

The Keadby Next Generation Power Station Project

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The Keadby Next Generation Power Station Development Consent Order [year]

Land at, and in the vicinity of, the existing Keadby Power Station (Trentside, Keadby, Scunthorpe, DN17 3EF)

Schedule of Changes

The Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 5(2)(d)

Applicant: Keadby Next Generation Limited

Date: March 2026

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1 Introduction

1.1 This document sets out Keadby Next Generation Limited's (the Applicant's) schedule of changes to the draft Development Consent Order.

2 Applicant's Schedule of Changes to the Draft DCO

2.1 Changes made to the draft DCO at Deadline 1

Provision	Change	Reason / notes
Article 2(1)	"application guide" means the document of that name identified in the Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the application guide for the purposes of this Order;	Correction of typographical error.
Article 2(1)	"book of reference" means the document of that name identified in the table in 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;	Correction of typographical error / consistency.
Article 2(1)	The definition of "Crown land plans" has been moved to correctly follow the alphabetical order of the definitions.	Correction of typographical error.
Article 2(1)	"combined heat and power assessment" means the document of that name identified in Schedule 11 (documents and plans to be certified) and which is certified by the Secretary of State as the combined heat and power assessment for the purposes of this Order.;	Correction of typographical error.
Article 2(1)	"land plans" means the plans of that name identified in the table in Schedule 11 (documents and plans to be certified) and which are certified by the Secretary of State as the land plans for the purposes of this Order;	Correction of typographical error / consistency.
Article 2(1)	"main river" means a watercourse shown as such on the main river map for England and includes any structure or appliance for controlling or regulating the flow of water into or out of the channel which.:-	Correction of SI formatting error.

	<p>(a) is a structure or appliance situated in the channel or in any part of the bank of the channel; and</p> <p>(b) is not a structure ef <u>or</u> appliance vested in or controlled by an internal drainage board,</p> <p>and “river” shall be construed accordingly;</p>	Correction of typographical errors.
Article 2(1)	“NGET” means National Grid Electricity Transmission plc (C company R egistration N umber 02366977) whose registered office is at 1 to 3 Strand, London, WC2N 5EH;	Capitalisation not required.
Article 2(1)	“NGT” means National Gas Transmission plc (C company R egistration N umber 02006000) whose registered office is at National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA;	Capitalisation not required.
Article 2(1)	“Pilfrey laydown plans” means the plans of that name identified in the Schedule 11 (documents and plans to be certified) approved as part of the Pilfrey laydown planning permission and which are certified by the Secretary of State as the Pilfrey laydown plans for the purposes of this Order;	Correction of typographical error / consistency.
Article 2(1) and throughout	“ R requirements” means those matters set out in Schedule 2 (requirements) <u>to this Order</u> and “ R requirement” means any one of the R requirements;	Correction of SI formatting error and typographical error. Capitalisation not required or consistent with other defined terms and made orders. References to requirements amended throughout.
Article 2(1)	“street works” means the works listed in article 10(1) (<u>street works</u>);	SI formatting
Article 2(3)	All distances, directions and lengths referred to in this Order (except for the parameters referred to in Schedule 10 (design parameters)) are approximate and distances between lines and/or points on a numbered work comprised in the authorised development and shown on the works plans and access <u>and</u> rights of way plans are to be taken to be measured along that work.	Correction of typographical error.

Article 2(9)	References to any registered body listed in article 5 (benefit of the order) or article 7 (consent to transfer benefit of the Order) includes that body's or that company's successor bodies from time to time.	Correction of typographical error.
Article 2(10) and throughout	"materially new or materially different environmental effects than those assessed in the environmental statement" amended so phrase is used consistently.	As requested by the ExA at ISH1.
Article 5 and throughout	Subject to article 7 (consent to transfer benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker save for:- (Same change made to various other provisions)	Correction of SI formatting errors.
Article 7(2)	Where a transfer or grant has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (4)-(3), include references to the transferee or the lessee	Correction of typographical error.
Article 13(4)(a)	prejudices the operation of section 87 of the 1991 Act (prospectively maintainable highways) and the undertaker is not by reason of any duty under that section this article to maintain a street or to be taken to be a street authority in relation to that street for the purposes of Part 3 of that Act; or	Provision does not make sense as drafted. Amended to reflect the terms of other orders e.g. Article 12(7)(b) of the A417 Missing Link Order.
Article 16(1) and throughout	References to "authorised works" changed to "authorised development"	"authorised works" is not defined and its meaning is unclear whereas "authorised development" is defined and should be used consistently.
Article 16(4)	Any prohibition, suspension or other provision made by the undertaker under paragraph (1) has effect as if duly made by, as the case may be— (a) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or	Correction of typographical error. Moving of the words "and the instrument by which it is effected..." so they apply to provisions (a) and (b), not just provision (b).

