

Dated 24 August 2026

**APPLICATION BY GREEN HILL SOLAR FARM LIMITED FOR AN ORDER GRANTING
DEVELOPMENT CONSENT FOR THE GREEN HILL SOLAR FARM SCHEME**

PLANNING INSPECTORATE REFERENCE NUMBER: EN010170

REGISTRATION IDENTIFICATION NUMBER: F981B99F0

**SUBMISSION IN RESPONSE TO LETTER REQUESTING
INFORMATION**

**submitted on behalf of National Grid Electricity
Transmission plc**

1 Introduction

- 1.1 This submission is made on behalf of National Grid Electricity Transmission plc (**NGET**) in response to the application by Green Hill Solar Farm Limited (**Applicant**) for the Green Hill Solar Farm Order (**Order**) to enable the construction of the Green Hill Solar Farm (**Green Hill Project**).
- 1.2 This submission made in response to the letter dated 10 August 2026 from the Secretary of State requesting further information in relation to the status of the protective provisions between the Applicant and NGET. It provides an update on the matters referred to in NGET's submissions to the Examination, being:
- (a) The written representation dated 7 November 2025 (**NGET's Written Representation [REP1-177]**);
 - (b) Responses to the First Examiner's Questions [**REP1-176**];
 - (c) The written submission dated 14 January 2026 [**REP4-041**];
 - (d) The written submission dated 26 February 2026 [**REP5-117**];
 - (e) Responses to Third Examiner's Questions [**REP6-090**];
 - (f) The written submission dated 8 April 2026 [**REP7-048**]
- (together the **NGET Submissions**).

2 NGET Protective Provisions

- 2.1 The current form of the protective provisions submitted at Appendix 2 of **NGET's Written Representation [REP1-177]** (dated 7 November 2025) have been updated to address some typographical errors to ensure consistency with the revised definition of "Shared Area Works". NGET requires these updated protective provisions to be included on the face of the Order. A copy of these updated protective provisions is included at the Appendix to this submission.

3 Current status of negotiations

- 3.1 As the Secretary of State will be aware, NGET has requested the NGET Protective Provisions to ensure that NGET's existing apparatus and interests in the vicinity of the Green Hill Project are adequately protective but also to ensure that NGET is able to safeguard land which will be utilised for the construction, maintenance and operation WMEL Project and the SGRE Project (as defined in NGET's Written Representation) (together the **NGET Projects**).
- 3.2 The protective provisions included in the draft Order [**REP7-005**] (**Applicant Protective Provisions**) do not align with the NGET Protective Provisions and would cause series detriment to NGET's undertaking and its ability to carry out the NGET Projects should they be included in the granted Order.
- 3.3 The parties have made significant progress towards reaching an agreed position on the protective provisions for the benefit of NGET to be included in the draft Order however, agreement has not yet been reached.
- 3.4 Whilst NGET and the Applicant are committed to continued engagement on the protective provisions, NGET considers it necessary to provide the Secretary of State with a summary of the key outstanding issues between the parties.

4 Outstanding points on protective provisions

4.1 The Applicant Protective Provisions deviate from the NGET Protective Provisions in a number of key respects and provide inadequate protection for both existing and future NGET infrastructure within the vicinity of the Green Hill Project.

4.2 The key outstanding issues between the parties are:

- (a) The inclusion of drafting for the safeguarding of the NGET Projects;
- (b) Inclusion of coverage for the use of the authorised development within the definition of 'acceptable insurance'; and
- (c) 'authorised works' versus 'specified works' within the indemnity.

Omission of safeguarding provisions for the NGET Projects

4.3 As set out in the NGET Submissions and, in particular in the NGET Written Representation, there is significant infrastructure being delivered under the Project and the NGET Projects within the same area and potentially within similar timescales. As such, there needs to be careful co-ordination and consultation undertaken between NGET and the Green Hill Project to ensure that each project can be delivered without unduly interfering with any other project. This is provided for within the NGET Protective Provisions but not included in the Applicant Protective Provisions.

4.4 The safeguarding provisions have been secured in a number of recently granted development consent orders, including Awel y Môr Offshore Wind Farm Development Consent Order 2023, the Mona Offshore Wind Farm Order 2025, the Byers Gill Solar Order 2025 and the Dogger Bank South East and West Offshore Wind Farms Order 2026. The NGET Protective Provisions were also included in the Morgan and Morecambe Offshore Wind Farms Transmission Assets Order, the decision for which is currently pending.

4.5 There is no reason for a different approach to be taken here with regards to securing protective provisions for the safeguarding of existing and future infrastructure.

Definition of 'acceptable insurance'

4.6 The Applicant has agreed to the inclusion of the 'acceptable security' and 'acceptable insurance' provisions within the Applicant Protective Provisions. However, the definition of 'acceptable insurance' within the Applicant Protective Provisions provides coverage for construction and maintenance only, it does not include use of the authorised works.

