway authority;

(e) a condition survey and regime of monitoring has been agreed in writing by the local highway authority together with a highway damage redress protocol where reasonably required by the local highway authority, including provision for recovery of excess maintenance expenses arising from extraordinary traffic associated with the authorised development, including where applicable pursuant to section 59 of the 1980 Act;

(f) the CASS01 has been approved by the local highway authority; and

(g) the undertaker has paid to the local highway authority the estimate of the LHA costs notified to it pursuant to paragraph 143 of this Part of this Schedule;

(h) details of how the undertaker will comply with the Permit Scheme, as applied and modified by article 9 (application of the permit schemes), in relation to the cable works, including any proposed programme, road space bookings, permit applications, traffic management arrangements and phasing of those works; and

(i) any further information that the local highway authority may reasonably request within 14 days of the submission to the local highway authority of the detailed design of any cable works.

(3) The local highway authority must, prior to the commencement of the cable works and road 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 the local highway authority for consideration of the information required under sub-paragraph (1) and (2).

(4) Any approval of the local highway authority required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing;

(c) in the case of a refusal, must be accompanied by written reasons identifying the respects in which the submitted information is deficient and, where reasonably practicable, the further information or amendments required to enable the local highway authority to determine the request;

(d) may be subject to any conditions as the local highway authority considers necessary; and

(e) For the avoidance of doubt, article 47 (procedure in relation to certain approvals etc.) does not apply to any application for consent, agreement or approval required or contemplated by this Part of this Schedule.

(5) Any change to the identity of the contractor or designer of the road works or the cable works will be notified to the local highway authority immediately and details of their suitability to deliver the road works or cable works (as applicable) will be provided on request along with collateral warranties for the road works in a form agreed by the local highway authority.

(6) Any change to the detailed design of the road works or cable works must be approved by the local highway authority in accordance with sub-paragraph (1) and (2).

Construction of the cable works and road works

142.—(1) The undertaker must give the local highway authority 3 months' notice in writing of the date on which the cable works and/or road works will start unless otherwise agreed by the local highway authority.

(1) The cable works and road works must be carried out by the undertaker to the satisfaction of the local highway authority in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph (1) or (2) above or as subsequently varied by agreement between the undertaker and the local highway authority;

(b) the specification for highways works, together with all other relevant standards as required by the local highway authority to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by the local highway authority; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") or any statutory amendment or variation of the same, and the undertaker will be the client and must ensure that all client duties (as defined in the CDM Regulations) are undertaken to the satisfaction of the local highway authority. No approval or consent issued by the local highway authority shall be taken to be a consent or approval pursuant to the CDM Regulations.

(2) The undertaker must ensure that, where practicable and without entering the highway, the highway is kept free from mud, soil and litter as a result of carrying out a road work or cable work.

(3) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by the local highway authority (whose identity must have been previously notified to the undertaker by the local highway authority) to gain reasonable access to the cable works and road works for the purposes of inspection and supervision of those works, and to gain reasonable access to land in which the local highway authority has an interest where access is affected by the cable works or road works or the exercise of the powers in this Order.

(4) If any part of the cable works or road works is 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, highway structure or asset of the local highway authority,

The local highway authority 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 the local highway authority.

(5) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the local road network then the local highway authority may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(6) If, within 28 days from the day on which a notice under sub-paragraph (6) or (7) is served on the undertaker (or, in the event of there being, in the opinion of the local highway authority, a danger to road users, within such lesser period as the local highway authority may stipulate in the notice), the undertaker has failed to take the steps required by that notice, the local highway authority may carry out the steps required of the undertaker by that notice and may recover from the undertaker

any expenditure reasonably incurred by the local highway authority in so doing, such sum to be payable within 28 days of written demand.

(7) Nothing in this Part of this Schedule prevents the local highway authority from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of 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 the local highway authority may recover any expenditure it reasonably incurs in so doing.

(8) In constructing the cable works and road works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of the local highway authority.