	<p>(b) the local authority in whose area the road is situated, as an order under section 32 of the 1984 Act, and the instrument by which it is effected may specify savings and exemptions (in addition to those mentioned in Schedule 9 to the 1984 Act) to which the prohibition, restriction or other provision is subject.</p> <p><u>and the instrument by which it is effected may specify savings and exemptions (in addition to those mentioned in Schedule 9 to the 1984 Act) to which the prohibition, restriction or other provision is subject.</u></p>	
Article 17(1)	Subject to paragraphs 32(3) and 32(4) <u>paragraph 32(2)</u> and Part 3 of Schedule 9 to this Order (for the protection of the Canal & River Trust), the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.	Correction of incorrect cross-references.
Throughout	References to “Canal and River Trust” changed to “Canal & River Trust”	To reflect the correct name of the organisation and for consistency.
Article 18(3)(a)	must, if so required <u>on</u> entering the land, produce written evidence of their authority to do so; and	Correction of typographical error.
Article 19(1)	The undertaker may in connection with the construction of the authorised development (and subject to Part 3 of Schedule 9 (for the protection of the Canal and River Trust))—	Correction of typographical error.
Article 23(2)	The undertaker must pay compensation to any person whose land is injuriously affected by—	Correction of typographical error. Moving the words beginning “caused by carrying out or use...” so they apply to provisions (a) and (b), not just provision (b).

	<p>(a) an interference with an interest or right to which this article applies; or</p> <p>(b) a breach of a restriction as to use of land arising by virtue of contract, caused by carrying out or use of the authorised development and the operation of section 158 of the 2008 Act.</p> <p><u>caused by carrying out or use of the authorised development and the operation of section 158 of the 2008 Act.</u></p>	
Article 24(1)(a)	no notice to treat is to be served under Part 1 (C ompulsory P urchase under the Acquisition of Land Act 1946) of the 1965 Act; and	Capitalisation not necessary.
Article 25(2)	In the case of the Order land specified in column (1) of the table in Schedule 5 (new rights and restrictive covenants) the undertaker's powers under paragraph (1) are limited to acquire compulsorily the existing <u>acquiring compulsorily</u> the rights or the imposition of restrictive covenants over land as may be required for the purpose specified in column (2) of that Schedule.	The table in Schedule 5 that is referred to in this Article relates mainly to the creation of new rights and the imposition of restrictive covenants, rather than the acquisition of existing rights and the imposition of restrictive covenants. The amended wording more accurately reflects the content of Schedule 5.
Article 26(1)(b)	on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (powers of entry); or	Correction of typographical error.
Article 29(3)	In section 11A(27) (powers of entry: further notices of entry)(b)—	Correction of typographical error.
Article 31(1)(g)	construct any works on that land as mentioned in Schedule 1 (authorised development) <u>or in accordance with a scheme, plan, programme or other document approved by the relevant planning authority pursuant to article 40 (restoration works) or Schedule 2 (requirements).</u>	There is a potential for conflict between the terms of Article 31 and Article 40 and the requirements in Schedule 2. Restoration provisions in Article 31 amended to make it clear that any works carried out under a scheme or plan approved pursuant to the Article 40 or the requirements are not required to be removed under this Article.

Article 31(3)	Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.	Duplicates Article 31(4).
Article 33(c)	create and acquire compulsorily the new rights over land belonging to statutory undertakers within the Order land.	Duplicates wording in Article 33(a).
Article 35(2)	<p>Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 33 (statutory undertakers), any person who is—</p> <p>(a) the owner or occupier of premises the drains of which communicated with that sewer; or</p> <p>(b) the owner of a private sewer which communicated with that sewer,</p> <p>(c) 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.</p> <p>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 <u>sewage</u> disposal plant.</p>	Correction of typographical errors. Change (c) so it applies to provisions (a) and (b) rather than being an entry in the list.
Article 37(1)	The undertaker may fell or lop any tree or shrub adjoining or within the Order limits 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 obstructing or interfering with the construction or operation of the authorised development or its decommissioning or any apparatus used in connection with the authorised development.	Correction of typographical error.

