Meridian Solar Farm

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S T A T U T O R Y I N S T R U M E N T S

202[ ] No. ****

INFRASTRUCTURE PLANNING

The Meridian Solar Farm 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.

(**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).

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(**a**).

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having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(**b**) of the 2008 Act made a report and recommendation to the Secretary of State.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(**c**) and has had regard to the documents and matters referred to in section 104(2)(**d**) 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(**e**), 115(**f**), 117(**g**), 120(**h**), 122(**i**), 123(**j**), 131(**k**), 132(**l**) of the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Meridian Solar Farm Order 202[ ] and comes into force on [ ] 202[ ].

Interpretation

2.—(1) In this Order—

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

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

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

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

(**b**) S.I. 2009/2264.
(**a**) S.I. 2010/103.
(**b**) As amended by paragraph 29(1) and (3) of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**c**) S.I. 2017/572.
(**d**) 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).
(**e**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**f**) 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).
(**g**) Section 117 was amended by paragraph 58 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011.
(**h**) Section 120 was amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**i**) Section 122 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**j**) Section 123 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**k**) Section 131 was amended by section 24(2) of the Growth and Infrastructure Act 2013 (c. 27).
(**l**) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act 2013 (c. 27).
(**m**) 1961 c. 33.
(**n**) 1965 c. 56.
(**o**) 1980 c. 66.
(**p**) 1981 c. 66.

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

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

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

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

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

"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;

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

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

"building" includes any structure or erection or any part of a building, structure or erection;

"carriageway" has the same meaning as in the 1980 Act;

"commence" means beginning to carry out a material operation, as defined in section 155 (when development begins) of the 2008 Act, comprised in or carried out 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;

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

"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;

"date of decommissioning" means in respect of each part of the authorised development, the date notified under requirement 21 that that part of the authorised development has permanently ceased to generate electricity on a commercial basis;

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

"electronic transmission" means a communication transmitted—

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

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

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

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

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

(**a**) 1984 c. 27.
(**b**) 1989 c. 29.
(**c**) 1990 c. 8.
(**d**) 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).
(**e**) 2008 c. 29.
(**f**) 1981 c. 69.

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

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

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

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

"limits of deviation" means the limits of deviation referred to in article 6 (limits of deviation) and shown on the work plans as follows:

(a) blue dashed lines in relation to Work No. 4;

(b) purple dashed lines in relation to Work No. 8;

(c) orange dashed lines in relation to overhead electric lines within Section B: Grid Connection;

(d) green dashed lines in relation to underground cables within Section B: Grid Connection; and

(e) pink dashed lines in relation to non-linear works within Section B: Grid Connection Corridor;

"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 Electricity Distribution" or "NGED" means National Grid Electricity Distribution plc (company number 09223384) whose registered office is at Avonbank, Feed Road, Bristol, Avon, BS2 OTB or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

"National Grid Electricity Transmission or "NGET" 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 on the land and crown land plans 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 plans within which the authorised development may be carried out and land acquired or used;

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

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

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

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

Secretary of State as the outline construction traffic management plan for the purposes of this Order;

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

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

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

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

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

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

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

"permit scheme" means the Lincolnshire Highway Permit Scheme made by the Lincolnshire Permit Scheme for Road Works and Street Works Order 2016 which is a scheme 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 (including protection works);

(f) the provision of temporary means of enclosure and site security for construction;

(g) the temporary display of site notices or advertisements;

(h) site clearance (including vegetation removal); or

(i) advanced planting to allow for an early establishment of protective screening;

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

"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 and crown land plans;

"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;

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

"street works" means the works listed in article 9(1) (street works);

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

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

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

"undertaker" means Meridian Solar Farm Limited (company number 14887675) 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 plans" means the plans of that name identified in the table at Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the works plans 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.

(**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**) 2006 c. 46.
(**d**) 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.

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

(4) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between lines or points on a numbered work comprised in the authorised development and shown on the works plans or streets, rights of way and access plans are to be taken to be measured along that work. All distances for scheduled linear works referred to in this Order are measured along the centre line of the limits of deviation for that work.

(5) All pylon identification numbers set out in this Order are identified by reference to the work plans are indicative only. The location and spacing of pylons may be varied within the limits of deviation for the relevant Work, and the height and number of pylons may be varied in accordance with the design parameters, provided that the number of pylons does not exceed the maximum number and the height of pylons does not exceed the maximum height specified in the design parameters.

(6) Unless otherwise specified in Schedule 1 (authorised development), heights and depths in this Order or on the works plans are measured from the proposed final ground level, and any limits of vertical deviation and maximum parameters applicable to the authorised development are governed by the design parameters.

(7) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plans and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule 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.

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

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

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

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

(12) 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.

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

Operation of generating station and overhead electric lines

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

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station or overhead electric lines.

Power to maintain the authorised development

5.—(1) The undertaker may at any time maintain the authorised development.

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

(3) 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 in comparison with those reported in the environmental statement.

Limits of deviation

6.—(1) Subject to paragraph (2), in respect of the overhead electric line forming part of the authorised development for which it is granted development consent by paragraph (1) of article 3 (development consent etc. granted by the Order), the undertaker may deviate horizontally from the lines or situations of the authorised development shown on the works plans within the limits of deviation shown on those plans for the relevant Work and may carry out the authorised development anywhere within the Order limits.

(2) This article applies only to horizontal deviation. Any limits of vertical deviation applicable to the authorised development (including in respect of pylons, overhead conductors, fibre-optic earth wires or other infrastructure) are governed by the design parameters and not by this article.

Disapplication and modification of legislation, etc.

7.—(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(**b**) (variation of awards) of the Land Drainage Act 1991;

(c) the provisions of any byelaws made under section 66(**c**) (powers to make byelaws) 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) section 118 (consent request for discharge of trade effluent into public sewer) of the Water Industry Act 1991(**e**);

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

(**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**) 1991 c. 56. Section 118 was amended by sections 2(2)(b) and 5(5)(f) of the Environment Act 1995 (c. 25) and sections 66(2)(a) and (b) of the Environment (Wales) Act 2016 (anaw 3).

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

(g) 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

(h) the provisions of the Neighbourhood Planning Act 2017(**a**) insofar as they relate to the temporary possession of land under articles 32 (temporary use of land for constructing the authorised development) and 33 (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(**b**) any felling comprised in the carrying out of any work or operation required for the purposes of, or in connection with, 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 Meridian Solar Farm Order 202[ ];".

(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(**c**) any building comprised in the authorised development is deemed to be—

(a) a building into which people do not normally go; or

(b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

Defence to proceedings in respect of statutory nuisance

8.—(1) Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(**d**) 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(**e**), 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) the nuisance 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.

(**a**) 2017 c. 20.

(**b**) 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.

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

(**d**) 1990 c. 43.

(**e**) 1974 c. 40. Sections 61(9) and 65(8) were 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.

PART 3

STREETS

Street works

9.—(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).

Application of the permit scheme

10.—(1) The permit schemes apply with the modifications set out in this article to street works carried out under the power conferred by article 9 (street works), article 11 (power to alter layout etc., of streets) article 12 (construction and maintenance of altered streets) and article 15 (access to works) of this Order.

(2) 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;

(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;

(c) a permit may not be refused where the proposed reason for refusal is the inability to impose a condition which will not comply with paragraph (b); and

(d) where a provisional advance authorisation has been granted to the undertaker in advance of the grant of a permit in relation to the construction of the authorised development, the highway authority may not grant a permit for any other works in the location during the time period to which that provisional advance authorisation relates save that nothing will restrict the ability of the highway authority to grant a permit for immediate works.

(3) Irrespective of anything which is stated to the contrary within the permit scheme, where the undertaker submits an application for a permit in relation to street works carried out under article 9 (street works) of this Order subject to proposed conditions and the highway authority wishes for different conditions to be imposed on the permit, the highway authority must seek to reach agreement with the undertaker on the conditions subject to which the permit is to be granted and provide alternative permit conditions, as appropriate, to the undertaker within 10 working days following the date on which the application for the permit is made by the undertaker and must not refuse an application for a permit before the end of the period which is 5 working days following the date on which the alternative permit conditions are provided to the undertaker.

(4) Where the undertaker confirms its agreement to the alternative permit conditions provided by the relevant highway authority pursuant to paragraph (3) before the expiry of 5 working days following the date on which any such alternative permit conditions are provided to the undertaker, the relevant highway authority must grant the permit subject to those conditions.

(5) Any alternative permit conditions provided by the highway authority in accordance with paragraph (3) must comply with paragraph (2).

(6) 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.

(7) Reference to immediate works in paragraph (2)(d) means emergency works as that term is defined in section 52 of the 1991 Act and urgent works as that term is defined in regulation 3(1) of the Street Works (Registers, Notices, Directions and Designations) (England) regulations 2007.

(8) 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 14 (procedure for discharge of requirements) of this Order.

Power to alter layout, etc., of streets

11.—(1) The undertaker may for the purposes of the authorised development alter the layout of, and carry out the works to, the streets specified in column 2 of the table at Schedule 5 (alteration of streets) permanently 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 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 and relocate any street furniture, including bollards, lighting columns, road signs and chevron 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 not be exercised without the consent of the street authority, such consent to be in a form reasonably required by the street authority.

Construction and maintenance of altered streets

12.—(1) Each of the streets altered by the undertaker under the powers conferred by article 11 (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

13.—(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 (temporary prohibition or restriction of use of streets) 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 (temporary closure of public rights of way with diversions) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and

(c) the public rights of way specified in column 2 of the table in Part 3 (permanent use of motor vehicles on public rights of way) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;

(d) the public rights of way specified in column 2 of the table in Part 4 (temporary management of public rights of way) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and

(e) the common land specified in column 2 of the table in Part 5 (temporary management of common land) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;

(f) the common land specified in column 2 of the table in Part 6 (temporary diversion of common land) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table.

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

(a) any street or public right of way specified in paragraph (3) without first consulting the street authority; 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.

(10) The undertaker, during and for the purposes of carrying out the authorised development, may close, prohibit the use of, restrict the use of, alter or divert any public right of way within the Order limits which is added to the definitive map and statement (within the meaning of the Wildlife and Countryside Act 1981) on or after 20 March 2026.

Use of private roads

14.—(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.

(2) 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).

(3) 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

15. 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 Schedule 7 (access to works);

(b) 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

16.—(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 9 (street works), article 11 (power to alter layout, etc., of streets), article 12 (construction and maintenance of altered streets) and article 15 (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

17.—(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 1 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**) S.I. 2016/362.
(**b**) S.I. 2011/935.

(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 5 working 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.

(c) not less than 5 working days before the provision is to take effect, displayed a site notice containing the same information as in the newspaper notices specified at sub-paragraph (b) at each end of the length of road affected.

(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 13 (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).

(8) A copy of the instrument referred to in paragraph (7)(a) must be served on the traffic authority as soon as reasonably practicable after being made.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

18.—(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.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(**b**).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs whose consent may be given subject to terms and conditions as that person may reasonably impose.

(4) The undertaker must not make any opening into any public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) Where the undertaker discharges water into, or makes any opening into, a watercourse, public sewer or drain belonging to or under the control of a drainage authority (as defined in Part 3 of Schedule 13 (protective provisions)), the provisions of Part 3 of Schedule 13 (protective provisions) apply in substitution for the provisions of paragraphs (3) and (4).

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

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise the entry into controlled waters (within the meaning given by section 104 of the Water Resources Act 1991(**a**)) of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016(**b**).

(8) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and

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

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.

(2) Protective works may be carried out—

(a) at any time before or during the construction of any part of the authorised development in the vicinity of the building; or

(b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of five years beginning with the date of final commissioning.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs (5) and (6))—

(a) enter the building and any land within its curtilage; and

(b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (whether or not such adjacent land is inside or outside the Order limits) but not any building erected on it.

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to a building;

(b) a right under paragraph (3) to enter a building and land within its curtilage;

(c) a right under paragraph (4)(a) to enter a building and land within its curtilage;

(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 two weeks' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is

(**a**) 1991 c.57
(**b**) S.I. 2016/1154.

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).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

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

(b) within the period of five years beginning with the date of final commissioning it appears protective works are inadequate to protect the building against damage caused by the construction or use of that part of the authorised development,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

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

(10) 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.

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

(12) 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 two weeks' notice has been served on every owner and occupier of the land.

(**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).

(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

(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 paragraph (2) of 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 acquire land compulsorily

22.—(1) The applicable period 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) is 7 years beginning on the day on which this Order is made.

(2) No notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act and no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 26 (application of the 1981 Act) after the end of the applicable period, including any extension to the applicable period pursuant to those Acts.

