Dated _____ _____

Asset Protection Deed
relating to

Apparatus belonging to Northern Gas Networks Limited

Northern Gas Networks Limited (1) and
xxxxxxx [full name] (2)

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THIS DEED is made the day of

BETWEEN

(1) **Northern Gas Networks Limited** (Company Number 05167070) whose registered office is at 1100 Century Way, Colton, Leeds, LS15 8TU (the "**Statutory undertaker**") and

(2) **xxxxxxxxx** (Company Number xxxxxxxx) whose registered office is at xxxxxxxxxx (the "**Undertaker**")

together the "**Parties**"

RECITALS

(A) The Statutory undertaker has rights to retain the Apparatus (as defined below) in the Order Land.

(B) The Undertaker is applying for the Order to carry out the Authorised Development, elements of which are intended to cross or be positioned in proximity to the Statutory undertaker's Apparatus. It is possible that the Statutory undertaker's apparatus may need to be removed or diverted, or the protective works will have to be built for its protection. In order to carry out the Authorised Development, the Undertaker also requires access to land in which the Statutory undertaker has rights for the purposes of its undertaking.

(C) It has been agreed by the Statutory undertaker that the Undertaker shall, subject as hereinafter mentioned, be entitled to construct the Authorised Development and carry out the Works in proximity to the Apparatus or require the apparatus to be diverted or removed in accordance with the provisions of this deed (the "**Deed**").

1 Definitions and Interpretation

1.1

"**Apparatus**"	means any mains, pipes or other apparatus belonging to the Statutory undertaker which it uses for the purposes of its undertaking and in the Protective Provisions "apparatus" shall have the same meaning;
"**Application**"	means the application under [section 37 of the Planning Act 2008] to the Secretary of State for the Order on [ ], reference number xxxxx;
"Authorised Development"	means the development authorised by the Order;
"**Group Company**"	means in relation to a company, that company, any subsidiary or holding company of that company and any subsidiary of a holding company of that company where holding company and subsidiary mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;
"**Protective Provisions**"	means the protective provisions set out in the first schedule to this Deed; and
"Statutory undertaker's Solicitors"	means Mr Alex O'Connell, the Statutory Undertaker's in house solicitor, or such other solicitor(s) as the Statutory undertaker may from time to time nominate;
"**Works**"	means all works carried out by the Undertaker to construct, lay, render operational, maintain, repair, renew, inspect and replace the Authorised Development or any part thereof including without limitation ancillary works of excavation, resurfacing, protecting, testing and drainage works, as

affect the Apparatus, and in the Protective Provisions "works" shall have the same meaning.

1.2 Interpretation

Unless there is something in the subject or context inconsistent with the same:-

1.2.1 the single shall include the plural and the masculine shall include the feminine and the neuter;

1.2.2 words importing persons include firms companies and corporations and visa versa;

1.2.3 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4 a reference to any party shall include that party's personal representatives, successors and permitted assigns;

1.2.5 the schedules and annexes to this Deed shall be deemed to be incorporated into this Deed;

1.2.6 the headings to the clauses and schedules shall not affect the interpretation of this Deed;

1.2.7 any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

1.2.8 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.9 any obligation on a party not to do something includes an obligation to not to agree or allow that thing to be done;

1.2.10 the expression "Statutory undertaker" and "Undertaker" shall include their respective successors in title and assigns; and

1.2.11 references in the Protective Provisions to articles, schedules or requirements in "this Order" are to provisions of the Draft Order, and shall be construed as being to the equivalent articles, schedules or requirements of the Order once it has been made.

2 Protective Provisions

2.1 The Protective Provisions set out in the first schedule to this Deed apply and the parties agree that with effect from the date of this Deed the protective provisions contained in the Order shall not apply.

2.2 The definitions contained in clause 1 of this Deed shall also apply to its first schedule, as shall the definitions of 'Undertaker' and 'Statutory undertaker'.

3 Termination

3.1 This Deed shall come into effect on the date first above written and shall continue in force until the completion of decommissioning of the Works (whether or not the Works or any part of the Works are left in situ), the removal of the Works or the termination of this Deed in accordance with 3.2 or the Protective Provisions.

3.2 The Undertaker may at any time terminate this Deed immediately by serving notice in writing upon the Statutory undertaker, but in that case the Undertaker must not carry out any Works to which the Protective Provisions in the first schedule to this Deed apply.