4.7 The inclusion of 'use' within the definition of 'acceptable insurance' is to provide coverage in a scenario where damage is caused to NGET apparatus by virtue of the Green Hill Project being in situ. The Green Hill Project proposes to construct battery storage and a new substation immediately adjacent to the existing Grendon substation. Whilst it is understood that the design for such infrastructure is not yet finalised and NGET approval of such works is required prior to the commencement of development under the mechanisms of the protective provisions, the presence of such infrastructure next to a live substation introduces a fire risk which NGET needs to be comfortable has been sufficiently insured against.

4.8 The NGET Protective Provisions provide an appropriate level of insurance coverage (being not less than £50,000,000 per occurrence or series of occurrences arising out of once event) given the proximity and level of risk arising from the proposed infrastructure, in particular the battery

storage facility. Without this coverage, should any damage occur to Grendon substation as a result of the battery storage and/or substation being located there, there would be no insurance to back off the indemnity provided by the Applicant.

- 4.9 The principle of insurance at this level and in relation to 'use' of specified works has been precededented in multiple granted development consent orders and represents the standard requirement for NGET as well as multiple other statutory undertakers to ensure that their apparatus is sufficiently protected.

Amendments replacing 'authorised works' with 'specified works'

- 4.10 The Applicant has sought to replace 'authorised works' with 'specified works' within the Indemnity provisions of the Applicant Protective Provisions. As a general principle, NGET should not be liable for costs or losses incurred as a result of the Green Hill Project, reference to 'specified works' indicates a narrowing of this principle which is a standard principle under protective provisions with statutory undertakers.
- 4.11 In addition, the use of 'specified works' within the context of paragraphs 15 (Expenses) and 16 (Indemnity) is not correct when considered within the meaning of the whole, particularly where assets are not being retained in situ and are instead being removed under paragraph 12(2). 'Specified works' excludes apparatus which has been removed as a result of paragraph 12(2). Referring only to 'specified works' and not 'authorised works' within paragraph 15 (Expenses) and paragraph 16 (Indemnity) would preclude costs or losses associated with this removal which the remaining drafting (e.g. paragraph 15(1)) clearly anticipates being covered. Similarly, reference to authorised works at paragraph 16 clearly anticipates coverage in relation to these removal works.
- 4.12 Finally, the scope of the indemnity is intended to cover damage arising from works in the wider Order Land that are more than 15 metres from apparatus and would not in the ordinary course of events adversely affect them but which nonetheless would generate loss that NGET is entitled to be indemnified for. For example, earthworks or drainage works elsewhere on the site that cause flooding, contamination or subsidence with consequential impacts on NGET.
- 4.13 The indemnity provisions must therefore follow the drafting in the NGET Protective Provisions to ensure that NGET and its customers do not suffer loss as a result of a third party development.

Other amendments

- 4.14 There are other amendments to the NGET PPs altering or inserting timescales to which NGET cannot agree to on the basis that the timescales proposed could not realistically be complied with.
- 4.15 In addition, requirements as to 'reasonableness' and not withholding consent have been inserted throughout the protective provisions which unnecessarily dilute the provisions given that such requirements are already provided for within paragraph 18 (Co-operation) of the NGET Protective Provisions.
- 4.16 The net effect of the above is that the Applicant Protective Provisions are inadequate to avoid serious detriment to NGET's undertaking.

5 Battery storage safety management plan

- 5.1 Requirement 6 of Schedule 2 to the Draft Order provides that Work No. 2 (being the battery storage works) shall not commence until a battery storage safety management plan has been submitted to and approved by the relevant planning authority. An outline battery storage safety management plan has been submitted by the Applicant **[REP5-075] (BESS Safety Management Plan)**. The BESS Safety Management Plan does not include consultation with or approval of NGET in relation to the potential risks arising from the location of Work No. 2 in proximity to the Grendon Substation.
- 5.2 Given NGET's concerns regarding the risk of fire arising from Work No. 2, NGET also requests that Requirement 6 to the Draft Order be amended to require NGET approval of the BESS Safety Management Plan. Specific drafting to deal with this will follow shortly after this submission.

6 Summary of NGET's position

- 6.1 In light of the above, NGET's position remains as set out in the NGET Submissions save that the NGET Protective Provisions have been updated and are included at the Appendix to this submission.
- 6.2 NGET has existing and future infrastructure that needs to be protected via the protective provisions that NGET is proposing be included in the final form of the Order. These protective provisions include wording that have precedent in other development consent orders that have been recently granted. Without inclusion of the NGET Protective Provisions, serious detriment would be caused to NGET's undertaking as well as to other third-party projects that are reliant on NGET's existing and future electricity transmission infrastructure
- 6.3 Since an agreed position has not been reached with the Applicant, NGET must continue to maintain the position set out in the NGET Submissions and requests that the NGET Protective Provisions and amendment to Requirement 6 should be included in the Order accordingly.
- 6.4 NGET reserves the right to make further submissions in relation to the issues raised in this submission and on the NGET Protective Provisions more generally.

