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

202[ ] No. ****

INFRASTRUCTURE PLANNING

The Light Valley Solar Order 202[ ]

Made - - - - ***

Coming into force - - ***

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An application has been made to the Secretary of State under section 37 of the Planning Act 2008 ("the 2008 Act")(**a**) in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(**b**) for an order granting development consent.

The application has been examined by the Examining Authority appointed by the Secretary of State pursuant to Chapter 2 of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(**c**).

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(**d**) of the 2008 Act made a report and recommendation to the Secretary of State.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**e**) and has had regard to the documents and matters referred to in section 104(2)(**f**) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

In accordance with section 127 (statutory undertaker's land)(**g**) of the 2008 Act, the Secretary of State has applied the relevant tests and is satisfied that they have been met.

The Secretary of State, in exercise of the powers conferred by sections 114(**h**), 115(**i**), 117(**j**), 120(**k**), 122(**l**), 123(**m**) of the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

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

Interpretation

2. —(1) In this Order—

(**a**) 2008 c. 29. Section 37 was amended by section 137(5) of, and paragraph 5 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264.
(**c**) S.I. 2010/103.
(**d**) As amended by paragraph 35(2) and (3) of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**e**) S.I. 2017/572.
(**f**) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c. 23) and by section 128(2) of the and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011 (c. 20).
(**g**) 2008 c. 29. Section 127 was amended by sections 23, (2)(a), 23(2)(b) and 23(2)(c) of the Growth and Infrastructure Act 2013 (c. 27) and by paragraphs 64(1) and (2) of Schedule 13(1) and paragraph 1 of Schedule 25 to the Localism Act 2011 (c. 20).
(**h**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**i**) Section 115 was amended by paragraph 56 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011, section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**j**) Section 117 was amended by paragraph 58 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011.
(**k**) Section 120 was amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**l**) Section 122 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**m**) Section 123 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.

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

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

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

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

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

"the 1988 Act" means the Road Traffic Act 1988(**f**);

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

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

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

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

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

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

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

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

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

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

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

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

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

"commence" means beginning to carry out a material operation, as defined in section 155 (when development begins) of the 2008 Act, comprised in or carried out or for the purposes of the authorised development other than the permitted preliminary works (except where stated to the contrary) and "commencement" and "commenced" are to be construed accordingly;

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

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

(**a**) 1961 c. 33.
(**b**) 1965 c. 56.
(**c**) 1980 c. 66.
(**d**) 1981 c. 66.
(**e**) 1984 c. 27.
(**f**) 1988 c. 52.
(**g**) 1989 c. 29.
(**h**) 1990 c. 8.
(**i**) 1991 c. 22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c. 26). Sections 78(4), 80(4) and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(**j**) 2008 c. 29.

"date of decommissioning" means in respect of each part of the authorised development, the date notified under requirement 19 that the commercial use of that part of the authorised development has permanently ceased;

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

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

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

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

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

"electronic transmission" means a communication transmitted—

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

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

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

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

"group company" means any (i) direct or indirect subsidiary company of the undertaker (ii) direct or indirect parent company of the undertaker or (iii) undertaking which shares the same ultimate parent company as the undertaker;

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

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

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

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

"Order land" means the land shown coloured pink and the land shown coloured blue on the land, crown land and special category land plans which is required for or is required to facilitate or is incidental to the authorised development and which is within the limits of land to be acquired or used and described in the book of reference;

"Order limits" means the limits shown on the works plans within which the authorised development may be carried out and land acquired or used;

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

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

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

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

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

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

"outline drainage strategy" means appendix 15.4 of the environmental statement and the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline drainage strategy for the purposes of this Order;

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

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

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

"outline skills, supply chain and employment plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline skills, supply chain and employment plan for the purposes of this Order;

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

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

"permissive paths" means new paths providing restricted public access within the Order limits;

"parent company" has the same meaning as in section 1173 of the Companies Act 2006(**b**);

"permit scheme" means the North Yorkshire Permit Scheme made under Part 3 of the Traffic Management Act 2004;

"permitted preliminary works" means all or any of—

(a) non-intrusive environmental surveys;