Article 40(2)(b)	the authorised development permitted by the Keadby CCS Order have <u>has</u> been commenced within the period specified in Requirement 2 of that Order,	Correction of typographical error.
Article 46(1)(c)	with the consent of the recipient and subject to paragraphs (6) <u>(5)</u> to (8), by electronic transmission.	Correction of typographical error.
Article 47(1)	Where an application is made to or request is made of any authority or body named in any of the provisions of the <u>this</u> Order for any consent, agreement or approval required or contemplated by any of the provisions of the Order, such consent, agreement or approval to be validly given, must be given in writing and must not be unreasonably withheld or delayed.	Correction of typographical error.
Article 49(1)(b)	an alternative form of security, the form and amount of which has been approved by the Secretary of State (or a person appointed by the Secretary of State) in respect of the <u>liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).</u>	Missing text inserted from Keadby 3 DCO.
Schedule 2, paragraph 1	E environmental permit” means a permit granted pursuant to the Environmental Permitting (England and Wales) Regulations 2016(a) (or any such licence, authorisation or consent as may replace it);	Capitalisation not necessary / consistency.
Schedule 2, paragraph 1	“Schedule” capitalised here and throughout	Correction of typographical error / consistency.
Schedule 2, paragraph 1	<u>“functions” includes powers and duties;</u>	Definition added to reflect addition of sub-paragraph (2)
Schedule 2, paragraph 1(2)	<u>In this Schedule, where a requirement requires consultation with specified persons, the specified persons are only required to be consulted to the extent the scheme, plan, programme or other document in question relates to their functions or to matters related to their functions.</u>	To clarify the role of consultees in the discharge of requirements under Schedule 2. The wording ‘on matters related to their functions’ is well preceded in previous orders.
Schedule 2, requirement 6(2)	The plan submitted and approved pursuant to sub-paragraph (4) <u>(1)</u> must include details of-	Correction of typographical error.

Schedule 2, requirement 8(3)	No part of the authorised development may be brought into commercial use until details of any proposed permanent means of enclosure, have, for that part, been submitted to and, after consultation with the Environment Agency in respect of any accesses to main rivers , approved by the relevant planning authority.	EA has been added as a consultee, as requested by both the EA and the ExA, following the EA's concern that "fencing and other means of enclosure may impede access to main rivers, preventing maintenance and thereby increasing flood risk."
Schedule 2, requirement 11(1) and (3)	<p>(1) No part of the authorised development may commence, save for the permitted preliminary works, until details of the temporary surface water drainage systems, including means of pollution control in general accordance with the outline construction environmental management plan and a management and maintenance plan to ensure that the systems remain fully operational throughout the construction of the relevant part of the authorised development have, for that part, been submitted to, and approved by the relevant planning authority in consultation with the Environment Agency.</p> <p>(3) Details of the permanent surface water drainage systems, including a timetable for their implementation, must be submitted to, and after consultation with the lead local flood authority, and relevant internal drainage board and the Environment Agency, approved by the relevant planning authority prior to the start of construction of any part of those systems.</p>	EA has been added as a consultee, as requested by both the EA and the ExA, following the EA's concern that "drainage plans may not be appropriately assessed to ensure impacts to water quality are mitigated."
Schedule 2, requirement 12(1)	(1) No part of the authorised development may commence, save for the permitted preliminary works, until details of the temporary foul water drainage systems, including means of pollution control in general accordance with the outline construction environmental management plan and a management and maintenance plan to ensure that the systems remain fully operational throughout the construction of the relevant part of the authorised development have, for that part, been submitted to, and after consultation with the Environment Agency and Severn Trent Water, approved by the relevant planning authority.	EA has been added as a consultee, as requested by both the EA and the ExA, following the EA's concern that "drainage plans may not be appropriately assessed to ensure impacts to water quality are mitigated."