(9) Until such time that the undertaker applies for the road works final certificate, the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by the local highway authority pursuant to paragraph 141(1)(g) and the undertaker must carry out such maintenance at its own cost.

(10) The undertaker must notify the local highway authority if it fails to complete the road works or cable works in accordance with the agreed programme pursuant to paragraph 141(1)(b) and (2)(a) of this Part or suspends the carrying out of any road work or cable work beyond a reasonable period of time.

Payments

143.—(1) The undertaker must pay to the local highway authority a sum equal to the costs and expenses which the local highway authority reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to work which becomes abortive) in relation to the cable works and road 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 paragraphs 141(1) and 141(2);

(b) the supervision of the cable works and road works;

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

(d) all administrative costs and disbursements incurred by local highway authority in connection with the exercise by the undertaker of the powers in the Order and paragraphs (a) to (c) of this sub-paragraph; and

(e) any value added tax which is payable by the local highway authority in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the LHA costs".

(2) The undertaker must pay to the local highway authority upon demand and prior to such costs being incurred the total costs that the local highway authority believe will be properly and necessarily incurred by the local highway authority in 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) The local highway authority must provide the undertaker with its estimate of the LHA costs prior to the commencement of the cable works and road works. The undertaker must pay to the local highway authority the estimate of the LHA costs prior to commencing the road works or cable works.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, the local highway authority reasonably believes that the LHA costs will exceed the estimated LHA costs it may give notice to the undertaker of the amount that it believes the LHA costs will exceed the estimate of the LHA costs (the excess) and the undertaker must pay to the local highway authority within 28 days of the date of receipt of a properly issued VAT invoice from the local highway authority addressed to the undertaker for the excess sum, a sum equal to the excess.

(5) The local highway authority must give the undertaker a final amount of the LHA costs referred to in sub-paragraph (1) above within 91 days of the issue of both the road works provisional certificate and the cable works provisional certificate issued pursuant to paragraph 144(4) and 145(4).

(6) Within 30 days of the issue of the final account—

(a) if the final account shows a further sum as due to the local highway authority the undertaker must pay to the local highway authority the sum shown due to it;

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

(7) If any payment due under 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.

(8) Prior to the commencement of road works or cable works at each relevant works location or construction access, the undertaker must pay to the local highway authority a refundable mud deposit of £1,000, or such other sum as may be agreed in writing with the local highway authority, to be held by the local highway authority as security for the reasonable costs of any cleaning, sweeping or removal of mud, soil, litter or other deleterious material from the local road network which is attributable to the road works, cable works or construction traffic associated with the authorised development.

(9) The local highway authority may apply the mud deposit towards any such reasonable costs incurred by it where the undertaker has failed to carry out the necessary cleaning or sweeping within the period reasonably required by the local highway authority, or immediately where the local highway authority reasonably considers that urgent action is required in the interests of highway safety.

(10) Any unapplied balance of the mud deposit must be returned to the undertaker within 28 days of the issue of the relevant provisional certificate or, where no provisional certificate is required for the relevant works location or construction access, within 28 days of completion of the relevant road works or cable works at that location.

Provisional Certificate for road works

144.—(1) Following the completion of any road works or prior to the reopening of any part of the local road network following any closure or partial closure, whichever is earlier, the undertaker must notify the local highway authority and the local highway authority will carry out a site inspection to satisfy itself that the local road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of the local highway authority following the site inspection.

(1) As soon as the undertaker considers that the road works provisional certificate may be properly issued it must apply to the local highway authority for the road works provisional certificate.

(2) Following an application for a road works provisional certificate, the local highway authority must as soon as reasonably practicable —

(a) inspect the road works; and

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

(3) When—

(a) a stage 3 road safety audit for the road works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by the local highway authority;

(b) the road works incorporating the approved remedial works under paragraph (a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of the local highway authority;

(c) the as built information has been provided to the local highway authority; and

(d) the undertaker has paid the commuted sum to the local highway authority,

the local highway authority must issue the road works provisional certificate.