(b) geotechnical surveys and other investigations for the purpose of assessing ground conditions;

(c) intrusive archaeological surveys (including stripping, mapping, sampling and recording);

(d) removal of plant and machinery;

(e) above ground site preparation for temporary facilities for the use of contractors, including the installation of haul roads that do not involve watercourse crossings;

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

(g) protection, diversion and laying of apparatus;

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

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

(j) site clearance (including vegetation removal, demolition of existing buildings and structures (and any associated infrastructure));

(k) Work No. 9B;

(l) Work No. 8;

(m) advanced planting; or

(**a**) 1981 c. 67.
(**b**) 2006 c. 46.

(n) footpath works, including Public Rights of Way (PRoW) diversions (temporary and permanent) and Work No. 10.

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

"plot" means any plot as may be identified by reference to a number and which is listed in the book of reference and shown on the land and crown land plans;

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

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

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

"requirements" means those matters set out at Schedule 2 (requirements) and "requirement" means any one of the requirements and any reference to a numbered requirement is to be construed accordingly;

"statutory undertaker" means any person falling within section 127(8) (statutory undertakers' land) of the 2008 Act and includes a public communications provider defined by section 151(1) (interpretation of chapter 1) of the Communications Act 2003(**a**);

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

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

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

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

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

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

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

"undertaker" means Light Valley Solar Limited (company number 13290180) and any other person who for the time being has the benefit of this Order in accordance with article 36 (benefit of the Order) or article 37 (consent to transfer the benefit of the Order);

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

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

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

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

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

(**a**) 2003 c. 21.
(**b**) "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c.7).
(**c**) 2006 c. 46.
(**d**) Section 121A was inserted by paragraph 70 of Schedule 8 to the 1991 Act, and subsequently amended by section 271 of the Greater London Authority Act 1999 (c. 29); section 1(6) of, and paragraphs 70 and 95 of Schedule 1 to the Infrastructure Act 2015; and S.I. 1999/1920 and S.I. 2001/1400.

with the interests or rights of another and are for the benefit of land which is acquired under this Order or over which rights are created and acquired under this Order or is otherwise comprised in this Order.

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

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

(5) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plans and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to "Work No. 8" or "numbered work 8" means numbered works 8A and 8B inclusive and the same principle applies to such numbered works that contain letters.

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

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

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

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

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

PART 2

PRINCIPAL POWERS

Development consent etc. granted by this Order

3. —(1) Subject to the provisions of this Order and the requirements in Schedule 2 (requirements), the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

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

Operation of generating station

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

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

Power to maintain the authorised development

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

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

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

Disapplication and modification of legislation, etc.

6. —(1) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purposes of, or in connection with, the construction, operation, maintenance or decommissioning of any part of the authorised development—

(a) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(**a**);

(b) section 32 (variation of awards)(**b**) of the Land Drainage Act 1991;

(c) the provisions of any byelaws made under section 66 (powers to make byelaws)(**c**) of the Land Drainage Act 1991;

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

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

(f) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order and do not impact on the operation or maintenance of the River Ouse as a navigable river; and

(g) the provisions of the Neighbourhood Planning Act 2017(**f**) insofar as they relate to the temporary possession of land under articles 31 (temporary use of land for constructing the authorised development) and 32 (temporary use of land for maintaining the authorised development) of this Order.

(2) For the purposes of section 9 (requirement of licence for felling) of the Forestry Act 1967(**g**) any felling comprised in the carrying out of any work or operation required for the purposes of, or in connection with, the construction of the authorised development is deemed to be immediately required for the purpose of carrying out development authorised by planning permission granted under the 1990 Act.