(3) 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 referred to in paragraph (1), save that if an application is made under section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent) the applicable period is to be extended by—

(a) a period equivalent to the period beginning on the day the application is made and ending on the day it is withdrawn or finally determined; or

(b) if shorter, 1 year.

(4) An application is not finally determined for the purposes of paragraph (3)(a) if an appeal in respect of the application—

(a) could be brought (ignoring any possibility of an appeal out of time with permission); or

(b) has been made and not withdrawn or finally determined.

(5) Nothing in paragraph (3) prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

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.

(2) Subject to the provisions of this paragraph, article 25 (private rights) and article 33 (statutory undertakers), in the case of the Order land identified in the Book of Reference as land in which only new rights or the benefit of restrictive covenants 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 the Book of Reference.

(3) 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 9 (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.

(4) Schedule 9 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(7) 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.

(8) 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 (temporary use of land for constructing the authorised development) or article 32 (temporary use of land for maintaining the authorised development) are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 33 (statutory undertakers) applies.

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

(a) any notice given by the undertaker before—

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

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

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

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

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

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

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

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

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

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

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

(9) 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.

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

(3) In section 1 (application of the Act), for subsection 2 substitute—

> "(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.".

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

(5) In section 5B(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)".

(6) In section 6 (notices after extension of declaration), in subsection (1)(b) for "section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981" substitute "section 134 (notice of authorisation of compulsory acquisition of the Planning Act 2008".

(7) In section 7 (constructive notice to treat), in subsection (1)(a) omit the words "(as modified by section 4 of the Acquisition of Land Act 1981)".

(8) In 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 or airspace only) of the Meridian Solar Farm Order 202[ ], which excludes the acquisition of subsoil or airspace only from this Schedule.".

(9) 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.

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

(3) In section 11A (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after "land" insert "under that provision"; and

(b) in subsection (2), after "land" insert "under that provision".

(4) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

"(2) But see article 29(3) (acquisition of subsoil or airspace only) of the Meridian Solar Farm Order 202[ ], which excludes the acquisition of subsoil or airspace 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 Meridian Solar Farm Order 202[ ].".

Acquisition of subsoil or airspace only

29.—(1) The undertaker may compulsorily acquire so much of, or such rights in, the subsoil of, or the airspace of, the land referred to in article 21 (compulsory acquisition of land) and article 24 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired or for which rights over or under land may be acquired under those provisions instead of acquiring the whole of the land.

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

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

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act as modified by Schedule 9 (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)(**a**) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

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

Rights under or over streets

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

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing of 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 identified in the Book of Reference as land over which temporary possession may be taken, for the purpose specified in relation to the land in the Book of Reference; and

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

(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;

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

(**b**) 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.

(**c**) 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.

(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;

(b) unless referred to in paragraph (1)(a)(i), a garden belonging to a house; or

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

(3) Not less than 2 weeks' 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 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 (permanent means of 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 (requirements);

(f) remove any protective works which have been placed on the land under article 19 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 the Book of Reference as land in which only new rights or the benefit of restrictive covenants 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 or airspace 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 4 weeks' 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 ecology 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 13 (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 and crown land plans within the Order land;

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

(c) construct the authorised development in such a way as to cross underneath or over apparatus belonging to statutory undertakers within the Order limits; and

(d) construct over existing apparatus belonging to statutory undertakers any necessary track or roadway (whether temporary or permanent) together with the right to maintain or remove the same and install such service media under or over the existing apparatus needed in connection with the authorised development.

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 9 (street works), article 11 (power to alter layout, etc., of streets), article 12 (construction and maintenance of altered streets) or article 13 (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 13 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

35.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 33 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 33, 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.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

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

"public utility undertaker" 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.

(2) Paragraph (1) does not apply to Work No. 15 in respect of which the provisions of this Order are for the benefit of the undertaker and National Grid Electricity Transmission.

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;

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

(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; and

(f) a copy of the document effecting the transfer or grant.

(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.

Operational land for the purposes of the 1990 Act

39. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as operational land) of the 1990 Act.

Felling or lopping of trees and removal of hedgerows

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;

(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, the table in Part 2, and the table in Part 3 of Schedule 10 (hedgerows to be removed, managed or affected) to the extent set out in the landscape and ecology management plan approved pursuant to requirement 7 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 within or overhanging land within the Order limits provided the relevant tree preservation order was made after the date of this Order.

(2) In carrying out any activity authorised by paragraph (1)—

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

(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

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

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

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 11 (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.

(2) 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 11 (documents and plans to be certified) with the documents listed in column 2 of that table.

(3) 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.

(4) 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 12 (arbitration rules) of this Order.

(2) Any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not subject to arbitration.

Protective provisions

45. Schedule 13 (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 one week 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 one week 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.

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

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

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

(3) Schedule 14 (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.

(4) Save for applications made pursuant to Schedule 14 (procedure for discharge of requirements) 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.

(5) Where any application is made as described in paragraph (1), the undertaker must include a statement in such application that refers to the timeframe for consideration of the application and the consequences of failure to meet that timeframe as prescribed by paragraph (4).

(6) Schedule 14 (procedure for discharge of requirements) does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 13 (protective provisions) or any dispute under article 19(6) (protective works to buildings).

(7) In this article "consenting authority" means the relevant planning authority, highway authority, traffic authority, street authority, the owner of a watercourse, sewer or drain or the beneficiary of any of the protective provisions contained in Schedule 13 (protective provisions).

Guarantees in respect of payment of compensation

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.

Signed by authority of the Secretary of State

Signature
Address Title
Date Department

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

Interpretation

1. In this Schedule—

"cable sealing end compound" means the on-ground compound containing electrical infrastructure used as the transition point between overhead electric line and underground cables.

"electrical cables" means—

(a) cables of differing types and voltages installed for the purposes of conducting electricity, auxiliary cables, cables connecting to direct current (DC) boxes, earthing cables and optical fibre cables; and

(b) works associated with cable laying including jointing bays, hardstanding adjoining the jointing pits, combiner boxes, fibre bays, cable ducts, cable protection, joint protection, manholes, kiosks, marker posts, underground cable marker, tiles and tape, send and receive pits for trenchless crossings, trenching, lighting, earthing rods, and a pit or container to capture fluids associated with drilling;

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

"mounting structure" means a frame or rack made of galvanised steel or other material designed to support the solar panels and mounted on piles driven into the ground, piles rammed into bare ground, a pillar attaching to a steel ground screw, pillars fixed to a concrete foundation or feet, or pillars set in concrete in a pre-made hole in the ground;

"National Grid Substation" means a proposed 400kV substation in the vicinity of Weston, that will be owned and operated by National Grid Electricity Transmission;

"permissive paths" means new public access ways providing restricted public access within the Order limits along the route shown on the streets, rights of way and access plans;

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

"solar stations" means inverters, transformers and switchgear comprising either—

(a) a configuration where transformers, inverters and switchgear will be housed in a single container located on a concrete beam or block foundation; or screw piles, rammed piles or compacted hardcore foundation. There will be a perimeter of stone or gravel around the container; or

(b) a configuration where transformers and switchgear will be housed in a single container and inverters provided in either a separate single container or inverters provided separately and mounted on a ground mounted frame which is parallel to the mounting structure. Each container will be located on a concrete beam or block foundation; or screw piles, rammed piles or compacted hardcore foundation. There will be a perimeter of stone or gravel around each container; or

(c) a configuration where transformers, switchgear and inverters will be provided separately, which may be in one or more containers. Inverters may also be provided separately and mounted on a ground mounted frame which is parallel to the mounting structure. Any container will be located on a concrete beam or block foundation; or screw piles, rammed piles or compacted hardcore foundation. There will be a perimeter of stone or gravel around any container; and inverters provided separately and mounted on a ground mounted frame which is parallel to the mounting structure;

"substation" means a compound containing electrical equipment required to switch, transform and convert electricity;

"switchgear" means a combination of electrical disconnect switches, fuses or circuit breakers used to control, protect and isolate electrical equipment; and

"transformer" means a structure containing an electrical device to transform electricity to a different voltage.

Solar generating station

2. In the South Holland District of Lincolnshire 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 comprising up to one generating station with a gross electrical output capacity of over 100 megawatts (alternating current) and comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

Work No. 1 – a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 100 megawatts (alternating current) including—

(a) solar panels fitted to mounting structures; and

(b) solar stations;

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

Work No. 2 – battery energy storage system including—

(a) battery energy storage system (BESS) units each comprising an enclosure for BESS electro-chemical components and associated equipment, with the enclosure being of metal façade, joined or close coupled to each other, mounted on one or more of reinforced concrete foundation slab, concrete piles, ground screws, metal piles or compacted stone/gravel;

(b) transformers and associated bunding;

(c) inverters, switchgear, power conversion systems (PCS) and ancillary equipment;

(d) containers or enclosures housing all or any of Work Nos. 2(b) and (c) and ancillary equipment;

(e) monitoring and control systems housed within the containers or enclosures comprised in Work Nos. 2(a) or (d) or located separately in its own container, enclosure or office facilities;

(f) heating, ventilation and air conditioning (HVAC) systems either housed on or within each of the containers or enclosures comprised in Work Nos. 2(a), (d) and (e), attached to the side or top of each of the containers or enclosures, or located separate to but near to each of the containers or enclosures;

(g) electrical cables including electrical cables connecting to Work No. 3;

(h) bunded impermeable surface to manage surface water drainage;

(i) fire safety infrastructure including water storage tanks, hydrants, impermeable water capture basins and a shut-off valve for containment of fire water and hard standing to accommodate emergency vehicles;

(j) containers or similar structures to house spare parts and materials required for the day to day operation of the BESS facility; and

(k) parking areas.

Work No. 3A – development of onsite 400kV substation and associated works including—

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

(b) monitoring and control systems housed within a control building or located separately in their own containers or control rooms, with welfare, security and office facilities;

(c) foundations and steelwork to construct and install the gantry to connect to the overhead electric line; and

(d) parking areas.

Work No. 3B – development of onsite 132kV substation and associated works including—

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

(b) monitoring and control systems housed within a control building or located separately in their own containers or control rooms, with welfare, security and office facilities;

(c) foundations and steelwork to construct and install the gantry to connect to the inter-array electric line; and

(d) parking areas.

Work No. 4 – works to install inter-array electrical connections underground, including electrical cables, including but not limited to electrical cables connecting Works No. 3A and 3B to one another including tunnelling, boring and drilling works for trenchless crossings.

Work No. 5 – associated works to Works No. 1 to 8 including—

(a) electrical cables, including but not limited to electrical cables connecting Works No. 1, 2, 3, 4, 5 and 8 to one another and connecting solar panels to one another and the solar stations including tunnelling, boring and drilling works for trenchless crossings;

(b) landscaping, biodiversity and heritage mitigation and enhancement measures including planting;

(c) earthworks;

(d) laying down of temporary footpath diversions, permissive paths, signage and information boards;

(e) hardstanding and parking areas;

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

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

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

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

(j) laying down of internal access tracks, ramps, means of access, footpaths, crossing of watercourses and roads, including the laying and construction of drainage infrastructure, signage and information boards;

(k) construction and decommissioning compounds, including site and welfare offices and areas to store materials and equipment; and

(l) works to divert and underground existing overhead electric lines.

Work No. 6 – works to facilitate access to Work Nos. 1 to 16 including—

(a) creation of accesses from the public highway;

(b) creation of visibility splays;

(c) works to widen and surface the public highway and private means of access; and

(d) works adjacent to highways and accesses including those to structures, boundary features, drainage features on private land to facilitate Works No 6(a) to (c) and also those required for the facilitation of movement of abnormal indivisible loads associated with the authorised development.

Work No. 7 – areas of habitat management and permissive paths including—

(a) landscape and biodiversity mitigation and/or enhancement measures;

(b) habitat creation and management including earthworks and landscaping, signage and information boards;

(c) construction of drainage infrastructure and means of access;

(d) laying down of internal access tracks, means of access and crossing of watercourses, permissive paths; and

(e) fencing, gates, boundary treatment and other means of enclosure.

Above ground inter-array overhead electric line

3. In the South Holland District of Lincolnshire a nationally significant infrastructure project and associated development under section 115(1)(b) of the 2008 Act comprising above ground electric lines as defined in section 16 of the 2008 Act and comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

Work No. 8 – works to install 132kV inter-array electric lines, including—

(a) the installation of overhead electric lines as shown on Sheets 5, 6, 7 and 9 of Section A of the works plans connecting Works No. 3B and 3B to one another;

(b) the structures to construct new poles;

(c) the installation of conductors, insulators and fittings, including downleads and downdroppers as necessary; and

(d) the installation of fibre optic earthwire conductors, with optical fibres terminated in joint boxes.