(4) On the issue of the road works provisional certificate pursuant to this paragraph 5 and the cable works provisional certificate pursuant to paragraph 6 the bond sum shall be reduced to 20% provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which the local highway authority are joined howsoever they arise) before that date the local highway authority will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the road works or cable works.

(5) The undertaker must submit a stage 4 road safety audits as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to the local highway authority.

Provisional Certificate for cable works

145.—(1) As soon as the undertaker considers that the cable works provisional certificate for the cable works may be properly issued it must apply to the local highway authority for the cable works provisional certificate.

(1) Following an application for a cable works provisional certificate, the local highway authority must as soon as reasonably practicable —

(a) inspect the cable works, the local road network, and any land in which the local highway authority has an interest that is affected by the cable works; and

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

(2) Within 28 days of the completion of any cable works, the undertaker must submit to the local highway authority the as built information.

(3) When the cable works, incorporating any further works notified to the undertaker pursuant to sub-paragraph (2)(b), have been completed to the satisfaction of the local highway authority and the as built information has been provided to the local highway authority, the local highway authority must issue the cable works provisional certificate.

(4) The undertaker must make available to the local highway authority upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any cable works, following completion of the inspection or survey, that the undertaker may from time to time carry out.

Opening

146. Unless otherwise agreed in writing by the local highway authority the undertaker must notify the local highway authority not less than 56 days in advance of the intended date of opening to the public of the local road network and the undertaker must notify the local highway authority of the actual date the local road network will be opened to the public within 14 days of that date and must not open the local road network to the public prior to the expiration of the requisite notice period.

Final condition survey

147.—(1) The undertaker must, as soon as reasonably practicable after making its application for the road works provisional certificate pursuant to paragraph 144(2) and the cable works provisional certificate pursuant to paragraph 145(1), arrange for any highways structures and assets that were

the subject of the condition survey to be re-surveyed and must submit the re-survey to the local highway authority for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 for the cable works, road works and any other works beneath the local road network.

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

(2) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme or fails to submit a scheme for remedial works to the local highway authority, the local highway authority may carry out the steps required of the undertaker and may recover from the undertaker any expenditure it reasonably incurs in so doing.

(3) The local highway authority may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to sub-paragraph (1) give notice in writing that the local highway authority will remedy any damage identified in the re-surveys and the local highway authority may recover from the undertaker any expenditure it reasonably incurs in so doing.

(4) The undertaker must make available to the local highway authority upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any cable work or road work following its completion that the undertaker may from time to time carry out.

Defects Period

148.—(1) The undertaker must at its own expense remedy any defects in the local road network resulting from the carrying out of the road works as are reasonably required by the local highway authority to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of the local highway authority);

(b) in respect of matters which the local highway authority considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the application of the undertaker for the road works final certificate, the local highway authority has responsibility for routine maintenance of the local road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

149.—(1) The undertaker must apply to the local highway authority for the final certificate no sooner than 12 months from the date of the issuing of both the road works provisional certificate and the cable works provisional certificate.

(1) Following receipt of the application for the final certificate, the local highway authority must as soon as reasonably practicable—

(a) inspect the local road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the local road network as resulting from the cable works or road works or confirmation that no such works are required for this purpose.

(2) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(3) When the local highway authority is satisfied that—

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required

as a result of any relevant stage 4 road safety audit have been made good to the satisfaction of the local highway authority; and

(b) the LHA costs have been paid to the local highway authority in full,

the local highway authority must issue the final certificate.

(4) The bond sum is released in full upon the issue of the final certificate, provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here will also include any claim or claims to which the local highway authority are joined howsoever they arise) the local highway authority will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for or arising from or in connection with the road works or cable works.

(5) The undertaker must pay to the local highway authority within 28 days of the date of receipt of a properly issued invoice from the local highway authority addressed to the undertaker, the reasonable costs incurred by the local highway authority in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph.

Security

150.—(1) The road works and cable works must not commence until the undertaker procures that the road works and cable works (or if applicable any phase thereof) are secured by the bond sum to indemnify the local highway authority against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and road works and cable works under the provisions of this Part of this Schedule.