3.3 For the avoidance of doubt, the Undertaker shall not be under any obligation to carry out and complete the Works or any part thereof. The Statutory undertaker shall not be required to repay to the Undertaker any sums paid to the Statutory undertaker or the Statutory undertaker's professional advisers under this Deed if this Deed is terminated by the Undertaker.

4 Payments

4.1 All payments made by the Undertaker under this Deed shall be made by cheque or (if the Statutory undertaker so elects) by direct bank transfer to an account in England nominated in advance by the Statutory undertaker for that purpose.

4.2 In the event that any payment is not made by the Undertaker within thirty (30) days of the due date (which in the case of any compensation shall be the date of exchange of written agreements or in default of agreement the date of determination by expert or arbitrator), then the Statutory undertaker shall be entitled to interest on the outstanding balance (excluding any payments made by the Undertaker to the Statutory undertaker on account) at a rate of 3% above the base rate for the time being of Barclays Bank Plc, from the due date until the date payment is actually made.

5 Notices

5.1 Any notice or other communication to be served or given pursuant to this Deed shall be deemed to be sufficiently served:-

5.1.1 if it is delivered personally at or sent by registered or recorded delivery prepaid first class post to the Statutory undertaker's Solicitors or the Undertaker's Solicitors (or the Undertaker's nominated surveyor) (as the case may require) at their respective addresses as set out in the definitions clause of this Deed or such other address (if any) as they may have previously notified in writing from time to time to the other party's solicitors and in each case for such notice or other communication quoting their correspondence reference.

5.2 Any notice shall be deemed to have been served:-

5.2.1 if delivered in person at the time of delivery; or

5.2.2 if posted before 5pm on a working day to the correct address, the working day after it was put in the post; and

5.2.3 each notice served by the Statutory undertaker on the Undertaker shall also be served in the same manner and at the same time to the Undertaker's Solicitors.

6 Confidentiality

6.1 Neither party shall make or permit or suffer the making of any announcement or publication of the terms of this Deed, nor any comment or statement relating thereto without the prior consent of the other unless such disclosure:

6.1.1 is required by the rules of any recognised Stock Exchange on which shares of the disclosing party are quoted; or

6.1.2 is pursuant to any duty imposed by law on the disclosing party ; or

6.1.3 is made to a professional advisor, consultant, or a bank or financial institution which the disclosing party intends to involve in the financing of its business; or

6.1.4 is to a prospective bona fide assignee

and prior to disclosure pursuant to 6.1.3 and 6.1.4, the disclosing party must procure that the proposed recipient is made aware of the terms of this Deed and is bound to it to keep confidential the terms of this Deed.

7 Jurisdiction

This Deed and any matter arising from it shall be governed by and construed in accordance with the laws of England in all respects and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

8 Invalidity of Certain Provisions

If any term of this Deed or the application of it to any person or circumstances shall to any extent be invalid or unenforceable such term shall be separable and the remainder of this Deed or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

9 Assignment

9.1 Neither party shall assign, charge or share the benefit of this Agreement to any other party without the other’s consent (not to be unreasonably withheld or delayed).

10 No Misrepresentations

This Deed incorporates the entire contract between the parties and the parties acknowledge that they have not entered into this Deed in reliance on any statements or representations made by or on behalf of one party to the other save those set out in this Deed.

11 Rights of Third Parties

It is not intended that a person who is not a party to this Deed shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce the benefit of any terms of this Deed.

12 Development Consent Order

In consideration of the terms of this Deed the Statutory undertaker undertakes to refrain from making, and withdraw any previously made, representations to the Planning Inspectorate or the Secretary of State on the Draft Order or any other matters in respect of the Application.

IN WITNESS whereof this Deed has been executed by the parties and is hereby delivered on the date first written

SCHEDULE 1

PROTECTIVE PROVISIONS

FOR THE PROTECTION OF THE STATUTORY UNDERTAKER'S APPARATUS

Application

1. For the protection of the Statutory undertaker the following provisions shall, unless otherwise agreed in writing between the Undertaker and the Statutory undertaker, have effect.