Overhead electric line

4. In the South Holland District of Lincolnshire a nationally significant infrastructure project and associated development under section 115(1)(b) of the 2008 Act comprising above ground electric lines as defined in section 16 of the 2008 Act and comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

Work No. 9 – overhead electric line from Work No. 3A(c) to Cable Sealing End Compound South—

Works to construct and install a new overhead electric line as shown on Sheet 1 of Section A and Sheets 1 and 2 of Section B of the work plans between Work No. 3A(c) and the sealing end compound gantry at the Cable Sealing End Compound South, including—

(a) the foundations and steelwork to construct new pylons;

(b) the installation of up to 4 kilometres of overhead electric line between Work No. 3A(c) and the sealing end compound gantry at the Cable Sealing End Compound South;

(c) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within Work No. 3A(c) and the Cable Sealing End Compound South;

(d) the installation of fibre optic earthwire conductors, with optical fibres terminated in joint boxes;

Work No. 10 – Cable Sealing End Compound South

Works to construct and install a new cable sealing end compound south as shown on Sheet 2 of Section B of the work plans, including—

(a) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead electric line conductors including gantries;

(b) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems,

portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantry, transformers, cables, surface troughs, fibre optic cable and joint boxes;

(c) permanent vehicular access road(s), hardstanding, drainage (including attenuation ponds), and site services, including power supply; and

(d) landscaping, including mitigation planting.

Work No. 11 —Underground transmission electrical cables from the Cable Sealing End Compound South to the Cable Sealing End Compound North

Works as shown on Sheet 2 of Section B of the works plans to construct and install new underground transmission electrical cables (up to 0.4 kilometres in length) in the section of works between the Cable Sealing End Compound South and the Cable Sealing End Compound North including— the installation of up to 0.4 kilometres of underground 400kV electrical cables, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection control systems, to facilitate a connection between the Cable Sealing End Compound South and the Cable Sealing End Compound North.

Work No. 12 – Cable Sealing End Compound North—

Works to construct and install a new Cable Sealing End Compound North as shown on Sheet 2of Section B of the work plans, including—

(a) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead electric line conductors including gantries;

(b) Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantry, transformers, cables, surface troughs, fibre optic cable and joint boxes;

(c) permanent vehicular access road(s), hardstanding, drainage (including attenuation ponds), and site services, including power supply; and

(d) landscaping, including mitigation planting.

Work No. 13 – overhead electric line from Cable Sealing End Compound North to Work No. 14

Works to construct and install a new overhead electric line as shown on Sheets 2, 3 and 4 of Section B of the work plans between the sealing end compound gantry at the Cable Sealing End Compound North and Work No. 14, including—

(a) the foundations and steelwork to construct new pylons;

(b) the installation of up to 8 kilometres of overhead electric line between the sealing end compound gantry at the Cable Sealing End Compound North and Work No. 14;

(c) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within Cable Sealing End Compound North and Work No. 14; and

(d) the installation of fibre optic earthwire conductors, with optical fibres terminated in joint boxes.

Work No. 14 – connection works between Work No. 13 and Work No. 15

Works to construct and install a new overhead electric line and/or new underground transmission electrical cables in the area shown on Sheets 4 and 5 of Section B of the work plans connecting Work No. 13 and Work No. 15, including—

(a) the installation of overhead electric line between the northern end of Work No. 14 and the connection point of the National Grid Substation within Work No. 15, including-

(i) the foundations and steelwork to construct new pylons;

(ii) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within Work No. 14 and Work No. 15;

(iii) the installation of fibre optic earthwire conductors, with optical fibres terminated in joint boxes;

(b) the installation of underground 400kV electrical cables including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection control systems, to facilitate a connection between Work No. 14 and Work No. 15;

(c) works to construct and install new cable sealing end compound(s) as necessary to connect any overhead electric line(s) and underground electrical cable(s), including-

(i) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead electric line conductors including gantries;

(ii) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the cable sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantry , transformers, cables, surface troughs, fibre optic cable and joint boxes;

(iii) permanent vehicular access road(s), hardstanding, drainage (including attenuation ponds), and site services, including power supply; and

(iv) landscaping, including mitigation planting.

Work No 15 – National Grid Substation Tie-In Works

Works as shown on Sheet 4 and 5 of Section B of the works plans to construct and install a new gantry and associated tie in works to connect Work No. 14 to the National Grid Substation, including—

(a) foundations and steelwork to construct the new gantry;

(b) the installation of conductors, busbars, shunt reactors, switchgear and fittings, including downleads and downdroppers at the new gantry; and

(c) the installation of fibre optic conductors, with optical fibre terminated in joint boxes.

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

Work No. 16 — Grid Connection Corridor Site Compounds

Works to construct temporary site compounds as part of the construction, maintenance and decommissioning of the authorised development and in each case including—

(a) earthworks, soil stripping and storage, ground improvement;

(b) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges);

(c) drainage works (including attenuation ponds);

(d) offices and staff welfare facilities;

(e) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(f) utility service connection or on site storage for later disposal of grey water and sanitation;

(g) emergency electrical generator;

(h) materials, tools and fuel storage and laydown areas;

(i) assembly areas;

(j) plant and equipment storage areas;

(k) wheel cleaning facilities;

(l) security cabin and fencing and gates;

(m) construction and security lighting; and

(n) construction waste management facilities.

In connection with and in addition to Work Nos. 1 to 16 further associated development within the Order limits, including—

(a) works for the provision of fencing and security measures such as CCTV, columns, lighting and communication boxes;

(b) laying down of internal access tracks, ramps and span bridges, aprons, means of access, wheel cleaning facilities, non-motorised links, footpaths and footways, laying and surfacing of permissive paths;

(c) works to widen and surface the public highway and create or modify private means of access including works adjacent to highways and accesses including those to structures, boundary features, drainage features on private land;

(d) laying down of temporary footpath diversions, permissive paths and construction of drainage infrastructure, signage and information boards;

(e) temporary traffic management measures;

(f) bunds, embankments, trenching, swales, abutments, foundations, retaining walls and wing walls;

(g) boundary treatments, including means of enclosure;

(h) habitat creation and management including earthworks, landscaping, means of enclosure and the laying and construction of drainage infrastructure;

(i) creation and maintenance of landscaping and other works to mitigate any adverse effects of construction, maintenance or operation of the authorised development;

(j) 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;

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

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

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

(n) installation of wires, cables, ducts, pipes and conductors, establishment of winching points and the installation of scaffolding;

(o) 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;

(p) tunnelling, boring and drilling works;

(q) construction and decommissioning compounds, including site and welfare offices and areas to store materials and equipment;

(r) working sites in connection with the construction and decommissioning of the authorised development and its restoration; and

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

and further associated development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance or decommissioning of the authorised development but only within the Order limits

and insofar as they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

SCHEDULE 2

Article 3

REQUIREMENTS

Interpretation

1. In this Schedule—

"relevant planning authority" means—

(a) Lincolnshire County Council (or any successor authority) in its capacity as the local planning authority for the purposes of—

(i) Requirement 6 (battery safety management);

(ii) Requirement 10 (surface and foul water drainage);

(iii) Requirement 11 (archaeology);

(iv) Requirement 14 (waste management plan);

(v) Requirement 15 (construction traffic management plan);

(vi) Requirement 17 (public rights of way);

(vii) Requirement 19 (soil management plan); and

(b) South Holland District Council (or any successor authority) in its capacity as local planning authority for the purposes of—

(i) Requirement 3 (approved details and amendments to them);

(ii) Requirement 4 (community liaison group);

(iii) Requirement 5 (detailed design approval);

(iv) Requirement 7 (landscape and ecology management plan);

(v) Requirement 8 (biodiversity net gain);

(vi) Requirement 9 (fencing and other means of enclosure);

(vii) Requirement 12 (construction environmental management plan);

(viii) Requirement 13 (operational environmental management plan);

(ix) Requirement 18 (operational noise);

(x) Requirement 20 (skills, supply chain and employment);

(xi) Requirement 21 (decommissioning and restoration);

and "relevant planning authorities" means Lincolnshire County Council and South Holland District Council.

Commencement of the authorised development

2. The authorised development must not commence after the expiration of seven years from the date this Order comes into force.

Approved details and amendments to them

3.—(1) With respect to the documents certified under article 42 (certification of plans and documents, etc.) and any plans, details or schemes which have been approved pursuant to any requirement (together the "Approved Documents, Plans, Details or Schemes"), the undertaker may submit to the relevant planning authority for approval of any amendments to any of the Approved Documents, Plans, Details or Schemes and, following approval by the relevant planning authority, the relevant Approved Documents, Plans, Details or Schemes is to be taken to include the amendments as so approved pursuant to this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to any of the Approved Documents, Plans, Details or Schemes must not be given except where it has been demonstrated to the satisfaction of the 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 from those assessed in the environmental statement.

(3) Where under any of the requirements the approval, agreement or confirmation of the relevant planning authority is required, that approval, agreement or confirmation must be provided in writing.

(4) Within 10 working days of the date of final commissioning the undertaker must serve written notice of the date of final commissioning on the relevant planning authority.

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.

(2) 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.

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

Detailed design approval

5.—(1) No part of the authorised development may commence until details of—

(a) layout;

(b) scale;

(c) proposed finished ground levels;

(d) external appearance;

(e) hard surfacing materials;

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

(g) refuse or other storage units, fencing, signs and lighting, relating to that part have been submitted and approved by the relevant planning authority.

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

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

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.

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

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

(4) The battery safety management plan must be implemented as approved and maintained throughout the construction, operation and decommissioning of Work No. 2.

Landscape and ecology management plan

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

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

(3) The landscape and ecology management plan must be implemented as approved and maintained throughout the operation of the relevant part(s) of the authorised development to which the plan relates.

(4) For the purposes of sub-paragraph (1), "commence" includes part (h) (site clearance (including vegetation removal, demolition of existing buildings and structures)) and part (i) (advanced planting to allow for an early establishment of protective screening) of permitted preliminary works.

Biodiversity net gain

8.—(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 for that part, in consultation with the relevant statutory nature conservation body.

(2) The biodiversity net gain strategy must include details of how the strategy will secure a minimum of 10% biodiversity net gain for habitat units, a minimum of 400% biodiversity net gain for hedgerow units and a minimum of 10% biodiversity net gain for watercourse units as substantially in accordance with the methodology outlined in the outline landscape and ecology management plan and must be implemented as approved.

(3) The biodiversity net gain strategy must be maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

Fencing and other means of enclosure

9.—(1) No part of the authorised development may commence until 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.

(2) No part of the authorised development may commence until 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.

(3) For the purposes of sub-paragraph (1), "commence" includes any permitted preliminary works.

(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.

Surface and foul water drainage

10.—(1) No part of the authorised development may commence until details of the surface water drainage strategy and (if any) foul water drainage system (including means of pollution control) for that part have been submitted to and approved by the relevant planning authority for that part, such approval to be in consultation with Anglian Water and the Environment Agency.

(2) The drainage strategy must be substantially in accordance with the outline drainage strategy.

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

Archaeology

11.—(1) No part of the authorised development may commence, and no part of the permitted preliminary works for that part may commence, until the final archaeological mitigation and management strategy and site-specific written scheme of investigation for that part have been submitted to and approved by the relevant planning authority.

(2) For the purposes of sub-paragraph (1), "commence" includes any permitted preliminary works excluding part (a) (environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purposes of assessing ground conditions).

(3) The final archaeological mitigation and management strategy and site-specific written scheme of investigation must be substantially in accordance with the outline archaeological mitigation and management strategy and must be implemented as approved.

Construction environmental management plan

12.—(1) No part of the authorised development may commence, and no part of the permitted preliminary works for that part 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 relevant highway authority, the Environment Agency and Lincolnshire County Council.

(2) For the purposes of sub-paragraph (1), "commence" includes any permitted preliminary works excluding—

(a) environmental surveys and other non-intrusive surveys and investigations for the purpose of assessing ground conditions;

(b) removal of plant and machinery;

(c) the provision of temporary means of enclosure and site security for construction;

(d) the temporary display of site notices or advertisements; and

(e) advanced planting to allow for an early establishment of protective screening.

(3) The construction environmental management plan must be substantially in accordance with the outline construction environmental management plan and must be implemented as approved.

(4) The plan submitted and approved pursuant to sub-paragraph (1) must include a site waste management plan that must be substantially in accordance with the outline site waste management plan and must be implemented as approved.

Operational environmental management plan

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

(2) The operational environmental management plan must be substantially in accordance with the outline operational environmental management plan and must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

Waste management plan

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

(2) The site waste management plan must be substantially in accordance with the relevant parts of the outline site waste management plan, must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

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. Such approval to be in consultation with the relevant highway authority and National Highways Limited.