Schedule 2, requirement 16(1)	(1) No part of the authorised development may commence, save for the permitted preliminary works, until a construction environmental management plan for that part has been submitted to and, after consultation with Natural England and the Environment Agency, and the Canal & River Trust in relation to any details submitted in relation to Work No. 5, approved by the relevant planning authority.	CRT added as a consultee as requested and discussed at ISH1.
Schedule 2, requirement 32	<p>Tree compensation strategy</p> <p>32.—(1) No part of the authorised development comprised within Work No. 5 may commence, save for the permitted preliminary works (other than the removal of any trees), until a strategy to compensate for the loss of veteran and ancient trees has been submitted to and approved by the relevant planning authority.</p> <p>(2) The tree compensation strategy must be in general accordance with the specification in the Arboricultural Assessment appended to the outline landscape and biodiversity management and enhancement plan report.</p> <p>(3) The compensatory planting approved pursuant to paragraph (1) must be implemented in accordance with the approved details.</p> <p>(4) Other than any translocated trees, any tree planted as part of the approved plan that, within a period of 5 years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and at least</p>	As discussed at ISH1 this requirement is no longer necessary following the revised proposals which now mean there will be no loss of ancient and veteran trees. Requirement 6 deals with tree planting and any replacement or compensation planting can be dealt with as part of that Requirement and/or under Requirement 16. There is no need for a separate requirement covering the same subject.
Schedule 2, requirement 37	(4) The undertaker must consult the Environment Agency on measures relating to the water environment prior to submitting the plan to the relevant planning authority pursuant to paragraph (1).	The EA has been added as a consultee under this new paragraph as requested following the EA's concern that "the water environment could be at risk if proper protocols for decommissioning are not included in the DEMP".

Schedule 8, Paragraph 2(4)(a)	and that application is accompanied by a report pursuant to sub-paragraph (3) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement; or	Correction of typographical error.
Schedule 8, Paragraph 5(2)(e)	the appointed person must make his <u>their</u> decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 business days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d); and	Correction made as requested by the ExA at ISH1.
Schedule 9, Part 1, Paragraph 6(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 otherwise than by agreement (such agreement not to be unreasonably withheld or delayed). <u>otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).</u>	Correction of typographical error. Moved words beginning “otherwise than by agreement...” so they apply to provisions (a) and (b), not just provision (b).
Schedule 9, Part 3, Paragraph 32	<u>(4) The undertaker must not exercise the powers conferred by this Order to temporarily interfere with the waterway under article 19 (temporary interference with canal and River Trent and public rights of navigation) so as to divert any right of access to or any right of navigation along the waterway but such right of access may be diverted with the consent of the Canal & River Trust.</u>	Added to address the CRT’s concerns raised and discussed during ISH1. Wording is as per the Keadby 3 DCO.
Schedule 9, Part 3, Paragraph (6)	sub-paragraphs (1) to (5) (6)	Amended to reflect addition of new sub-paragraph (4)
Schedule 10, Table 5	Heat recovery stream generator hall (Work No. 1A)	Correction of typographical error.

Schedule 11	Addition of the Schedule of Commitments document.	Added at the request of the ExA at ISH1.
Explanatory Note	(This note is not part of the Regulations) Article 45	Correction of typographical errors.

2.2 Changes made to the draft DCO at Deadline 3

Provision	Change	Reason / notes
Schedule 2, paragraph 1	“shut-down period” means a period after construction works have finished for the day during which activities including changing out of work wear, the departure of workers, post-works briefings and closing and securing the site take place; and	Correction required following insertion of new defined term.
Schedule 2, paragraph 1	“start-up period” means a period prior to physical construction works starting for the day during which activities including the opening up of the site, the arrival of workers, changing in to work wear and pre-works briefings take place-;	Correction required following insertion of new defined term.
Schedule 2, paragraph 1	<u>“substantially in accordance with” means that the plan, document or detail to be submitted should in the main accord with the outline plan, document or detail and where it varies from the outline plan, document or detail should not give rise to any materially new or materially different environmental effects than those assessed in the environmental statement.</u>	Insertion of definition for consistency of terminology and standard adopted as explained in the Applicant’s Response to the Examining Authority’s First Written Questions (Q1.0.15).
Throughout	References to “in general accordance with” changed to “substantially in accordance with”	Change made for consistency of terminology and standard adopted as explained in the Applicant’s Response to the Examining Authority’s First Written Questions (Q1.0.15).