(1) 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 the local highway authority is entitled upon giving notice to the undertaker to use such parts of the bond sum as the local highway authority considers necessary. For the avoidance of doubt should the local highway authority 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.

Commuted sums

151.—(1) The local highway authority must provide to the undertaker an estimate of the commuted sum prior to the commencement of the road works.

(1) The undertaker must pay to the local highway authority the commuted sum prior to the issue of the road works provisional certificate.

Insurance

152. Prior to the commencement of the cable works and road 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 the cable works or road works or use of the strategic road network by the undertaker.

Indemnity

153. —(1) The undertaker fully indemnifies the local highway authority from and against all costs, claims, expenses, damages, losses and liabilities suffered by the local highway authority arising from, or in connection with—

(a) the construction, maintenance or use of the road works before the issue of the final certificate for the relevant road works;

(b) the construction, maintenance, use, removal, reinstatement or decommissioning of the cable works;

(c) the exercise of, or failure to exercise, any power under this Order in respect of the local road network or any land in which the local highway authority holds an interest; and

(d) any claim for compensation arising under any statutory compensation code in connection with the matters referred to in sub-paragraphs (a) to (c),

and any such costs must be paid to the local highway authority within 14 days of an itemised demand.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage, loss, liability, cost, claim or expense to the extent that it is attributable to the negligence, neglect or default of the local highway authority, its officers, employees, contractors or agents; or

(b) any road works or cable works carried out by the local highway authority as an assignee, transferee or lessee of the undertaker with the benefit of this Order.

(3) The local highway authority must give the undertaker reasonable notice of any third party claim or demand to which the indemnity under this paragraph may apply and no settlement, admission of liability or compromise may be made by the local highway authority, unless payment is required in connection with a statutory compensation scheme or by order of a court or tribunal of competent jurisdiction, without first consulting the undertaker and considering any representations made by the undertaker.

(4) The local highway authority must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, act reasonably and in the same manner as it would if settling third party claims on its own behalf from its own funds.

(5) The local highway authority must use its reasonable endeavours to mitigate and minimise any costs, claims, expenses, damages, losses and liabilities to which the indemnity under this paragraph applies where it is within the local highway authority's reasonable ability and control to do so, but this does not require the local highway authority to mitigate any liability arising from third parties outside the local highway authority's control.

Maintenance of the authorised development

154.—(1) The undertaker must, prior to the commencement of any works of maintenance to the cable works or road works, give the local highway authority 28 days' notice in writing of the date on which those works will start unless otherwise agreed by the local highway authority, acting reasonably.

(1) During any maintenance works, the undertaker must comply with any requirements that the local highway authority 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.

(2) The provisions of paragraph 146 shall apply to the opening of any part of the local road network following occupation of any road space under this paragraph.

Land

155.—(1) Following the issue of the final certificate pursuant to paragraph 149(4) the local highway authority may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of the local road network boundary, or any land which is to form part of the local road network following completion of the road works, which is not in the ownership of the local highway authority but the freehold of the land has been acquired by the undertaker for the purposes of carrying out the road works.

(1) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to the local highway authority.

(2) The undertaker must not exercise the powers of this Order over any land forming part of the local road network or land owned by the local highway authority, other than with the consent of the local highway authority (such consent not to be unreasonably withheld and delayed), so as to—

(a) acquire or use the land;

(b) acquire new or existing rights in the land;

(c) impose or extinguish any restrictive covenant over the land;

(d) extinguish any existing rights held by the local highway authority; or

(e) interfere with the apparatus of the local highway authority.

(3) A consent under sub-paragraph (1) must be requested in writing by email to Wiltshire Council at northernhighways@wiltshire.gov.uk, or South Gloucestershire Council at [X].

Expert Determination

156.—(1) Article 44 (arbitration) of the Order does not apply to this Part of this Schedule, except in relation to a dispute concerning the legal interpretation of this Part of this Schedule.