(2) The construction traffic management plan must be substantially in accordance with the outline construction traffic management plan and must be implemented as approved.

Permissive path

16.—(1) Work No. 7(d) must be provided and open to the public prior to the date of final commissioning of Work No. 1.

(2) The permissive path must be maintained and access by the public permitted for 364 days a year except where closure is required for maintenance or in an emergency until the date of decommissioning.

Public rights of way

17.—(1) No part of the authorised development may commence until a public rights of way management plan for any sections of public rights of way shown to be temporarily closed or managed within Schedule 6 (streets and public rights of way) for that part has been submitted to and approved by the relevant planning authority, in consultation with the relevant highway authority.

(2) The public rights of way management plan must be substantially in accordance with the outline public rights of way management plan and must be implemented as approved and maintained throughout the construction, operation and decommissioning of the relevant part of the authorised development to which the plan relates.

Operational noise

18.—(1) No part of Work Nos. 1 – 3 or Work Nos. 10 - 15 may commence until an operational noise assessment containing details of how the design of the authorised development has incorporated mitigation to ensure the operational noise rating levels as set out within Section 13.9 of Chapter 13 of the environmental statement are to be complied with for that part, and that assessment has been submitted to and approved by the relevant planning authority for that part.

(2) The mitigation measures described in the operational noise assessment for each part of the authorised development must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

Soil management plan

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

(2) The soil management plan must be substantially in accordance with the outline soil management plan and must be implemented as approved and maintained throughout the operation of the relevant parts of the authorised development to which the plan relates.

Skills, supply chain and employment

20.—(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.

(2) The skills, supply chain and employment plan must be substantially in accordance with the outline skills, supply chain and employment plan and must be implemented as approved and maintained throughout the construction, operation and decommissioning of the relevant part of the authorised development to which the plan relates.

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

Decommissioning and restoration

21.—(1) Unless otherwise agreed with the relevant planning authority, no later than 12 months prior to the date that the undertaker intends to decommission any part of the authorised development, the undertaker must submit to the relevant planning authority for approval a decommissioning environmental management plan for that part. Such approval to be in consultation with the Environment Agency and Lincolnshire County Council.

(2) Decommissioning must commence no later than 40 years following the date of final commissioning.

(3) The plan submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the outline decommissioning environmental management plan and must be implemented as approved.

SCHEDULE 3

Article 7

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) Anglian Water Authority Act 1977;

(b) Blue Gowt Drain Act 1832;

(c) Crowland Inclosure Act 1801;

(d) Crowland Inclosures and Drainage Act 1818;

(e) Electric Lighting Orders (No 1) Act 1905;

(f) Great Northern Railway (Junctions) Act 1865;

(g) Great Northern Railway (Spalding to March) Act 1863;

(h) Kesteven and Holland Inclosures and Drainage Act 1801;

(i) Lincolnshire Drainage Act 1847;

(j) Local Government Board's Provisional Orders Confirmation (No 12) Act 1903;

(k) Moulton &c Salt Marches Act 1873;

(l) North Level Commission Act 1830;

(m) Norwich And Spalding Railway Act 1853;

(n) River Glen Act 1916;

(o) Road from James Deeping Stone Bridge through Stamford to Morcott Act 1806;

(p) Road from James Deeping Stone Bridge to Stamford and to Morcott Act 1829;

(q) South Holland Drainage Spalding and Cowbit Road Act 1838;

(r) South Holland Drainage and Road from Spalding High Bridge Act 1817;

(s) South Lincolnshire Water Act 1906;

(t) Spalding and Bourn Railway Act 1862; and

(u) Stamford and Spalding Railway 1846.

SCHEDULE 4

Article 9

STREETS SUBJECT TO STREET WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Description of the street works*
Lincolnshire County Council	Cloot Drove	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near to and continuing to the north of access 01A/02 and near access 01A/09 on Sheets 1A and 2A of the streets, rights of way and access plans.
Lincolnshire County Council	Queen's Bank	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near to and continuing to the west of access 03A/01 and near access 03A/05 on Sheet 3A of the streets, rights of way and access plans.
Lincolnshire County Council	Spalding Road	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 04A/01 and 04A/02 on Sheet 4A of the streets, rights of way and access plans.
Lincolnshire County Council	Martins Road	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 05A/04 and 06A/05 on Sheets 5A and 6A of the streets, rights of way and access plans.
Lincolnshire County Council	B1166 Hull's Drove	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near accesses 06A/06 and 06A/10 on Sheet 6A of the streets, rights of way and access plans.
Lincolnshire County Council	Back Bank	Street works to facilitate carriageway surface repairs for the length shown in green

		patterned hatching near accesses 06A/11 and 07A/14 on Sheets 6A, 7A and 8A of the streets, rights of way and access plans.
Lincolnshire County Council	Green Bank	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 07A/15 and 07A/21 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Eaugate Road	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 07A/21 and 07A/24 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Chapel Hill	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 07A/22 and 07A/30 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Chapel Gate	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 07A/31 and 07A/38 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Dog Drove	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 07A/39 and 07A/53 on Sheets 7A and 9A of the streets, rights of way and access plans.
Lincolnshire County Council	B1166 Long Lane	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near accesses 08A/42 and 08A/47 on Sheet 8A of the streets, rights of way and access plans.
Lincolnshire County Council	New Fen Drove	Street works to facilitate carriageway surface repairs for the length shown in green

		patterned hatching near access 08A/43 and to the south beyond access 08A/44 on Sheet 8A of the streets, rights of way and access plans.
Lincolnshire County Council	Langary Gate Road	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near the cross roads where Langary Gate Road meets B1166 Long Lane, New Fen Drove and B1166 MIll Lane and 12A/19 on Sheets 8A, 9A, 10A, 11A and 12A of the streets, rights of way and access plans.
Lincolnshire County Council	B1166 Mill Lane	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near accesses 08A/46 and 10A/01 on Sheets 8A and 10A of the streets, rights of way and access plans.
Lincolnshire County Council	Holbeach Drove Gate B1168	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 08A/12 and 09A/12 on Sheets 7A, 8A, 9A and 10A of the streets, rights of way and access plans.
Lincolnshire County Council	A16 Spalding Bypass	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near to access 01B/02 and continuing to the south and access 01B/06 on Sheet 1B of the streets, rights of way and access plans.
Lincolnshire County Council	Moulton Chapel Road	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near access 01B/20 and continuing to the east and access 01B/25 on Sheets 1B and 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Delgate Bank	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green

		patterned hatching near access 02B/01 and continuing to the south and access 02B/04 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Delgate Bank	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near access 02B/07 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Delgate Bank	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near access 02B/08 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	West Gate	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near access 02B/12 and access 02B/14 and continuing to the north on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Moulton Mere Bank	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near access 02B/15 and continuing to the north east towards access 02B/17 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Whirl Gate	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 03B/01 and 03B/07 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Austendike Road	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 03B/08 and 03B/17 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Long Lane	Street works to facilitate cable installation works and carriageway surface repairs for

		the length shown in green patterned hatching near access 03B/18 and near 03B/19 and continuing to the north east on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Delgate Bank	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near access 03B/20 and continuing to the south and near 03B/24 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Broad Gate	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 03B/34 and 03B/33 on Sheets 3B and 4B of the streets, rights of way and access plans.
Lincolnshire County Council	A151 High Road	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 04B/03 and 04B/21 on Sheet 4B of the streets, rights of way and access plans.
Lincolnshire County Council	Cross Gate	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near access 04B/07 and continuing to the north east on Sheet 4B of the streets, rights of way and access plans.
Lincolnshire County Council	Cross Gate	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near accesses 04B/16 and 04B/19 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	A151	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near accesses 04B/31 and 04B/32 and continuing to the north

		and south on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Runway	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near access 04B/33 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Wiseman's Gate	Street works to facilitate carriageway surface repairs for the length shown in green patterned hatching near accesses 04B/34 and 04B/35 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Stone Gate	Street works to facilitate cable installation works and carriageway surface repairs for the length shown in green patterned hatching near access 05B/12 and continuing to the east and near 05B/18 on Sheet 5B of the streets, rights of way and access plans.

SCHEDULE 5

Article 11 and Article 12

ALTERATION OF STREETS

(1) *Area*	*(2)* *Street*	*(3)* *Description of alteration*
Lincolnshire County Council	Cloot Drove	Alteration of layout of Cloot Drove in the area depicted in solid green near the accesses marked 01A/02 and 01A/03 and continuing to the north and south as shown on Sheets 1A and 2A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Cloot Drove	Alteration of layout of Cloot Drove in the area depicted in solid green near the accesses marked 01A/06 and 01A/09 as shown on Sheets 1A and 2A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Queen's Bank	Alteration of layout of Queen's Bank in the area depicted in solid green near the access marked 03A/01 and continuing to the east and near access 03A/05 as shown on Sheet 3A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Spalding Road	Alteration of layout of Spalding Road in the area depicted in solid green near the accesses marked 04A/01 to 04A/02 and continuing to the south as shown on Sheet 4A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Martins Road	Alteration of layout of Martins Road in the area depicted in solid green near the accesses marked 05A/04 and 06A/05 as shown on Sheets 5A and 6A of the streets, rights of way and access plans subsequent to improvements to adjoining field access and installation of

		passing places.
Lincolnshire County Council	Green Bank	Alteration of layout of Back Bank in the area depicted in solid green near the accesses marked 07A/15 to 07A/21 as shown on Sheet 7A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Eaugate Road	Alteration of layout of Eaugate Road in the area depicted in solid green near the accesses marked 07A/21 to 07A/24 and continuing to the north as shown on Sheet 7A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Chapel Hill	Alteration of layout of Chapel Hill in the area depicted in solid green near the accesses marked 07A/22 to 07A/30 and continuing to the north as shown on Sheet 7A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Chapel Gate	Alteration of layout of Chapel Gate in the area depicted in solid green near the accesses marked 07A/34 to 07A/35 and continuing to the north and south as shown on Sheet 7A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Dog Drove	Alteration of layout of Dog Drove in the area depicted in solid green near the accesses marked 07A/44 to 07A/51 as shown on Sheets 7A and 9A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Langary Gate Road	Alteration of layout of Langary Gate Road in the area depicted in solid green near the cross roads where Langary Gate Road meets B1166 Long Lane, New Fen Drove and B1166 MIll Lane and 12A/19

		as shown on Sheets 8A, 9A, 10A, 11A and 12A of the streets, rights of way and access plans subsequent to improvements to adjoining field access and installation of passing places.
Lincolnshire County Council	Holbeach Drove Gate	Alteration of layout of Holbeach Drove Gate in the area depicted in solid green near the accesses marked 09A/06 to 09A/12 as shown on Sheet 9A of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	A16 Spalding Bypass	Alteration of layout of A16 Spalding Bypass in the area depicted in solid green near the access marked 01B/02 and continuing to the south and near access 01B/06 as shown on Sheet 1B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Moulton Chapel Road	Alteration of layout of Moulton Chapel Road in the area depicted in solid green near the access marked 01B/20 and continuing to the east and near to access 01B/25 as shown on Sheets 1B and 2B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Delgate Bank	Alteration of layout of Delgate Bank in the area depicted in solid green near the access marked 02B/01and continuing to the south and near to access 02B/04 as shown on Sheet 2B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Delgate Bank	Alteration of layout of Delgate Bank in the area depicted in solid green near the accesses marked 02B/07 as shown on Sheet 2B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Delgate Bank	Alteration of layout of Delgate

		Bank in the area depicted in solid green near the accesses marked 02B/08 as shown on Sheet 2B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	West Gate	Alteration of layout of West Gate in the area depicted in solid green near the access marked 02B/12 and continuing north beyond access 02B/14 as shown on Sheet 2B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Whirl Gate	Alteration of layout of Whirl Gate in the area depicted in solid green near the access marked 03B/03 and continuing east and near to access 03B/05 as shown on Sheet 3B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Austendike Road	Alteration of layout of Austendike Road in the area depicted in solid green near the accesses marked 03B/08 and 03B/17 as shown on Sheet 3B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Delgate Bank	Alteration of layout of Delgate Bank in the area depicted in solid green near the access marked 03B/20 and continuing to the south and near to access 03B/24 as shown on Sheet 3B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Broad Gate	Alteration of layout of Broad Gate in the area depicted in solid green near the accesses marked 03B/26 to 03B/33 as shown on Sheets 3B and 4B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	A151 High Road	Alteration of layout of A151

		High Road in the area depicted in solid green near the accesses marked 04B/03 to 04B/21 as shown on Sheet 4B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	A151	Alteration of layout of A151 in the area depicted in solid green near the accesses marked 04B/31 and 04B/32 and continuing to the north and south on Sheets 4B and 5B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Runway	Alteration of layout of The Runway in the area depicted in solid green near the access marked 04B/33 as shown on Sheets 4B and 5B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Wiseman's Gate	Alteration of layout of Wiseman's Gate in the area depicted in solid green near the accesses marked 04B/34 and 04B/35 on Sheets 4B and 5B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.
Lincolnshire County Council	Stone Gate	Alteration of layout of Stone Gate in the area depicted in solid green near the accesses marked 05B/12 and 05B/13 and continuing to the south and north west on Sheet 5B of the streets, rights of way and access plans subsequent to improvements to adjoining field access.