Addleshaw Goddard LLP on behalf of NGET

24 August 2026

Appendix

NGET Protective Provisions

PART 1

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 37 (consent to transfer the benefit of the Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but without prejudice to paragraph 16(3)(b)).

Interpretation

2. 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 the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance works of the authorised works 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;
- (b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

“acceptable security” means either—

- (a) a parent company guarantee from a parent company in favour of National Grid to cover the undertaker’s liability to National Grid to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid and where required by National Grid, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or
- (b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid to cover the undertaker’s liability to National Grid for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid);

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

“apparatus” means—

- (a) electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid together with any replacement apparatus;
- (b) such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid 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;
- (c) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid for the purposes of the construction, operation and maintenance of the WMEL Project and/or, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised works and intended for the beneficial use by National Grid ("WMEL Project apparatus"); and
- (d) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid for the purposes of the construction, operation and maintenance of the SGRE Project and/or, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised works and intended for the beneficial use by National Grid ("SGRE Project apparatus");

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Part of this Schedule;

“commence” and “commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

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

“functions” includes powers and duties;

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

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

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

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

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

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid, to construct, use, repair, alter, inspect, renew or remove the apparatus;

“NESO” means as is defined in the STC;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by National Grid acting reasonably;

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

“shared area” means any area that is both within the Order limits and at least one of the WMEL Project site and the SGRE Project site;

“shared area works” means so much of the authorised works to be carried out within the shared area;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 12 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 12 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”;

“SGRE Project” means reinforcement and upgrade of the conductor on the existing 400kV double circuit overhead line from Grendon to Sundon and associated works to be undertaken by National Grid and any temporary construction compounds and laydown areas for such works;

“SGRE Site” includes—

- (a) land on which any SGRE apparatus is situated; and
- (b) land on which SGRE apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the SGRE Project (in so far as the same has been notified by National Grid in writing to the undertaker);

“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 arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector’s equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid’s transmission system which arises as a result of the authorised works;

“transmission owner” is as defined in the STC;

“WMEL Project” means the proposed Weston Marsh to East Leicestershire Project being the construction of two new substations near Corby Glen and Wartonaby in Leicestershire and new overhead line between the new substations and the Weston Marsh substation and associated works to be undertaken by National Grid and any temporary construction compounds and laydown areas for such works; and

“WMEL Site” includes—

- (a) land on which any WMEL apparatus is situated; and
- (b) land on which WMEL apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the WMEL Project (in so far as the same has been notified by National Grid in writing to the undertaker).

Interaction with the SGRE Project and/or the WMEL Project

3. Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised works and the SGRE Project and/or the WMEL Project. For the purposes of this paragraph, "reasonable endeavours" means—

- (a) undertaking consultation on the detailed design and programming of the shared area works and all works associated with or ancillary to the shared area works to ensure that the design and programme for the shared area works does not unreasonably impede or interfere with the SGRE Project and/or the WMEL Project;
- (b) (b) having regard to the proposed programme of works for the SGRE Project and/or the WMEL Project as may be made available to the undertaker by National Grid and facilitating a co-ordinated approach to the programme, land assembly, and the carrying out of the shared area works and the SGRE Project and/or the WMEL Project;
- (c) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised works; and
- (d) keeping National Grid informed on the programme of works for the authorised works.

Shared area works

4. The undertaker must not except with the prior written agreement of National Grid carry out the shared area works, or any part of it.

5.—(1) Before beginning to construct any shared area works, or any part of it, the undertaker must submit to National Grid plans of the relevant shared area works (or part of it) and such further particulars available to it as National Grid may request within 21 days of receipt of the plans reasonably requested.

(2) Any shared area works must not be constructed except in accordance with such plans as may be approved in writing by National Grid.

6. Any approval of National Grid required under this Schedule—

- (a) must not be unreasonably withheld or delayed;
- (b) in the case of a refusal must be accompanied by a statement of grounds or refusal; and
- (c) may be given subject to such reasonable requirements as National Grid may have in connection with the safe, economic and efficient construction, commissioning, operation, maintenance and future decommissioning of the SGRE Project and/or the WMEL Project or otherwise for the protection of the SGRE Project apparatus and/or the WMEL Project apparatus,
- (d) provided always that in relation to a refusal under sub-paragraph (b) or any requirements requested pursuant to sub-paragraph (c) the undertaker shall be permitted to refer such matters to dispute resolution pursuant to paragraph [20]
- (e) (2) National Grid must employ reasonable endeavours to respond to the submission of any plans within a period of 56 days from the date of submission of the plans. If National Grid require further particulars, such particulars must be requested by National Grid no later than 21 days from the submission of plans and thereafter National Grid must employ reasonable endeavours to respond to the submission within 56 days from receipt of the further particulars.