Schedule 2, paragraph 6(3)	(3) Any shrub or tree planted within Work Nos. 1-11 as part of the <u>plan</u> approved plan that, within a period of five years after planting, pursuant to sub-paragraph (1) that is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and at least of the size as that originally planted <u>accordance with the approved plan</u> unless otherwise agreed with the relevant planning authority.	Change made as explained in the Applicant's Response to the Examining Authority's First Written Questions (Q1.0.16).
Schedule 2, paragraph 6(4)	(4) The plan submitted and approved pursuant to sub-paragraph (1) must— <ul style="list-style-type: none"> (a) be in-general <u>substantially in</u> accordance with the principles of the outline landscape and biodiversity management and enhancement plan report and the indicative landscape and biodiversity plan; and must (b) be accompanied by a statement explaining how any planting proposed adjoining the Order limits has been subject to consultation with Keadby with Althorpe Parish Council <u>and how any replanting of trees proposed adjacent to the water abstraction point forming part of Work No. 5 has been subject to consultation with the Canal & River Trust</u> along with the regard had to feedback received subject to the principles of the outline landscape and biodiversity management and enhancement plan report. 	Amendment made as explained in the Applicant's Response to the Examining Authority's First Written Questions (Q1.0.13).
Schedule 2, paragraph 6(5)	(5) The plan submitted pursuant to paragraph <u>sub-paragraph</u> (1) must be implemented and maintained as approved during the operation of the authorised development unless otherwise agreed with the relevant planning authority.	Correction of typographical error.
Schedule 2, paragraph 14(2)	(2) The scheme submitted and approved must be in-general <u>pursuant to sub-paragraph (1) must be substantially in</u>	Correction required following insertion of new defined term and clarification of reference.

	accordance with the environmental statement and must be included in the construction environmental management plan submitted pursuant to requirement 16.	
Schedule 2, paragraph 15(2)	(2) The scheme submitted and approved must be in general pursuant to sub-paragraph (1) must be substantially in accordance with the outline written scheme of investigation.	Correction required following insertion of new defined term and clarification of reference.
Schedule 2, paragraph 22(c)	(c) a wharf management plan which shall include processes for a wharf management plan substantially in accordance with the framework wharf management plan which shall include processes for— <ul style="list-style-type: none"> <u>(i)</u> agreeing in advance the general principles around scheduling of abnormal load deliveries that would temporarily obstruct the entrance to Keadby Lock; and <u>(ii)</u> notifying the Canal & River Trust as to the timing of such deliveries, and measures that seek to avoid such deliveries occurring outside of the notified timings; 	Amendment made as explained in the Applicant's Response to the Examining Authority's First Written Questions (Q1.0.12).
Schedule 9, Part 3, paragraph 31(2)	"Code of Practice" means the Code of Practice for Works Affecting the Canal & River Trust (April 2023 <u>2025</u>) or any updates or amendments thereto;	Correction of typographical error.
Schedule 9, Part 3, paragraph 31(2)	"construction", in relation to any specified work or protective work, includes— <ul style="list-style-type: none"> (a) the execution and placing of that work; and (b) any relaying, renewal, or maintenance of that work as may be carried out during the period of 24 months from the completion of that work (save to the extent that such relaying, renewal or maintenance is covered by an agreement between the undertaker and Canal & River Trust in relation to the authorised works in which case these protective provisions shall 	Amendment made in agreement with the Canal & River Trust.

	<u>not apply</u>); and “construct” and “constructed” have corresponding meanings;	
Schedule 9, Part 3, paragraph 31(2)	“protective work” means a work constructed under paragraph 35 <u>33</u> (4)(a) (approval of plans etc.);	Correction of typographical error.
Schedule 9, Part 3, paragraph 31(2)	“specified work” means so much of the Work Nos. 5 and 9E as authorised development as is, may be, or takes place in, on, under, – or over <u>the surface of land below the water level forming part of</u> the waterway; or may affect the waterway or any function of the Canal & <u>River</u> Trust, including any projection over the waterway by those works <u>any authorised work</u> or any plant or machinery;	Amendment made in agreement with the Canal & River Trust. Correction of typographical error.
Schedule 9, Part 3, paragraph 31(2)	“the waterway” means each and every part of the Stainforth and Keadby Canal within the Order limits and includes any works, lands or premises belonging to the Canal & River Trust, or under its management or control, and held or used by the Canal & River Trust in connection with its statutory functions as they relate to that canal.	Amendment made in agreement with the Canal & River Trust.
Schedule 9, Part 3, paragraph 32(2)	(2) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article 17 (discharge of water) or in any way interfere with the supply of water to or the drainage of water from the waterway unless such exercise is with the consent of the Canal & River Trust, save as to surface water discharge which will not require the consent of the Canal & River Trust.	Amendment made in agreement with the Canal & River Trust.
Schedule 9, Part 3, paragraph 32(3)	(3) The undertaker must not exercise the powers conferred by article 18 (authority to survey and investigate the land), <u>article 19 (temporary interference with canal and River Trent and public rights of navigation),</u> or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of the Canal & River Trust.	Amendment made in agreement with the Canal & River Trust.
Schedule 9, Part 3, paragraph 32(4)	(4) The undertaker must not exercise the powers conferred by this Order to temporarily interfere with the waterway under	Deleted to avoid duplication following amendment to paragraph 32(3) above.