Interpretation

2. In this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of the Statutory undertaker to enable the Statutory undertaker to fulfil its statutory functions in a manner no less efficient than previously;

"commence" has the same meaning as in article [2] (interpretation) of the Order;

"functions" includes powers and duties;

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

"maintain" and "maintenance" shall include the ability and right to do any of the following: construct, use, repair, alter, inspect, renew or remove;

"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 the works to be executed;

3. Except for paragraphs 4 (*apparatus of Statutory undertaker in stopped up streets*), 8 (*retained apparatus: protection*), 9 (*expenses*) and 10 (*indemnity*), this Schedule does not apply to apparatus in respect of which the relations between the Undertaker and the Statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of Statutory undertaker in stopped up streets

4. (1) Where any street is permanently stopped up under the relevant article of the Order (Article [10] (*permanent stopping up of streets*) of the Draft Order), if the Statutory undertaker has apparatus in such street or accesses it via such street then the Statutory undertaker shall be entitled to the same rights in respect of such apparatus in the stopped up street as it enjoyed immediately before the stopping up and the Undertaker will grant to the Statutory undertaker legal easements reasonably satisfactory to the Statutory undertaker in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of the relevant article of the Order (article [11] (*temporary stopping up of streets and public rights of way*) of the Draft Order), the Statutory undertaker shall be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway, subject always to the Undertaker's unimpeded ability to carry out the Works.

Acquisition of land

5. Regardless of any provision in the Order or anything shown on the land plans or contained in the book of reference to the Order, the Undertaker shall not acquire any apparatus or override any easement or other interest of the Statutory undertaker otherwise than by agreement.

Removal or diversion of apparatus

6. (1) If the Undertaker acquires any interest in land in which the Statutory undertaker's apparatus is placed, that apparatus shall not be removed and any right of a Statutory undertaker to maintain that apparatus in that land shall not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the Statutory undertaker.

(2) If, for the purpose of executing any Works, the Undertaker requires the removal or diversion of any apparatus, it shall give to the Statutory undertaker written notice of that requirement, together with a plan of the Works and the removal or diversion works proposed, the proposed position of the alternative apparatus, and the proposed timeline for the works. The Statutory undertaker shall reasonably approve these details. The Undertaker shall afford to the Statutory undertaker to their reasonable satisfaction the necessary facilities and rights for

(a) the construction of alternative apparatus in other land; and

(b) the maintenance of that apparatus

and the Statutory undertaker shall complete the works using its reasonable endeavours to meet the Undertaker's proposed timeline, and in any event without undue delay, in accordance with the details provided by the Undertaker under this sub-paragraph or as otherwise reasonably agreed by the Undertaker.

(3) If, in consequence of the Works carried out by the Undertaker, a Statutory undertaker reasonably needs to remove or divert any of its apparatus, it shall without undue delay give the Undertaker written notice of that requirement, together with a plan of the work proposed, the proposed position of the alternative apparatus and the proposed timeline for the works. The Undertaker shall reasonably approve these details and shall afford to the Statutory undertaker to their reasonable satisfaction the necessary facilities and rights for

(a) the construction of alternative apparatus; and

(b) the maintenance of that apparatus

and the Statutory undertaker shall complete the works without undue delay and in accordance with the approved details. If agreement cannot be reached the Statutory Undertaker reserves the right to terminate the Deed with immediate effect without liability.

(4) NOT USED

(5) NOT USED

(6) NOT USED

(7) 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-paragraphs (2) and (3), the Statutory undertaker shall, on receipt of a written notice to that effect from the Undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, but this obligation shall not require the Statutory undertaker to use its compulsory purchase powers unless it elects to so do.

(8) Paragraphs 9 (Expenses) and 10 (Indemnity) of this Schedule apply to removal or diversions works under this paragraph 6, but the Statutory undertaker must provide to the Undertaker a reasonable cost estimate for works that it proposes to carry out.

Facilities and rights for alternative apparatus

7. (1) Where, in accordance with the provisions of this Schedule, the Undertaker affords to the Statutory undertaker facilities and rights for the construction and maintenance in the Undertaker's land of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the Undertaker and the Statutory undertaker and shall be no less favourable on the whole to the Statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed, unless otherwise reasonably agreed.