SCHEDULE 6

Article 13

STREETS AND PUBLIC RIGHTS OF WAY

PART 1

TEMPORARY PROHIBITION OR RESTRICTION OF USE OF STREETS

(1) *Area*	*(2)* *Location*	*(3)* *Measure*
Lincolnshire County Council	Cloot Drove	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheets 1A and 2A of the streets, rights of way and access plans.
Lincolnshire County Council	Queen's Bank	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 3A of the streets, rights of way and access plans.
Lincolnshire County Council	Spalding Road	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 4A of the streets, rights of way and access plans.
Lincolnshire County Council	Martins Road	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheets 5A and 6A of the streets, rights of way and access plans.
Lincolnshire County Council	B1166 Hull's Drove	Temporary partial closure to

		all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in green patterned hatching on Sheet 6A of the streets, rights of way and access plans.
Lincolnshire County Council	Back Bank	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in patterned green hatching on Sheets 6A, 7A and 8A of the streets, rights of way and access plans.
Lincolnshire County Council	Green Bank	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Eaugate Road	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Chapel Hill	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Chapel Gate	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 7A of the streets, rights

		of way and access plans.
Lincolnshire County Council	Dog Drove	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheets 7A and 9A of the streets, rights of way and access plans.
Lincolnshire County Council	Holbeach Drove Gate B1168	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in solid green and patterned hatching on Sheets 7A, 8A and 9A of the streets, rights of way and access plans.
Lincolnshire County Council	B1166 Long Lane	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in green patterned hatching on Sheet 8A of the streets, rights of way and access plans.
Lincolnshire County Council	New Fen Drove	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in green patterned hatching on Sheet 8A of the streets, rights of way and access plans.
Lincolnshire County Council	Langary Gate Road	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheets 8A, 9A, 10A, 11A and 12A of the streets, rights of way and access plans.
Lincolnshire County Council	B1166 Mill Lane	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for

		the length coloured in green patterned hatching on Sheets 8A and 10A of the streets, rights of way and access plans.
Lincolnshire County Council	A16 Spalding Bypass	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 1B of the streets, rights of way and access plans.
Lincolnshire County Council	Moulton Chapel Road	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheets 1B and 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Delgate Bank	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	West Gate	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Moulton Mere Bank	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in green patterned hatching on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Whirl Gate	Temporary full closure to all traffic save for traffic under

		the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Austendike Road	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Long Lane	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in green patterned hatching on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Delgate Bank	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Broad Gate	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheets 3B and 4B of the streets, rights of way and access plans.
Lincolnshire County Council	A151 High Road	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 4B of the streets, rights

		of way and access plans.
Lincolnshire County Council	Cross Gate	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the street works for the length coloured in green patterned hatching on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	A151	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Wiseman's Gate	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Runway	Temporary partial closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Stone Gate	Temporary full closure to all traffic save for traffic under the direction of the undertaker for the width of the street to facilitate the alteration of layout and street works for the length coloured in solid green and patterned hatching on Sheet 5B of the streets, rights of way and access plans.

PART 2

TEMPORARY CLOSURE OF PUBLIC RIGHTS OF WAY WITH DIVERSIONS

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Crow/12/1	Public right of way to be temporarily closed between points PRoW 05A/01 and PRoW 05A/02 as shown on Sheets 5A, 6A and 7A of the streets, rights of way, and access plans to facilitate safe separation of pedestrians from construction traffic during the construction of the Scheme.
Lincolnshire County Council	Wstn/3/1	Public right of way to be temporarily closed between points PRoW 05B/01 and PRoW 05B/05 as shown on Sheets 4B and 5B of the streets, rights of way, and access plans to facilitate safe separation of pedestrians from construction traffic during the construction of the Scheme.

PART 3

PERMANENT USE OF MOTOR VEHICLES ON PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Crow/12/1	Permanent use of motor vehicles under the direction of the undertaker at location PRoW 05A/01 and PRoW 05A/02 as shown on Sheets 5A, 6A and 7A of the streets, rights of way and access plans to facilitate the construction of the Scheme.
Lincolnshire County Council	Wstn/3/1	Permanent use of motor vehicles under the direction of the undertaker at location PRoW 05B/02 and PRoW 05B/03 as shown on Sheet 5B of the streets, rights of way and access plans to facilitate the construction of the Scheme.

PART 4

TEMPORARY MANAGEMENT OF PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Crow/12/1	Public Right of Way between

		points PRoW 05A/01 and PRoW 05A/02 as shown on Sheets 5A, 6A and 7A of the streets, rights of way and access plans to be managed during construction of the Scheme.
Lincolnshire County Council	Flee/8/2	Public Right of Way between points PRoW 12A/01 and PRoW 12A/02 as shown on Sheet 12A of the streets, rights of way and access plans to be managed during construction of the Scheme.
Lincolnshire County Council	Wstn/3/1	Public Right of Way between points PRoW 05B/02 and PRoW 05B/04 as shown on Sheet 5B of the streets, rights of way and access plans to be managed during construction of the Scheme.

PART 5

TEMPORARY MANAGEMENT OF COMMON LAND

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Martins Road	Common Land present on Martins Road in the area depicted in solid purple near the accesses marked 05A/04 and 06A/05 as shown on Sheets 5A and 6A of the streets, rights of way and access plans to be managed during construction of the Scheme.

PART 6

TEMPORARY DIVERSION OF COMMON LAND

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
Lincolnshire County Council	Martins Road	Temporary Diversion of Common Land present on Martins Road in the area depicted in dashed purple near the accesses marked 05A/04 and 05A/12 as shown on Sheets 5A and 6A of the streets, rights of way and access plans to be

		implemented during construction of the Scheme.

SCHEDULE 7

Article 15

PERMANENT MEANS OF ACCESS TO WORKS

(1) *Area*	*(2)* *Location*	*(3)* *Description of means of access*
Lincolnshire County Council	Existing Field Access off Cloot Drove Northbound	Existing field access to be improved at the point marked 01A/02 on Sheets 1A and 2A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Cloot Drove Southbound	Existing field access to be improved at the point marked 01A/03 on Sheets 1A and 2A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Cloot Drove Northbound	Existing field access to be retained and utilised for operational maintenance at the point marked 01A/06 on Sheets 1A and 2A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Cloot Drove Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 01A/07 on Sheets 1A and 2A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Cloot Drove Northbound	Existing field access to be improved at the point marked 01A/08 on Sheets 1A and 2A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Queen's Bank Eastbound	Existing field access to be improved at the point marked 03A/01 on Sheet 3A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Queen's Bank Westbound	Proposed new access to be constructed at the point marked 03A/02 on Sheet 3A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Queen's Bank Westbound	Existing field access to be improved at the point marked 03A/04 on Sheet 3A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Spalding Road Northbound	Existing field access to be improved at the point marked 04A/02 on Sheet 4A of the

		streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Martins Road Southbound	Existing field access to be improved at the point marked 05A/06 on Sheets 5A and 6A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Martins Road Northbound	Proposed new access to be constructed at the point marked 05A/07 on Sheets 5A and 6A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Martins Road Southbound	Proposed new access to be constructed at the point marked 05A/08 on Sheets 5A and 6A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Eaugate Road Northbound	Existing field access to be improved at the point marked 07A/23 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Chapel Hill Northbound	Proposed new access to be constructed at the point marked 07A/27 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Chapel Hill Southbound	Proposed new access to be constructed at the point marked 07A/29 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Chapel Gate Northbound	Proposed new access to be constructed at the point marked 07A/34 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Chapel Gate Southbound	Existing field access to be improved at the point marked 07A/35 on Sheet 7A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Dog Drove Northbound	Proposed new access to be constructed at the point marked 07A/45 on Sheets 7A and 9A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Dog Drove Southbound	Proposed new access to be constructed at the point marked 07A/46 on Sheets 7A and 9A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Holbeach Drove Gate Southbound	Existing field access to be improved at the point marked 09A/10 on Sheet 9A of the streets, rights of way and

		access plans.
Lincolnshire County Council	Existing Field Access off Holbeach Drove Gate Northbound	Existing field access to be improved at the point marked 09A/11 on Sheet 9A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Langary Gate Road Southbound	Proposed new access to be constructed at the point marked 09A/23 on Sheet 9A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Northbound	Existing field access to be improved at the point marked 09A/26 on Sheet 9A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Northbound	Existing field access to be improved at the point marked 09A/28 on Sheet 9A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Northbound	Existing field access to be improved at the point marked 09A/29 on Sheets 9A and 11A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Southbound	Existing field access to be improved at the point marked 09A/31 on Sheets 9A and 11A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Langary Gate Road Southbound	Proposed new access to be constructed at the point marked 10A/21 on Sheet 10A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Langary Gate Road Southbound	Proposed new access to be constructed at the point marked 11A/04 on Sheet 11A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Northbound	Existing field access to be improved at the point marked 11A/05 on Sheet 11A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Northbound	Existing field access to be retained and utilised for operational maintenance at the point marked 11A/06 on Sheet 11A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 11A/08 on Sheet

		11A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Southbound	Existing field access to be improved at the point marked 11A/11 on Sheets 11A and 12A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Northbound	Existing field access to be improved at the point marked 11A/13 on Sheets 11A and 12A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Southbound	Existing field access to be improved at the point marked 12A/02 on Sheet 12A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Southbound	Existing field access to be improved at the point marked 12A/04 on Sheet 12A of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Langary Gate Road Northbound	Proposed new access to be constructed at the point marked 12A/13 on Sheet 12A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Langary Gate Road Southbound	Existing field access to be improved at the point marked 12A/14 on Sheet 12A of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off A16 Spalding Bypass Southbound	Existing field access to be improved at the point marked 01B/03 on Sheet 1B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Broadgate Drove Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 01B/12 on Sheet 01B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Broadgate Drove Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 01B/13 on Sheet 01B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Private Means of Access off Moulton Chapel Road Westbound	Existing field access to be retained and utilised for operational maintenance at the point marked 01B/19 on Sheet 01B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off	Existing field access to be

	Moulton Chapel Road Eastbound	retained and utilised for operational maintenance at the point marked 01B/20 on Sheets 01B and 02B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Moulton Chapel Road Westbound	Proposed new access to be constructed at the point marked 01B/21 on Sheets 1B and 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Moulton Chapel Road Eastbound	Proposed new access to be constructed at the point marked 01B/22 on Sheets 1B and 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Moulton Chapel Road Eastbound	Existing field access to be retained and utilised for operational maintenance at the point marked 01B/23 on Sheets 01B and 02B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Delgate Bank Northbound	Proposed new access to be constructed at the point marked 02B/01 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Delgate Bank Southbound	Proposed new access to be constructed at the point marked 02B/02 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Delgate Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 02B/04 on Sheet 02B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Delgate Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 02B/05 on Sheet 02B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Delgate Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 02B/06 on Sheet 02B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Delgate Bank Southbound	Proposed new access to be constructed at the point marked 02B/07 on Sheet 2B of the streets, rights of way and access plans.