	article 19 (temporary interference with canal and River Trent and public rights of navigation) so as to divert any right of access to or any right of navigation along the waterway but such right of access may be diverted with the consent of the Canal & River Trust.	
Schedule 9, Part 3, paragraph 32(4)	(5) (4) The undertaker must not exercise any power conferred by article 31 (temporary use of land for carrying out the authorised development) or article 32 (temporary use of land for maintaining the authorised development) in respect of the waterway unless such exercise is with the consent of the Canal & River Trust.	Renumbering following deletion of former paragraph 32(4) above.
Schedule 9, Part 3, paragraph 32(5)	(6) (5) The undertaker must not exercise any power conferred by article 22 (compulsory acquisition of land), article 25 (compulsory acquisition of rights and restrictive covenants), 28 (acquisition of subsoil or airspace only) or 33 (statutory undertakers) in respect of the Canal & River Trust's interests in the waterway unless such exercise is with the consent of the Canal & River Trust.	Renumbering following deletion of former paragraph 32(4) above.
Schedule 9, Part 3, paragraph 32(6)	(7) (6) The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (6) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this Part of this Schedule or any condition contained in Schedule 2 (requirements) to this Order.	Renumbering following deletion of former paragraph 32(4) above.
Schedule 9, Part 3, paragraph 33(3)	(3) An approval of the engineer under this paragraph 33 is not deemed to have been unreasonably withheld if approval within the time limited by sub-paragraph (2) has not been given pending the outcome of any consultation on the approval in question that the Canal & River Trust is obliged to carry out in the proper exercise of its functions, provided prior written notice of such consultation has been provided by the	Amendment made in agreement with the Canal & River Trust.

	Canal & River Trust to the undertaker within 5 <u>20</u> working days of having received submission of the undertaker's relevant plans for approval.	
Schedule 9, Part 3, paragraph 36	The undertaker must give to the engineer 30 days' notice of its intention to commence the construction of any of the specified works or protective works (other than permitted preliminary works), or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, the Canal & River Trust may where appropriate arrange for the publication of notices bringing those works to the attention of users of the Canal & River Trust's network.	Amendment made in agreement with the Canal & River Trust.
Schedule 9, Part 3, paragraph 38(1) & (2)	(1) Before the commencement of any part of the specified works (other than permitted preliminary works) and again following practical completion of the specified works the undertaker must bear the reasonable and proper cost of the carrying out by a qualified engineer (the "surveyor"), to be approved by the Canal & River Trust and the undertaker, of a survey to measure the navigational depth of the waterway and profile of the riverbed <u>canal bed</u> ("the survey") of so much of the waterway and of any land which may provide support for the waterway as will or may be affected by the specified works. (2) The design of, and methods proposed to be used for, the survey, <u>are</u> to be approved by the Canal & River Trust and the undertaker.	Amendments made in agreement with the Canal & River Trust.
Schedule 9, Part 3, paragraph 39(1)(a)&(f)	(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and with any specifications made under paragraph 33 (3) (approval of plans, protective works etc.) and paragraph 33(4) <u>34</u> (design of works) of this Part; (f) in compliance with the Code of Practice (where appropriate and where consistent with the exercise the exercise of powers pursuant to this Order and for the timely,	Correction of typographical errors.

	safe, economic and efficient delivery of the authorised works).	
Schedule 9, Part 3, paragraph 43(2)(a)	(a) provide confirmation to the Canal & River Trust that the estimate is agreed and pay to the Canal & River Trust, by the date stipulated, that fee, charge, cost or expense; or	Correction of typographical error.
Schedule 9, Part 3, paragraph 43(3)	(3) The Canal & River Trust must take in to account any representations made by the undertaker in accordance with this paragraph 43 and must, within 15 working days of receipt of the information pursuant to sub-paragraph (1), confirm the amount of the fee, charge, cost or expense to be paid by the undertaker (if any) and the date by which this is to be paid.	Correction of typographical error.