(3) Regulation 6(1) of the Hedgerows Regulations 1997 has effect as though after sub-paragraph (e) there were added—

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

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

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

(5) Notwithstanding the provisions of section 208 (liability) of the 2008 Act, for the purposes of regulation 6 (meaning of "development") of the Community Infrastructure Levy Regulations 2010(**h**) any building comprised in the authorised development is deemed to be—

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

(**a**) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.
(**b**) Section 32 was amended by S.I. 2013/755.
(**c**) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).
(**d**) 1991 c. 57. Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to the Marine and Coastal Access Act 2009 (c. 23) and S.I. 2013/775. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, sections 224, 233 and 321 of and paragraphs 20 and 24 of Schedule 16 and Part 5(B) of Schedule 22 to the Marine and Coastal Access Act 2009 and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.
(**e**) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.
(**f**) 2017 c. 20.
(**g**) Section 9 was amended by section 4 of, and paragraph 141 of, Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2013/755. There are other amendments to section 9 that are not relevant to this Order.
(**h**) S.I. 2010/948, amended by S.I. 2011/987. There are other amending instruments but none are relevant to this Order.

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

Defence to proceedings in respect of statutory nuisance

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

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

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

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

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

PART 3

STREETS

Street works

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

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

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

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

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

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

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

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) Where the undertaker is not the street authority, the provisions of sections 54 (notice of certain works) to 106 (index of defined expressions) of the 1991 Act apply to any street works carried out under paragraph (1).

(**a**) 1990 c. 43.
(**b**) 1974 c. 40. Section 61(9) was amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 (c. 25). There are other amendments to the 1974 Act which are not relevant to the Order.

Application of the permit scheme

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

(2) For the purposes of this Order—

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

(b) a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(3) Without restricting the undertaker's recourse to any alternative appeal mechanism which may be available under the permit scheme or otherwise, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit scheme in accordance with the mechanism set out in Schedule 16 (procedure for discharge of requirements) of this Order.

(4) References to moratoria in paragraph (2) mean restrictions imposed under section 58 (restrictions on works following substantial road works) or section 58A (restrictions on works following substantial street works) of the 1991 Act.

Power to alter layout, etc., of streets

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

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

(b) in the case of the streets as specified in column 2 of the table in Part 2 (temporary alteration of layout) of Schedule 5 temporarily in the manner specified in relation to that street in column 3.

(2) Without prejudice to the specific powers conferred by paragraph (1), but subject to paragraphs (3) and (4), the undertaker may, for the purposes of constructing, operating, maintaining, or decommissioning the authorised development, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

(a) alter the level or increase the width of any kerb, footway, cycle track or verge; and

(b) make and maintain passing places.

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

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

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

Construction and maintenance of altered streets

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

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

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

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

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

(2) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such

care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(3) For the purposes of a defence under paragraph (2), a court must in particular have regard to the following matters—

(a) the character of the street including the traffic which was reasonably to be expected to use it;

(b) the standard of maintenance appropriate for a street of that character and used by such traffic;

(c) the state of repair in which a reasonable person would have expected to find the street;

(d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and

(e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant that the undertaker had arranged for a competent person to carry out or supervise the maintenance of that part of the street to which the action relates unless it is also proved that the undertaker had given that person proper instructions with regard to the maintenance of the street and that those instructions had been carried out.

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

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

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

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

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

(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary closure, prohibition, restriction, alteration or diversion of a street or public right of way under this article if there would otherwise be no such access.

(3) Paragraph (1)(c), and any authorisation given by the undertaker under it constitutes lawful authority for the purposes of section 34 (prohibition on driving mechanically propelled vehicles elsewhere than on roads) of the 1988 Act(**a**).

(4) Without prejudice to the generality of paragraph (1), the undertaker may temporarily close, prohibit the use of, restrict the use of, authorise the use of, stop up, alter or divert—

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

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

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

(d) the public rights of way specified in column 2 of the table in Part 4 (public rights of way to be permanently closed and diverted) of Schedule 6 to the extent specified in column 3 of that table.

(5) Without prejudice to the generality of paragraph (1), the undertaker may permanently close, prohibit the use of, restrict the use of, authorise the use of, stop up, alter or divert the public rights of way specified in column 2 of the table in Part 4 (public rights of way to be permanently closed and diverted) of Schedule 6 to the extent specified in column 3 of that table.

(**a**) 1988 c. 52.