Lincolnshire County Council	Proposed Access off Delgate Bank Southbound	Proposed new access to be constructed at the point marked 02B/08 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Delgate Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 02B/11 on Sheet 02B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off West Gate Northbound	Existing field access to be improved at the point marked 02B/13 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off West Gate Southbound	Proposed new access to be constructed at the point marked 02B/14 on Sheet 2B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off West Gate Eastbound	Existing field access to be retained and utilised for operational maintenance at the point marked 02B/15 on Sheet 02B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Moulton Mere Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 02B/16 on Sheets 02B and 03B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Moulton Mere Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 02B/17 on Sheets 02B and 03B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Moulton Mere Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/01 on Sheet 03B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Moulton Mere Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/02 on Sheet 03B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Whirl Gate Westbound	Proposed new access to be constructed at the point marked 03B/03 on Sheet 3B of

		the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Whirl Gate Eastbound	Proposed new access to be constructed at the point marked 03B/04 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Whirl Gate Eastbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/05 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Austendike Road Westbound	Existing field access to be improved at the point marked 03B/11 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Austendike Road Eastbound	Proposed new access to be constructed at the point marked 03B/12 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Austendike Road Eastbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/14 on Sheet 03B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Long Lane Northbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/18 on Sheet 03B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Delgate Bank Northbound	Proposed new access to be constructed at the point marked 03B/20 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Delgate Bank Southbound	Proposed new access to be constructed at the point marked 03B/21 on Sheet 3B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Delgate Bank Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/22 on Sheet 03B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Delgate Bank Northbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/24 on Sheet 03B of the streets, rights of

		way and access plans.
Lincolnshire County Council	Proposed Access off Broad Gate Southbound	Proposed new access to be constructed at the point marked 03B/30 on Sheets 3B and 4B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Broad Gate Northbound	Proposed new access to be constructed at the point marked 03B/31 on Sheets 3B and 4B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Broad Gate Northbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/32 on Sheets 03B and 04B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Broad Gate Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 03B/33 on Sheets 03B and 04B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Swindler's Drove Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 04B/01 on Sheet 04B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Swindler's Drove Southbound	Existing field access to be retained and utilised for operational maintenance at the point marked 04B/02 on Sheet 04B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off A151 High Road Westbound	Proposed new access to be constructed at the point marked 04B/09 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off A151 High Road Eastbound	Proposed new access to be constructed at the point marked 04B/10 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off A151 High Road Eastbound	Existing field access to be retained and utilised for operational maintenance at the point marked 04B/22 on Sheet 04B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off A151 High Road Eastbound	Existing field access to be retained and utilised for operational maintenance at the

		point marked 04B/23 on Sheet 04B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off A151 High Road Westbound	Existing field access to be retained and utilised for operational maintenance at the point marked 04B/24 on Sheet 04B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Runway Eastbound	Existing field access to be retained and utilised for operational maintenance at the point marked 04B/26 on Sheets 04B and 05B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Runway Eastbound	Existing field access to be retained and utilised for operational maintenance at the point marked 04B/27 on Sheets 04B and 05B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Runway Westbound	Existing field access to be retained and utilised for operational maintenance at the point marked 04B/28 on Sheets 04B and 05B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Runway Westbound	Proposed new access to be constructed at the point marked 04B/29 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Runway Eastbound	Proposed new access to be constructed at the point marked 04B/30 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Private Means of Access off A151 Northbound	Existing field access to be improved at the point marked 04B/34 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access off Runway Southbound	Proposed new access to be constructed at the point marked 04B/35 on Sheets 4B and 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access Off Stone Gate Northbound	Proposed new access to be constructed at the point marked 05B/12 on Sheet 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Proposed Access Off Stone	Proposed new access to be

	Gate Southbound	constructed at the point marked 05B/13 on Sheet 5B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Stone Gate Eastbound	Existing access to be retained and utilised for operational maintenance at the point marked 05B/14 on Sheet 05B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Stone Gate Westbound	Existing field access to be retained and utilised for operational maintenance at the point marked 05B/16 on Sheet 05B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Stone Gate Northbound	Existing access to be retained and utilised for operational maintenance at the point marked 05B/17 on Sheet 05B of the streets, rights of way and access plans.
Lincolnshire County Council	Existing Field Access off Stone Gate Northbound	Existing access to be retained and utilised for operational maintenance at the point marked 05B/18 on Sheet 05B of the streets, rights of way and access plans.

SCHEDULE 8

Article 17

TRAFFIC REGULATION MEASURES

(1) *Area*	*(2)* *Extent of temporary traffic signal and banksman control area or change to traffic regulation*
Cloot Drove to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheets 8A and 10A of the Traffic Regulations Plans.
Queen's Bank to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 9A of the Traffic Regulations Plans.
Spalding Road to facilitate the construction of the Scheme.	40mph Temporary Speed Limit as shown on Sheet 9A to be introduced on section of Holbeach Drove Gate to facilitate the access of construction vehicles to and from the Scheme.
Spalding Road Northbound on Spalding Road Northbound, at the junction between Spalding Road and Decoy Farm, heading North towards Barrier Bank to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 1B of the Traffic Regulations Plans.
Martins Road to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheets 1B and 2B of the Traffic Regulations Plans.
B1166 Hull's Drove to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 2B of the Traffic Regulations Plans.
Green Bank to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 2B of the Traffic Regulations Plans.
Eaugate Road to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 3B of the Traffic Regulations Plans.
Chapel Hill to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 3B of the Traffic Regulations Plans.
Chapel Gate to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 3B of the Traffic Regulations Plans.
Dog Drove to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheets 3B and 4B of the Traffic Regulations Plans.
Langary Gate Road to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 4B of the Traffic Regulations Plans.
New Fen Drove to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheets 4B and 5B of the Traffic Regulations Plans.
B1166 Long Lane to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheets 4B and 5B of the Traffic Regulations Plans.

Holbeach Drove Gate to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheets 4B and 5B of the Traffic Regulations Plans.
Holbeach Drove Gate to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheets 4B and 5B of the Traffic Regulations Plans.
A16 Spalding Bypass to facilitate the construction of the Scheme.	Extents of traffic signals and banksman control presented on Sheet 5B of the Traffic Regulations Plans.

SCHEDULE 9

Article 24

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR THE CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land 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).

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

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

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

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

(2) 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 9 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) to the Meridian Solar Farm 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 9 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) to the Meridian Solar Farm 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 21 (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**) 1973 c. 26.

(a) with the modifications specified in paragraph 5; and

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(3) For section 7 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.".

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

(a) section 9(4) (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.

(5) Section 11(**a**) (powers of entry) 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(**b**) (powers of entry: further notices of entry), 11B(**c**) (counter-notice requiring possession to be taken on specified date), 12(**d**) (penalty for unauthorised entry) and 13(**e**) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(**f**) (tenants at will, etc.) 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

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(**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.

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.

(7) 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.

(8) 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 Meridian Solar Farm Order 202[ ] in respect of the land to which the notice to treat relates.

(2) But see article 29(3) (acquisition of subsoil or airspace only) of the Meridian Solar Farm Order 202[ ] which excludes the acquisition of subsoil or airspace 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 10

Article 40

HEDGEROWS TO BE REMOVED, MANAGED OR AFFECTED

PART 1

REMOVAL OF HEDGEROWS

(1) *Number of hedgerow and extent of removal*	*(2)* *Purpose of removal*
Removal of up to three sections of hedgerow AH1001 within the Order Limits, measuring up to 9m, 9m and 10m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheets 1 and 2 of 12.	To facilitate construction of the authorised development
Removal of up to two sections of hedgerow AH1002 within the Order Limits, measuring up to 9m and 8m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheets 1 and 2 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow AH1004 within the Order Limits, measuring up to 10m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 3 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow AH1009 within the Order Limits, measuring up to 423m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheets 5 and 6 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow AH1017 within the Order Limits, measuring up to 37m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 7 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow AH1014 within the Order Limits, measuring up to 226m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 7 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow AH1015 within the Order Limits, measuring up to 268m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 7 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow AH186 within the Order Limits, measuring up to 38m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 7 of 12.	To facilitate construction of the authorised development

Removal of up to two sections of hedgerow AH1022 within the Order Limits, measuring up to 33m and 15m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 9 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow AH1029 within the Order Limits, measuring up to 26m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 9 of 12.	To facilitate construction of the authorised development
Removal of up to two sections of hedgerow AH1031 within the Order Limits, measuring up to 8m and 8m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section A Sheet 11 of 12.	To facilitate construction of the authorised development
Removal of one section of hedgerow BH1002 within the Order Limits, measuring up to 137m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 1 of 5.	To facilitate construction of the authorised development
Removal of one section of hedgerow BH1004 within the Order Limits, measuring up to 74m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 1 of 5.	To facilitate construction of the authorised development
Removal of one section of hedgerow BH303 within the Order Limits, measuring up to 11m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 2 of 5.	To facilitate construction of the authorised development
Removal of one section of hedgerow BH301 within the Order Limits, measuring up to 5m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 2 of 5.	To facilitate construction of the authorised development
Removal of one section of hedgerow BH220 within the Order Limits, measuring up to 6m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 3 of 5.	To facilitate construction of the authorised development
Removal of one section of hedgerow BH234 within the Order Limits, measuring up to 16m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 3 of 5.	To facilitate construction of the authorised development
Removal of up to two sections of hedgerow BH1011 within the Order Limits, measuring up to 127m and 35m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 4 of 5.	To facilitate construction of the authorised development
Removal of one section of hedgerow BH1020 within the Order Limits, measuring up to 150m in length, as shown approximately on the	To facilitate construction of the authorised development

Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 5 of 5.	

PART 2

HEDGEROWS WHICH ARE AFFECTED/MANAGED

(1) *Number of hedgerow and extent affected/managed*	*(2)* *Purpose of management*
Management of one section of hedgerow BH1005 within the Order Limits, measuring up to 81m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 3 of 5.	To facilitate the operation of the authorised development
Management of one section of hedgerow BH1011 within the Order Limits, measuring up to 53m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 5 of 5.	To facilitate the operation of the authorised development
Management of one section of hedgerow BH1012 within the Order Limits, measuring up to 27m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 5 of 5.	To facilitate the operation of the authorised development

PART 3

HEDGEROWS WHICH ARE POTENTIALLY AFFECTED

(1) *Number of hedgerow and extent removed or affected/managed*	*(2)* *Purpose of removal or management*
Removal or management of up to two sections of hedgerow BH1005 within the Order Limits, measuring up to 12m and 7m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 3 of 5.	To facilitate the construction and operation of the authorised development
Removal or management of up to two sections of hedgerow BH1012 within the Order Limits, measuring up to 30m and 36m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 5 of 5.	To facilitate the construction and operation of the authorised development
Removal or management of one section of hedgerow BH1018 within the Order Limits, measuring up to 13m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheets 4 and 5 of 5.	To facilitate the construction and operation of the authorised development

Removal or management of one section of hedgerow BH1014 within the Order Limits, measuring up to 89m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheets 4 and 5 of 5.	To facilitate the construction and operation of the authorised development
Removal or management of one section of hedgerow BH1015 within the Order Limits, measuring up to 132m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheets 4 and 5 of 5.	To facilitate the construction and operation of the authorised development
Removal or management of one section of hedgerow BH1019 within the Order Limits, measuring up to 140m in length, as shown approximately on the Hedgerow Regulations and Tree Preservation Order Removal Plan Section B Sheet 5 of 5.	To facilitate the construction and operation of the authorised development

SCHEDULE 11

Article 42

DOCUMENTS AND PLANS TO BE CERTIFIED

PART 1

DOCUMENTS AND PLANS

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*	*(5)* *Examination Library Reference*
Works Plans	EN010169/APP/2.3	0	March 2026	APP-009 to APP-010
Land and Crown Land Plans	EN010169/APP/2.4	2	September 2026	
Special Category Land Plans	EN010169/APP/2.5	0	March 2026	APP-013
Streets, Rights of Way and Access Plans	EN010169/APP/2.6	1	June 2026	APP-014 and AS-009
Traffic Regulations Plans	EN010169/APP/2.7	1	June 2026	APP-016 and AS-010
Hedgerow Regulations and Tree Preservation Orders Plan	EN010169/APP/2.12	0	March 2026	APP-026 to APP-027
Book of Reference	EN010169/APP/4.3	2	September 2026	
Environmental Statement	EN010169/APP/6.1	2	September 2026	
Figures	EN010169/APP/6.2	1	September 2026	
Technical Appendices	EN010169/APP/6.3	2	September 2026	
Design Parameters	EN010169/APP/7.4	2	September 2026	
Outline Construction Environmental Management Plan	EN010169/APP/7.10	2	September 2026	
Outline Operational Environmental Management Plan	EN010169/APP/7.11	1	September 2026	
Outline Decommissioning Environmental Management	EN010169/APP/7.12	1	September 2026	

Plan				
Outline Construction Traffic Management Plan	EN010169/APP/7.13	1	September 2026	
Outline Soil Management Plan	EN010169/APP/7.14	1	September 2026	
Outline Public Rights of Way Management Plan	EN010169/APP/7.15	1	June 2026	AS-026
Outline Landscape and Ecology Management Plan	EN010169/APP/7.16	1	September 2026	
Outline Skills, Supply Chain and Employment Plan	EN010169/APP/7.17	1	September 2026	
Outline Battery Safety Management Plan	EN010169/APP/7.18	0	March 2026	APP-284
Outline Site Waste Management Plan	EN010169/APP/7.19	0	March 2026	APP-285
Outline Drainage Strategy	EN010169/APP/6.3	0	March 2026	APP-227

PART 2

SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS

(1) *Originating document*	*(2)* *Replacement or supplementary part*	*(3)* *Document reference*	*(4)* *Date*	*(5)* *Examination library reference*
-	-	-	-	-

SCHEDULE 12

Article 44

ARBITRATION RULES

Commencing an arbitration

1. The arbitration is deemed to have commenced when a party ("the claimant") serves a written notice of arbitration on the other party ("the respondent").