(2) If the facilities and rights to be afforded by the Undertaker in respect of any alternative apparatus in the Undertaker’s land are less favourable on the whole to the Statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed, then the Undertaker and the Statutory undertaker shall agree appropriate compensation for the extent to

which the new facilities and rights render the Statutory undertaker less able to effectively carry out its undertaking or require it to do so at greater cost. If the amount of compensation cannot be agreed, then either the Undertaker or the Statutory undertaker may refer the matter to arbitration, and the arbitrator shall make such provision for the payment of compensation by the Undertaker to the Statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

8. (1) Not less than 56 days before commencing the execution of any Works that will or may affect any apparatus, the removal or diversion of which has not been required by the Undertaker under paragraph 6(2) or otherwise or by the Statutory undertaker under paragraph 6(3), the Undertaker shall submit to the Statutory undertaker in question a plan showing the Works and the apparatus.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus, the plan to be submitted to the Statutory undertaker under sub-paragraph (1) shall be detailed including a method statement and describing—

(a) the exact position of the Works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc;

(d) the position of all apparatus; and

(e) by way of detailed drawings, every alteration proposed to be made to or close to any apparatus.

(3) The Undertaker shall not commence the construction or renewal of any works to which sub-paragraphs (1) or (2) apply until the Statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the Statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and

(b) shall not be unreasonably withheld or delayed.

(5) In relation to works to which sub-paragraph (2) applies, the Statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under the Order to which this paragraph 8 applies shall be executed only in accordance with the relevant plan, notified under sub-paragraph (1) and approved (with conditions, if applicable) under sub-paragraph (4), as amended from time to time by agreement between the Undertaker and the Statutory undertaker. The Statutory undertaker shall be entitled to watch and inspect the execution of those Works.

(7) Where the Statutory undertaker requires any protective works or subsidence monitoring to be carried out either by itself or by the Undertaker (whether of a temporary or permanent nature), the Statutory undertaker shall give the Undertaker notice of such requirement in its approval under sub-paragraph (3), and

(a) such protective works shall be carried out to the Statutory undertakers' reasonable satisfaction prior to the carrying out of the relevant part of the Works;

(b) ground subsidence monitoring shall be carried out in accordance with a scheme approved by the Statutory undertaker (such approval not to be unreasonably withheld or delayed), which shall set out:

(i) the apparatus which is to be subject to such monitoring;

(ii) the extent of land to be monitored;

(iii) the manner in which ground levels are to be monitored;

(iv) the timescales of any monitoring activities; and

(v) the extent of ground subsidence which, if exceeded, shall require the Undertaker to submit for the Statutory undertaker's approval a ground subsidence mitigation scheme in respect of such subsidence;

(c) if a subsidence mitigation scheme is required, it shall be carried out as approved (such approval not to be unreasonably withheld or delayed).

(8) Nothing in this paragraph shall preclude 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 relevant 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.

(9) The Undertaker shall not be required to comply with sub-paragraphs (1) or (2) where it needs to carry out emergency works as defined in the 1991 Act, but in that case it shall give to the Statutory undertaker notice as soon as is reasonably practicable and a plan of those works shall comply with the other requirements in this paragraph insofar as is reasonably practicable in the circumstances, provided that it always complies with sub-paragraph (10).

(10) At all times when carrying out any works authorised under the Order that may or will affect the apparatus, the Undertaker shall comply with the Statutory undertaker's policies for safe working in proximity to gas apparatus including the "Specification for safe working in the vicinity of Northern Gas Networks, Gas pipelines and associated installation requirements for third parties "NGN/SPSSW22" and the Health and Safety Executive guidance document "HS(G)47 Avoiding Danger from underground services".

Expenses

9. (1) Subject to the following provisions of this paragraph, the Undertaker shall repay to the Statutory undertaker on demand all charges, costs and expenses reasonably incurred by the Statutory undertaker in, or in connection with, the inspection, removal or diversion, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be reasonably required and necessary in consequence of the execution of the Works, including without limitation—

(a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus, including without limitation in the event that the Statutory undertaker elects to use compulsory purchase powers to acquire any necessary rights under 6(7);

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(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;

(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 works carried out pursuant to this Schedule; and

(g) any statutory loss of supply payments under the 'Guaranteed Standards of Service' regime that the Statutory undertaker may incur in consequence of the works, but in the event that such payments are likely to become payable, the Statutory undertaker shall give the Undertaker notice as soon as reasonably practicable of the payments and the likely amount.