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

(a) any street or public right of way specified in paragraph (4) without first consulting the street authority; and

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

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

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

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

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

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

Use of private roads

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

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

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

Access to works

14. The undertaker may, for the purposes of the authorised development—

(a) form and lay out the permanent means of access, or improve existing means of access, in the locations specified in Part 1 (permanent means of access to works) of Schedule 7 (access to works);

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

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

Agreements with street authorities

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

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

(b) any closure, prohibition, restriction, alteration or diversion of a street authorised by this Order;

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

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

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

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

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

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

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

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

Traffic regulation measures

16.—(1) Subject to the provisions of this article, the undertaker may make temporary provision for the purposes of the construction, maintenance and decommissioning of the authorised development—

(a) as to the speed at which vehicles may proceed along any road;

(b) permitting, prohibiting or restricting the stopping, waiting, loading or unloading of vehicles on any road;

(c) as to the prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;

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

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

(2) Subject to the provisions of this article the undertaker may at any time, in the interests of safety and for the purposes of, or in connection with, the construction of the authorised development, temporarily place traffic signs and signals in the extents specified in column 3 of the road specified in column 2 of the table in Schedule 8 (traffic regulation measures) and over which temporary provision has been made under paragraph (1) and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(**a**).

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 4

SUPPLEMENTAL POWERS

Discharge of water

17.—(1) Subject to paragraphs (3), (4) and (8) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance or decommissioning of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

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

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

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

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

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

(5) Where the undertaker discharges water into, or makes any opening into, a watercourse, public sewer or drain belonging to or under the control of a drainage authority, the provisions of Part 3 of Schedule 15 (protective provisions) apply in substitution for the provisions of paragraphs (3) and (4).

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

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016(**c**).

(8) In this article—

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

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

Removal of human remains

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

(**a**) 2004 c. 18.
(**b**) 1991 c. 56.
(**c**) S.I. 2016/1154.

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

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

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

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

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

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

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

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

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

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

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

(8) If—

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

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

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

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

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

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and reinterment or cremation of the remains.

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

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

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

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

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

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

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

(a) may remove the remains;

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

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

(13) In this article—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Protective works to buildings

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

(2) Protective works may be carried out—

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

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

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

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

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

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

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

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

(5) Before exercising—

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

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

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

(d) a right under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 44 (arbitration).

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

(8) Where—

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

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

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

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

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

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

(12) In this article—

(**a**) Section 152 was amended by S.I. 2009/1307.
(**b**) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13, and Part 3 of Schedule 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).
(**c**) Section 125 was amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

(a) "emergency" means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individual classes or generally as the case may be of taking that action).

(b) "protective works" in relation to a building means—

(i) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, maintenance or use of the authorised development; and

(ii) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, maintenance or use of the authorised development.

Authority to survey and investigate the land

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

(a) survey or investigate the land;

(b) without prejudice to the generality of sub-paragraph (a), make trial holes or boreholes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and groundwater and remove soil and groundwater samples;

(c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including the digging of trenches; and

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

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

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

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

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

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

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

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

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

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

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

21.—(1) The undertaker may—

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

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

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

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

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

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

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

(4) In this article—

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

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

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

Compulsory acquisition of land – incorporation of the mineral code

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

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

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

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

Compulsory acquisition of rights

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

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

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

(4) Schedule 10 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

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

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

(7) The undertaker may acquire rights or impose restrictive covenants in respect of the route options specified in column (1) of the table in Part 2 of Schedule 9 (route options) over the plots listed in column (2) or the plots listed in column (3) but not both.

(8) Within 28 days of the undertaker serving a notice to treat under section 5 of the 1965 Act or making a declaration under section 4 of the 1981 Act to which paragraph (7) applies, the undertaker must notify the landowners of the plots listed in whichever of column (2) or column (3) does not contain the land subject to the notice or declaration that rights can no longer be acquired or restrictive covenants imposed in that land.

(9) Nothing in paragraph (7) restricts the undertaker from taking temporary possession of the land identified in column (2) or column (3) of the table in Part 2 of Schedule 9 after a notice has been served or declaration has been made.