Time periods

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

(2) Time periods are calculated from the day after the arbitrator is appointed which is either—

(a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration is that which is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

(a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant's contentions as to those issues, the amount of its claim or the remedy it is seeking;

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

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

(a) a written statement of defence consisting of a response to the claimant's statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant's claim, its acceptance of any elements of the claimant's claim and its contentions as to those elements of the claimant's claim it does not accept;

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

(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.

(4) Within 7 days of the respondent serving its statements under sub-paragraph (3) the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

(a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the respondent's submissions;

(c) any expert report in response to the respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. A single pleading must not exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator will make an award on the substantive differences based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any experts attending the hearing may be asked questions by the arbitrator.

(7) There is to be no examination or cross examination of experts, but the arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the experts in response to the arbitrator's questions. Prior to the hearing in relation to the experts—

(a) at least 28 days before a hearing, the arbitrator must provide a list of issues to be addressed by the experts;

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and

(c) the form and content of a joint report must be as directed by the arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before the arbitrator attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given must be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

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

(2) There must be no discovery or disclosure, except that the arbitrator is to have the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales or procedure—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration must include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Where the difference involves connected or interrelated issues, the arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties are to bear them or in what proportion they are to be borne by the parties.

(4) The arbitrator must award recoverable costs on the general principle that each party should bear its own costs, having regard to all material circumstances, including such matters as exaggerated claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be open to and accessible by the public.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph will prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

SCHEDULE 13

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(**a**);

(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

(a) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 6 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(**b**);

(**a**) 1991 c. 56.

(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 13 (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 and crown land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 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

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(**b**) 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).

apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 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.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), 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(**a**);

"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 32 (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

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

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 DRAINAGE AUTHORITIES

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

19. In this Part of this Schedule—

"authorised development" has the same meaning as in article 2(1) (interpretation) of this Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the operation and maintenance of the authorised development and the construction of any works authorised by this Part of this Schedule;

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

"drainage authority" means in relation to an ordinary watercourse—

(a) the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991; or

(b) in the case of any area for which there is no such drainage board, the lead local flood authority within the meaning of section 6 (other definitions) of the Flood and Water Management Act 2010;

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance constructed for land drainage or flood defence which is the responsibility of the drainage authority;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes sections, drawings, specifications and method statements; and

"specified work" means so much of the authorised development as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to affect the flow of water in any watercourse.

20.—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may reasonably require within 28 days of the submission of the plans.

(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 27.

(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 56 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 or for the prevention of flooding or pollution or discharge of its environmental functions.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

21. Without limiting the scope of paragraph 20, 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 taking account of the terms of this Order—

(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 beyond the level of flood risk that was assessed in the environmental statement, by reason of any specified work.

22.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 21, 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 seven days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to 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 other than in accordance with the requirements of this Part of this Schedule, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the drainage authority.

(5) Subject to sub–paragraph (6) and paragraph 27 if, within a reasonable period, being not less than 56 days beginning with 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 has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the drainage authority 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 the case of an emergency exercise the powers conferred by sub–paragraph (5) until the dispute has been finally determined in accordance with paragraph 28.

23.—(1) Subject to sub-paragraph (5) from the completion of the construction of any:

(a) specified work as constructed in accordance with paragraph 22; or

(b) protective work as constructed in accordance with paragraph 21;

(2) If any such specified work or protective 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 such work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and any protective work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) 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 specified work or protective work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is reasonably necessary for such compliance and any reasonable expenditure incurred by the drainage authority in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 28.

(5) This paragraph does not apply to specified works or protective works where no permanent works or assets constructed by the undertaker remain within or cross above the drainage work.

24. If by reason of the construction of a specified work or of the failure of any specified work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker as soon as reasonably practicable to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

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

26. 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 inspecting the construction of the specified work or any protective works required by the drainage authority under this Part of this Schedule; and

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

27.—(1) The undertaker must make reasonable compensation for liabilities, costs and losses which may be reasonably incurred or suffered by reason of—

(a) the construction of any specified works or protective works comprised within the authorised development; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others while engaged upon the construction of the authorised development.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand.

(3) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(4) 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.

(5) The drainage authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(6) The drainage authority will, at the request of the undertaker and having regard to its statutory functions, 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.

(7) 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.

(8) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of the drainage authority or the breach of a statutory duty of the drainage authority, its officers, servants, contractors or agents.

28. 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).

PART 4

FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

29. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

30. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously;

"Anglian Water" means Anglian Water Services Limited;

"apparatus" means—

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under the Water Industry Act 1991;

(c) 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,

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water; and

(e) includes a sludge main, disposal main 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 for the purpose of this definition, where words are defined by section 219 of that Act, they must be taken to have the same meaning;

"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

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed.

On street apparatus

31. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in streets subject to temporary prohibitions or restrictions

32. Regardless of the temporary closure or diversion of any highway under the powers conferred by article 13 (temporary closure, restriction, or prohibition of the use of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such diverted or restricted highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the diversion or restriction was in that highway.

Protective works to buildings

33. The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus unless the prior written consent of Anglian Water has been obtained pursuant to paragraph 37 (such consent not to be unreasonably withheld or delayed).

Acquisition of apparatus

34. Regardless of any provision in this Order or anything shown on the land and Crown land plans, the undertaker must not acquire any apparatus otherwise than by agreement, such agreement not to be unreasonably withheld or delayed if the acquisition is required in connection with an approval or consent granted under this Part of this Schedule.

Removal of apparatus

35.—(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 requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 36.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days' 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of 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 Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of or 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 Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 44 (arbitration), and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such "deemed consent" does not extend to the actual undertaking of the removal works, which must remain the sole responsibility of Anglian Water or its contractors unless the works are to be carried out by the undertaker in accordance with sub-paragraph (6).

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker must, before taking or requiring any further step in such substitution works, use reasonable endeavours to comply with Anglian Water's reasonable requests for a reasonable period of time to enable Anglian Water to—

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

36.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Anglian Water 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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Anglian Water 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 Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker or Anglian Water in respect of the apparatus in question,

whether under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation.

Retained apparatus

37.—(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 (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 35(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it. If Anglian Water fails to make any requirements or express intention to do so (with reasons) within the period specified in sub-paragraph (3), it is deemed to have no requirements.

(4) If Anglian Water 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, sub-paragraphs 29 to 31 and 34 to 36 apply as if the removal of the apparatus had been required by the undertaker under paragraph 35(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum, save that the undertaker's obligation to use such best endeavours is subject to the undertaker's obligation to ensure the safe operation of the authorised development and measures taken by the undertaker to address a danger to life or property must be interpreted as the use of best endeavours.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

(a) 4 metres where the diameter of the pipe is less than 250 millimetres;

(b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and

(c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

38.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water 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 this Part of this Schedule but always excluding any consequential loss or indirect loss suffered by Anglian Water.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule that value being calculated after removal.

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

(a) (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) (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 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 Anglian Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; 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 is to be treated as if it also had been agreed or had been so determined.

(5) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 33 or 35(2), or by reason of any subsidence resulting from such development or 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Anglian Water, accompanied by an invoice or claim from Anglian Water, in making good such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption but always excluding any consequential loss or indirect loss arising from such damage or interruption.

(6) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (7), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(7) 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 unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(8) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise, unless payment is required in connection with a statutory compensation scheme, is to be made, without first consulting the undertaker and considering their representations.

(9) Anglian Water must use reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the undertaker must bear and pay the costs for.

Co-operation

39. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 35(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 37, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

(1) Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it must inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

(2) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

(3) The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

PART 5

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC AS ELECTRICITY UNDERTAKER

Application

40. For the protection of National Grid Electricity Distribution (East Midlands) plc the following provisions, unless otherwise agreed in writing between the undertaker and National Grid Electricity Distribution (East Midlands) plc, have effect.

Interpretation

41. 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;

(**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).

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"NGED" means National Grid Electricity Distribution (East Midlands) plc (company number 02366923) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB;

"NGED Network" means NGED's distribution network operated pursuant to its distribution licence issued pursuant to section 6 of the 1989 Act;

"plan" or "plans" includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"specified work" means so much of any of the authorised development that is carried out within 6 metres of any apparatus; and

other terms have the meaning given in article 2 (interpretation).

Precedence of 1991 Act in respect of apparatus in streets

42.—(1) 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.

(2) Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 13 (temporary prohibition or restriction of the 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

43. Regardless of any provision in this Order, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

44.—(1) If, in the exercise of the powers conferred by this Order, the undertaker requires that apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, alternative rights acquired or granted for the alternative apparatus and the alternative apparatus is in operation and access to it has been provided if necessary to the reasonable satisfaction of NGED in accordance with sub-paragraphs (2) to (10) or with such alternative or supplementary provisions as the undertaker and NGED may agree between them.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, 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.

(3) If as a direct consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2) then NGED must give to the undertaker written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and this Part has effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).

(4) If as a direct consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker then the undertaker must afford to NGED the necessary facilities alternative rights and any necessary third party consent or approvals for the construction of alternative apparatus in the other land owned or controlled by the undertaker.

(5) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land and alternative apparatus is to be constructed in land not owned or controlled by the undertaker as a consequence of the removal or diversion of apparatus then NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.

(6) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED may but shall not be compelled to use the powers of compulsory acquisition set out in this Order or the 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.

(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with paragraph 49 (expert determination).

(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with paragraph 49 (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 by the undertaker under the provisions of this Part of this Schedule.

(9) Regardless of anything in sub-paragraph (8), if the undertaker gives notice in writing to NGED that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by NGED, must be executed by the undertaker—

(a) in accordance with plans and specifications and in such line or situation agreed between the undertaker and NGED, or, in default of agreement, determined in accordance with paragraph 49 (expert determination); and

(b) without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of NGED.

(10) Nothing in sub-paragraph (9) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or alternative apparatus, or execute any filling around the apparatus or alternative apparatus (where the apparatus or alternative apparatus is laid in a trench) within 600 millimetres of the point of connection or disconnection.

Facilities and rights for alternative apparatus

45.—(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 49 (expert determination).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the expert must—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker;

(b) have regard to the terms and conditions, if any, applicable to the 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.

(3) 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

46.—(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 44 (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).

(2) (Subject to sub-paragraph (3) the undertaker shall not commence any works to which sub-paragraph (1) applies until NGED has identified any reasonable requirements it has for the alteration or protection of the apparatus, or for securing access to it.

(3) If by the expiry of 60 days beginning with the date on which a plan under sub-paragraph (1) is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the works.

(4) The works referred to in sub-paragraph (1) must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with any reasonable requirements as may be notified in accordance with sub-paragraph (2) by NGED and NGED shall be entitled to watch and inspect the execution of those works.

(5) At all times when carrying out the authorised development the undertaker must comply with NGEDs *Avoidance of Danger from Electricity Overhead Lines and Underground Cables* (2014), the Energy Network Association's *A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines* (undated), the Health and Safety Executive's *GS6 Avoiding Danger from Overhead Power Lines* and the Health and Safety Executive's *HSG47 Avoiding Danger from Underground Services (Third Edition)* (2014) as the same may be replaced from time to time.

(6) If NGED, in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal or diversion of the apparatus had been required by the undertaker under paragraph 44(2).

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 60 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to NGED notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with any reasonable

requirements stipulated by NGED under sub-paragraph (2) and with sub–paragraphs (4) and (5) in so far as is reasonably practicable in the circumstances. Nothing in this sub-paragraph prevents NGED from exercising its rights under sub-paragraph (6).

Expenses and costs

47.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the proper and reasonable expenses incurred by NGED in, or in connection with, the inspection, removal, diversion, alteration or protection of any apparatus, the construction of any alternative apparatus and the acquisition or grant of alternative rights for the alternative apparatus, arising as a result of the powers conferred upon the undertaker pursuant to this Order.

(2) The value of any apparatus removed under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule NGED requires that alternative apparatus of better type, of greater capacity, of greater dimensions or at a greater depth is necessary in substitution for existing apparatus which for NGED's network requirements is over and above what is necessary as a consequence of and for the purpose of the authorised development, NGED shall reduce the cost of such additional requirements from the amount payable by the undertaker pursuant to sub-paragraph (1).

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Liability

48.—(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 and properly 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 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.

(6) Nothing in sub-paragraph (1) is to impose any liability on the undertaker in respect of 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.

Expert Determination

49.—(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).

(2) Save as provided for in sub-paragraph (1) or sub–paragraph (7) any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers or the President of the Institution of RICS or the President of the Institution of Engineering and Technology (as relevant and agreed between NGED and the undertaker, both acting reasonably and without delay).