7.—(1) The undertaker must give to National Grid not less than 14 days' notice in writing of its intention to commence construction of any shared area works and notice in writing of its completion not later than 7 days after the date on which it is completed and National Grid will be entitled by its officer to watch and inspect the construction of such works.

(2) If any part of the shared area works is constructed otherwise than in accordance with paragraph 5(2) above National Grid may by notice in writing identify the extent to which the shared area works do not comply with the approved details and request the undertaker at the

undertaker's own expense carry out remedial works so as to comply with the requirements of paragraph 5(2) of this Schedule or such alternative works as may be agreed with National Grid or as otherwise may be agreed between the parties.

(3) Subject to sub-paragraph (4), if within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (2) 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, National Grid may execute the works specified in the notice and any reasonable expenditure incurred by National Grid in so doing will be recoverable from the undertaker.

(4) In the event of any dispute as to whether sub-paragraph (2) 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, National Grid will 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 20

On street apparatus

8. Except for paragraph **Error! Reference source not found.** (apparatus of National Grid in streets subject to temporary prohibition or restriction of use), paragraph 14 (retained apparatus: protection of National Grid as electricity undertaker), paragraph 15 (expenses), and paragraph 16 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in streets subject to temporary prohibition or restriction of use and public rights of way

9. Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), National Grid is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction of use or diversion was in that street or public right of way.

Protective works to buildings

10. The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus, the SGRE Site or to the WMEL Site without the prior written consent of National Grid

Acquisition of land

11.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may not appropriate or acquire or take temporary possession of any land or apparatus or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of National Grid otherwise than by agreement.

(2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing with National Grid appropriate, acquire or take temporary possession of any land forming part of the SGRE Site, the WMEL Site and/or any access thereto.

(3) As a condition of an agreement between the parties in sub-paragraph (1) or (2), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed

between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(4) Save where otherwise agreed in writing between National Grid and the undertaker, the undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(5) Any agreement or consent granted by National Grid under paragraph 14 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

12.—(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 to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(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 advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 13(1)) 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 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 does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Facilities and rights for alternative apparatus

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

(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 than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter may be referred to arbitration in accordance with paragraph 20 (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 as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of National Grid as electricity undertaker

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

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

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

(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 load bearing capacities of trenches;

- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
 - (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
 - (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
 - (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
 - (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.
- (4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.
- (5) Any approval of National Grid required under sub-paragraph (4)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (7);
 - (b) may be given subject to such reasonable requirements as National Grid may have in connection with the safe and efficient construction, commissioning, operation and maintenance of the SGRE Project and/or the WMEL Project; and
 - (c) must not be unreasonably withheld.
- (6) In relation to any works to which sub-paragraphs (2) or (3) apply, National Grid 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 or 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 and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.
- (8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, such protective works must be carried out to National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid shall give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).
- (9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and paragraphs 11 to 13 apply as if the removal of the apparatus had been required by the undertaker under paragraph 12(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 authorised 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 section 52 of the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with—
- (a) sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

15.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably or properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 12(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

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

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

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 20 (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 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 cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

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

Indemnity

16.—(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 specified 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 specified works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and
- (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including STC claims or an incentive deduction other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any 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; or
- (c) any specified works or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 37 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this paragraph 16(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 16.

(4) National Grid must give the undertaker reasonable written 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 with the undertaker and considering their representations.

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

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

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

- (a) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works and National Grid has confirmed the same to the undertaker in writing; and
- (b) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance and provided evidence to National Grid that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works and National Grid has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub-paragraph (7), nothing in this Part of this Schedule will prevent National Grid from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

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

Co-operation

18.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 12(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 14, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) Whenever National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

19. If in consequence of the agreement reached in accordance with paragraph 11 or the powers granted under this Order the access to any apparatus, the SGRE Site and/or the WMEL Site is materially obstructed, the undertaker must provide such alternative means of access to such apparatus, the SGRE Site and/or the WMEL Site as will enable National Grid to access, maintain or use the apparatus, the SGRE Site and/or the WMEL Site no less effectively than was possible before such obstruction.

Arbitration

20. Save for differences or disputes arising under paragraphs 12(2), 12(4), 13(1) and 14, any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 44 (arbitration).

Notices

21. Any plans submitted to National Grid by the undertaker pursuant to this Part of this Schedule must be submitted using the LSBUD system (<https://lsbud.co.uk>) or to such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.