(1) 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 and not as an arbitrator, 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.

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

(3) 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.

(4) 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 paragraph (b); and

(d) give reasons for the decision.

(5) 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 44.

(6) 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.

SCHEDULE 16 Article 47

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

1. —(1) In this Schedule—

"discharge" means any consent, agreement or approval required by—

(a) a requirement;

(b) a document referred to by a requirement; or

(c) a document that has been approved pursuant to a requirement;

"requirement consultee" means—

(a) any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement; and

(b) in relation to an application made under requirement 3 to amend an approved document (as defined in requirement 3), any body or authority that was required to be consulted in relation to the approval of that approved document; and

"start date" means the date of the notification given by the Secretary of State under paragraph 4(2)(b).

(2) In the event an application is made to discharge more than one consent, agreement or approval, this must be treated as though separate applications were made for the discharge of each consent, agreement or approval.

Applications made under requirement

2.—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the undertaker will also submit a copy of that application to any requirement consultee.

(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the relevant planning authority must give notice in writing to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—

(a) the day immediately following that on which the application is received by the authority;

(b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or

(c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.

(2) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Any application made to the relevant planning authority pursuant to sub-paragraph (1) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.

(4) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (1) and is accompanied by a report pursuant to sub-paragraph (4) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects

in comparison with those reported in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.

Further information and consultation

3.—(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(1) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant planning authority must, within 15 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(2) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must issue the consultation to the requirement consultee within 10 working days of receipt of the application, and must notify the undertaker in writing specifying any further information the relevant planning authority considers necessary or that is requested by the requirement consultee within 10 working days of receipt of such a request and in any event within 20 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).

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

(4) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2 and paragraph 3.

Appeals

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

(a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;

(b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(5);

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

(d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The steps to be followed in the appeal process are as follows—

(a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any requirement consultee;

(b) the Secretary of State must appoint a person to determine the appeal as soon as reasonably practicable and must, as soon as reasonably practicable, notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person's attention should be sent;

(c) the relevant planning authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within 10 working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(d) the undertaker may make any counter-submissions to the appointed person within 10 working days of receipt of written representations pursuant to sub-paragraph (c);

(e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d); and

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

(3) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal they must, within five working days of the appointed person's appointment, notify the appeal parties in writing specifying the further information required.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the relevant party to the appointed person and the other appeal parties on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 working days of the specified date, but otherwise the process and time limits set out in sub-paragraphs (c) to (e) of sub-paragraph (2) apply.

(5) The appointed person may—

(a) allow or dismiss the appeal; or

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

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

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

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to them that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is to be final and binding on the parties, unless proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

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

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

Fees

5.—(1) Where an application is made to the relevant planning authority for a discharge, a fee is to apply and must be paid to the relevant planning authority for each application.

(1) The fee payable for each application under sub-paragraph (1) is as follows—

(a) a fee of £2,535 for the first application for the discharge of each of the requirements [TBC];

(b) a fee of £578 for each subsequent application for the discharge of each of the requirements listed in paragraph (a) and any application under requirement [TBC] in respect of the requirements listed in paragraph (a);

(c) a fee of £145 for any application for the discharge of—

(i) any other requirements not listed in paragraph (a);

(ii) any application under requirement [TBC] in respect of requirements not listed in paragraph (a); and

(iii) any approval required by a document referred to by any requirement or a document approved pursuant to any requirement; and

(d) the fee applicable at the time the application for the discharge of requirement 20 is made for 'the carrying out of any operations not coming within any of the above categories' listed as item 11(2) of the table in Part 2 (Scale of Fees) of Schedule 1 to the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 for the application for the discharge of requirement 20.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

(a) the application being rejected as invalidly made; or

(b) the relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) unless—

(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or

(ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(2)(c) of this Schedule, as applicable.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Lime Down Solar Park 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 100 megawatts and associated development. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in the Order and certified in accordance with article 42 (certification of plans and documents, etc.) of this Order may be inspected free of charge during working hours at [TBC].