(3) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The costs and fees of the expert and the costs of NGED and the undertaker are payable by the parties in such proportions as the expert may determine. In the absence of such determination the costs and fees of the expert are payable equally by the parties who shall each bear their own costs.

(5) The expert must—

(a) invite the parties to make necessary 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 sub-paragraph (b); and

(d) give reasons for the decision.

(6) The expert must consider where relevant—

(a) the development outcome sought by the undertaker;

(b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;

(c) the nature of the power sought to be exercised by the undertaker;

(d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party;

(e) NGED's service obligations and licence conditions; and

(f) any other important and relevant consideration.

(7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 44.

Co-operation

50.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or NGED requires the removal and/or diversion of apparatus under paragraph 44(2) or NGED makes requirements for the protection or alteration of apparatus under paragraph 46, the undertaker must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic operation of NGED's undertaking and NGED must use its reasonable endeavours to co-operate with the undertaker for the same purpose in respect of the authorised development.

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

Access

51. If in consequence of the agreement reached under paragraph 43 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable NGED to maintain or use the apparatus no less effectively than was possible before such obstruction.

PART 6

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

52.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this Part of this Schedule—

"the 2016 Regulations" means the Environmental Permitting (England and Wales) Regulations 2016;

"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 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; or

(c) serious harm to the environment;

"exempt flood risk activity" has the meaning given in regulation 5 of the 2016 Regulations;

"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 2016 Regulations;

"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;

"specified work" means so much of any work or operation authorised by this Order that is not an exempt flood risk activity as is in, on, under, over or within—

(a) 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;

(b) 16 metres of a drainage work involving a tidal main river;

(c) 8 metres of a drainage work involving a non-tidal main river;

(d) 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;

or which involves—

(e) 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

(f) 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 2016 Regulations.

Submission and approval of plans

53.—(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.

(2) 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 62.

(3) 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 approved 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 in the discharge of its environmental duties, except where compliance with those requirements would constitute a breach of this Order or where the undertaker would be unable to comply with those requirements through the exercise of the powers conferred by this Order.

(4) 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).

(5) In the case of a refusal the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

54. Without limiting paragraph 53 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

55.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 54, 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

56.—(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.

(2) 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; and

(d) damage to the fishery.

(3) 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.

(4) 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.

(5) 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 62.

Maintenance of works

57.—(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.

(2) 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.

(3) 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.

(4) 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 62.

(5) 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 of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

58. 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

59. 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 as soon as reasonably practicable 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 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

60.—(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.

(2) 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.

(3) 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.

(4) 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

61.—(1) 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.

(2) 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.

(3) For the avoidance of doubt, in sub-paragraph (2)—

(a) "costs" includes—

(i) expenses and charges;

(ii) staff costs and overheads;

(iii) legal costs;

(b) "losses" includes physical damage.

(c) "claims" and "demands" include as applicable—

(i) costs (within the meaning of sub-paragraph (a)) incurred in connection with any claim or demand;

(ii) any interest element of sums claimed or demanded;

(d) "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;

(iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(4) 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.

(5) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(6) 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.

(7) 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 incurred as a result of force majeure, attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

62. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, 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 the department of 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 7

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

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article 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 Electricity Transmission Plc and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Grid Electricity Transmission Plc on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Electricity Transmission Plc (but without prejudice to paragraph 73(3)(b)).

Interpretation

64. 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 with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of that part of the authorised works which constitutes specified works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid Electricity Transmission Plc;

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of National Grid Electricity Transmission Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc and where required by National Grid Electricity Transmission Plc, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid Electricity Transmission Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Grid Electricity Transmission Plc to enable National Grid Electricity Transmission Plc to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means

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

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

(c) any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus constructed as part of the Proposed NGET Projects, whether temporary or permanent ("Proposed NGET Projects apparatus");

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) of this Order and 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 will include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"grid connection works" means that part of the authorised development identified in work numbers 14 and 15;

"ground mitigation scheme" means a scheme approved by National Grid Electricity Transmission Plc (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the undertaker to submit for National Grid Electricity Transmission Plc's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"incentive deduction" means any incentive deduction National Grid Electricity Transmission Plc Electricity Transmission plc receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised works;

"maintain" and "maintenance" will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc: construct, use, repair, alter, inspect, renew or remove the apparatus;

"NESO" means as defined in the STC;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Grid Electricity Transmission Plc acting reasonably;

"Proposed NGET Projects" means the Grimsby to Walpole Project

"Proposed NGET Projects Sites" include —

(a) land on which any Proposed NGET Projects apparatus is situated; and

(b) land on which Proposed NGET Projects apparatus is anticipated to be situated (in so far as the same has at any time been notified by National Grid Electricity Transmission Plc in writing to the undertaker);

"specified works" means any of the authorised works or activities undertaken in association with the authorised 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 69(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 69(2) 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 NESO as modified from time to time;

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

"transmission owner" means as defined in the STC;

On street apparatus

65. Except for paragraphs 66 (apparatus in stopped up streets), 71 (retained apparatus: protection), 72 (expenses) and 73 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid Electricity Transmission Plc in streets subject to temporary closure, restriction or prohibition of use and public rights of way

66.—(1) Where any street or public right of way is temporarily closed, restricted or prohibited under article 13 (temporary closure, restriction or prohibition of use of streets and public rights of way), if National Grid Electricity Transmission Plc has any apparatus in the street or public right of way or accessed via that street or public right or way National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the temporary closure, restriction or prohibition and the undertaker must, unless otherwise agreed with National Grid Electricity Transmission (that agreement not to be unreasonably withheld), grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the temporary closure, restriction or prohibition of any such street or public right of way but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 69 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 71.

(2) Notwithstanding the temporary closure, restriction or prohibition of a street or public right of way under the powers of article 13 (temporary closure, restriction or prohibition of use of streets and public rights of way), National Grid Electricity Transmission Plc 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 temporary closure, restriction or prohibition was in that street or public right of way.

Protective works to buildings

67. The undertaker, in the case of the powers conferred by article 19 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid Electricity Transmission Plc.

Acquisition of land

68.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire

or take temporary possession of any land or apparatus or ((b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Electricity Transmission Plc otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid Electricity Transmission Plc and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid Electricity Transmission Plc or affect the provisions of any enactment or agreement regulating the relations between National Grid Electricity Transmission Plc and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid Electricity Transmission Plc reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid Electricity Transmission Plc and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid Electricity Transmission Plc unless otherwise agreed by National Grid Electricity Transmission Plc, and the undertaker will 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 Grid Electricity Transmission Plc and the undertaker the undertaker and National Grid Electricity Transmission Plc agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid Electricity Transmission Plc and/or other enactments relied upon by National Grid Electricity Transmission Plc as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 71 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

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

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid Electricity Transmission Plc advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid Electricity Transmission Plc reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its satisfaction (taking into account paragraph 70(1) below) the necessary facilities and rights

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or

part of such apparatus is to be constructed, National Grid Electricity Transmission Plc may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker.

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

Facilities and rights for alternative apparatus

70.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid Electricity Transmission Plc facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid Electricity Transmission Plc and must be no less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid Electricity Transmission Plc.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed, the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 77 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of National Grid Electricity Transmission Plc

71.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Electricity Transmission Plc a plan of the works to be executed and seek from National Grid Electricity Transmission Plc details of the underground extent of their electricity assets.

(2) In relation to specified works the plan to be submitted to National Grid Electricity Transmission Plc under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the 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.

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

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;

(d) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;

(e) written details of the operations and maintenance regime for any cable, including frequency and method of access;

(f) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and

(g) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid Electricity Transmission Plc has given written approval of the plan so submitted.

(5) Any approval of National Grid Electricity Transmission Plc required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8);

(b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid Electricity Transmission Plc may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid Electricity Transmission Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Electricity Transmission Plc will be entitled to watch and inspect the execution of those works.

(8) Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc 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).

(9) If National Grid Electricity Transmission Plc in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 63 to 65 and 68 to 70 apply as if the removal of the apparatus had been required by the undertaker under paragraph 69(2).

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

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times.

(12) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid Electricity Transmission Plc's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

72.—(1) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Electricity Transmission Plc within 60 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid Electricity Transmission Plc in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works 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 Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 69(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; 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 direct 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 77 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid Electricity Transmission Plc any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(6) Where anticipated charges, costs or expenses have been paid by the undertaker pursuant to sub-paragraph (1), if the actual charges, costs or expenses incurred by NGET are less than the amount already paid by the undertaker, National Grid Electricity Transmission Plc will repay the difference to the undertaker as soon as reasonably practicable.

Indemnity

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

(a) bear and pay on demand accompanied by an invoice or claim from National Grid Electricity Transmission Plc the cost reasonably and properly incurred by National Grid Electricity Transmission Plc in making good such damage or restoring the supply; and

(b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption or National Grid Electricity Transmission Plc becoming liable to any third party and including STC claims or an incentive deduction other than arising from any act, neglect or default of National Grid Electricity Transmission Plc

(2) The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission

Plc or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

(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 Electricity Transmission Plc, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid Electricity Transmission Plc as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 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 specified works yet to be executed and not falling within this sub-section (b) will be subject to the full terms of this Part of this Schedule including this paragraph 73; and/or

(c) any indirect or consequential loss (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) or damage which may be suffered by NGET or any third party under or in correction with the Order;

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

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

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

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

(a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and unless otherwise agreed with National Grid Electricity Transmission Plc, acting reasonably, provided evidence that it shall maintain such acceptable security for the construction period of the part of the specified works referred to in sub-paragraph (7) above from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same to the undertaker in writing; and

(b) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with National Grid Electricity Transmission Plc, acting reasonably, provided evidence to National Grid Electricity Transmission Plc that it shall maintain such acceptable insurance for the construction period of the part of the specified works referred to in sub-paragraph (7) above from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub-paragraph (7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

74. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Electricity Transmission Plc and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Electricity Transmission Plc in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

75.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 69(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 71, 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 Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

76. If in consequence of the agreement reached in accordance with paragraph 68(1) or the powers granted under this Order the access to any apparatus or the Proposed NGET Project is materially obstructed, the undertaker must provide such alternative means of access to such apparatus or to the Proposed NGET Project as will enable National Grid Electricity Transmission Plc to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

77. Save for differences or disputes arising under paragraph 69(2), 69(4) 70(1) and 71 any difference or dispute arising between the undertaker and National Grid Electricity Transmission Plc under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article 44 (arbitration).

Notices

78. Notwithstanding article 46 (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 71 must be submitted using the LSBUD system (https://lsbud.co.uk/) or to such other address as National Grid Electricity Transmission Plc may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Interaction with the proposed NGET project

79. Without limiting any other provision of this Part of this Schedule, the undertaker and National Grid Electricity Transmission Plc must use reasonable endeavours to seek to avoid any conflict arising between the carrying out, maintenance and operation of the grid connection works and the Proposed NGET Project. For the purposes of this paragraph, "reasonable endeavours" means—

(a) providing a point of contact for each of the undertaker and National Grid Electricity Transmission Plc for continuing liaison and co-ordination throughout the design, construction and operation of the grid connection works and the Proposed NGET Projects.

(b) the undertaker will undertake consultation with National Grid Electricity Transmission Plc on detailed design and programming of the grid connection works, taking into account such reasonable representations as National Grid Electricity Transmission Plc may provide in relation to proposed plans and timetables, and National Grid Electricity Transmission Plc will do the same in respect of the design and programming of the Proposed NGET Projects;

(c) both parties will have regard to the anticipated programme of works for the grid connection works and Proposed NGET Projects respectively, and facilitate a co-ordinated approach to construction programming, land assembly, and the carrying out of the grid connection works and the Proposed NGET Project where reasonably possible so as to seek to avoid unreasonable impedance or interference of either project;

(d) where parties agree further to the above consultation, the undertaker will place ducting and other make provision for the Proposed NGET Projects within its design; and

(e) NGET will notify the undertaker of its programme of works for the Proposed NGET Projects, including programme for the user-bay into which the authorised development's grid connection works will connect, not less than 21 days ahead of carrying out the works.

SCHEDULE 14 Article 47

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

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 any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement; and

"start date" means the date of the notification given by the Secretary of State under paragraph 4(2)(b).

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.

(2) 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 to the undertaker of its decision on the application within a period of six 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.

(3) 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 (1), 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.

(4) 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.

(5) 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.

(2) 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 10 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) 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 5 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 5 working days of receipt of such a request and in any event within 15 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).

(4) 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.

(5) 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.

(2) 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 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 18, 19 and 21;

(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 5 in respect of the requirements listed in paragraph (a); and

(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 3 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.

(3) 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 Meridian Solar Farm 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, overhead electric lines exceeding 2 kilometres 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 Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1YL.