(2) The Statutory undertaker shall use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any expenses capable of being claimed under sub-paragraph (1). If requested to do so by the Undertaker, the Statutory undertaker shall provide an explanation of how the claimed expenses have been minimised. The Undertaker shall only be liable to pay expenses that have been reasonably incurred.

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

(4) If in accordance with the provisions of this part of this Schedule—

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

then, if this incurs greater expense than would have been incurred by a like-for-like (or as close as practicable to like-for like) replacement at the same depth, the Undertaker shall not be liable for this additional expense.

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

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

Indemnity

10. (1) Subject to sub-paragraphs (2),(3) and (4), and without detracting from paragraph 9 above, if by reason or in consequence of the construction of any works carried out under this Schedule or in consequence of the construction, use, maintenance or failure of any of the 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 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 those works) or property of the Statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the Statutory undertaker, or the Statutory undertaker becomes liable to pay any amount to any third party, the Undertaker shall—

(a) indemnify the Statutory undertaker any costs reasonably incurred by the Statutory undertaker in making good such damage or restoring the supply; and

(b) indemnify the Statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs (save to the extent that the same arises due to the sole, or complete act, neglect or default of the Statutory undertaker) incurred by or recovered from the Statutory undertaker.

(2) The fact that any act or thing may have been done by the Statutory undertaker on behalf of the Undertaker or in accordance with a plan approved by the Statutory undertaker or in accordance with any requirement of the Statutory undertaker or under its supervision shall not (subject to sub-paragraph (4)), excuse the Undertaker from liability under the provisions of this sub-paragraph (1).

(3) The Statutory undertaker shall use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any costs, expenses, loss, demands, penalties etc. capable of being claimed under sub-paragraph (1). If requested to do so by the Undertaker, the Statutory undertaker shall provide an explanation of how the claimed expenses have been minimised. The Undertaker shall only be liable to pay expenses that have been reasonably incurred.

(4) Nothing in sub-paragraph (1) shall impose any liability on the Undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the Statutory undertaker, its officers, servants, contractors or agents.

(5) The Statutory undertaker shall give the Undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without first consulting the Undertaker and considering their promptly made representations to the extent practicable.

Enactments and agreements

11. Nothing in this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the Undertaker and the Statutory undertaker in respect of any apparatus laid or erected in land belonging to the Undertaker.

Co-operation

12. Where in consequence of the proposed construction of any of the Works the Undertaker or the Statutory undertaker requires the removal of apparatus in accordance with the provisions of these Protective Provisions, each party shall use all reasonable endeavours to co-ordinate the execution of such works in the interests of safety and the efficient and economic execution of such works, taking into account the absolute need to ensure the safe and efficient operation of the Statutory undertaker's undertaking and its apparatus.

Access

13. If in consequence of the powers granted under the Order, the access to any apparatus is materially obstructed, the Undertaker shall provide such alternative means of access to such apparatus as will enable the Statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Any difference or dispute arising between the Undertaker and the Statutory undertaker under this Schedule shall, unless otherwise agreed in writing between the Undertaker and that Statutory undertaker, be determined by arbitration in accordance with the relevant article of the Order.

Works falling outside of development authorised by the Order

15. Nothing in this schedule shall require the Undertaker to carry out works, or require the Undertaker to enable the Statutory undertaker to carry out works, that are not authorised by the Order. The Statutory undertaker shall not request any alteration, diversion, protective work or any other work which is not authorised to be carried out under the Order (but for the avoidance of doubt, it may elect to carry out such works itself under any other planning permission, permitted development rights or statutory powers (including those of compulsory acquisition) available to it).

Cathodic protection testing

16. Where in the reasonable opinion of either party:

(a) the Authorised Development might interfere with the existing cathodic protection forming part of the apparatus; or

(b) the apparatus might interfere with the proposed or existing cathodic protection forming part of the Authorised Development;

the parties shall co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

Executed as a deed by)
Northern Gas Networks Limited)
)
Acting by one director
in the presence of)

……
Director

.....

Name

Address

Occupation

Executed as a deed by)
xxxxxxxxx)
acting by one director
in the presence of)

……
Director

.....

Name

Address

Occupation