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

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

Private rights

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

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

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

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 24 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant on the earliest of—

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

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

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under article 31 (temporary use of land for constructing the authorised development) or article 32 (temporary use of land for maintaining the authorised development) are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) The undertaker may by notice extinguish private rights and restrictive covenants over land subject to compulsory acquisition under this Order—

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

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

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

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

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

(a) any notice given by the undertaker before—

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

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

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

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

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

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

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

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

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

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

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

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

Application of the 1981 Act

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

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

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

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

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

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

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

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

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

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

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

Power to override easements and other rights

27.—(1) Any authorised activity which takes place on land within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

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

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

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

(3) Where an interest, right or restriction is overridden by paragraph (1), compensation—

(a) is payable under section 7 (measure of compensation in case of severance) or section 10 (further provision as to compensation for injurious affection) of the 1965 Act; and

(b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—

(i) the compensation is to be estimated in connection with a purchase under that Act; or

(ii) the injury arises from the execution of works on or use of land acquired under that Act.

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

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

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(5) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1).

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

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

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

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

Modification of Part 1 of the Compulsory Purchase Act 1965

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

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

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

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

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

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

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

(2) But see article 29(3) (acquisition of subsoil only) of the Light Valley Solar Order 202[ ], which excludes the acquisition of subsoil only from this Schedule ; and

(b) after paragraph 29 insert—

PART 4

INTERPRETATION

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

Acquisition of subsoil only

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

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

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

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

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

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

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

Rights under streets

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

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

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

(a) any subway or underground building; or

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

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

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

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for constructing the authorised development

31.—(1) The undertaker may, in connection with the construction of the authorised development but subject to article 22 (time limit for exercise of authority to possess land temporarily or to acquire land compulsorily)—

(a) enter on and take temporary possession of—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession the undertaker must, before giving up possession of land of which temporary possession has been taken under this article, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

(**a**) Section 11 was amended by section 34(1) of, and paragraph 14(3) of Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186, 187 and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 and S.I. 2009/1307.

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

(a) replace any building, structure, agricultural plant or apparatus, electric line, debris, drain or vegetation removed under this article;

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

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

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

(e) restore the land on which any works have been carried out under paragraph (1)(f) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2 (requirements);

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

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

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

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

(8) Subject to article 43 (no double recovery), nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

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

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

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

(a) creating and acquiring new rights or imposing restrictions over any part of the Order land identified in Part 1 (land in which only new rights may be acquired and restrictive covenants imposed) of Schedule 9 (land in which only new rights etc. may be acquired); or

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

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

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

Temporary use of land for maintaining the authorised development

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

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

(b) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and

(c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

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

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

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

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

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

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

(8) Subject to article 43 (no double recovery), nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

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

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

(11) In this article "the maintenance period" means—

(a) the period of five years beginning with the date of final commissioning of the part of the authorised development for which temporary possession is required under this article; or

(b) in relation to landscaping, such period as is set out in the landscape and ecological management plan which is approved by the relevant planning authority pursuant to requirement 6, beginning with the date on which that part of the landscaping is completed.

Statutory undertakers

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

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

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

Apparatus and rights of statutory undertakers in closed or restricted streets

34. Where a street is closed, altered or diverted or its use is temporarily prohibited or restricted under article 8 (street works), article 10 (power to alter layout, etc., of streets), article 11 (construction and maintenance of altered streets) or article 12 (temporary and permanent closure, restriction or prohibition of use or stopping up of streets and public rights of way) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule 15 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

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

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

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

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

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

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

(4) In this article—

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

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

PART 6

MISCELLANEOUS AND GENERAL

Benefit of the Order

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

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

Consent to transfer the benefit of the Order

37.—(1) Subject to the powers of this Order, the undertaker may—

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; and

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where a transfer or grant has been made references in this Order to the undertaker, except in paragraph (8), are to include references to the transferee or lessee.

(3) The consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—

(a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply etc.) of the 1989 Act;

(b) the transferee or lessee is an entity (whether that entity is a group company of the undertaker or any other entity) that is responsible for the on-going management of any part of Work No.

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

9B, the identity of which has been agreed by the local planning authority following approvals given under requirement 8; or

(c) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(i) no such claims have been made;

(ii) any such claim has been made and has been compromised or withdrawn;

(iii) compensation has been paid in full and final settlement of any such claim;

(iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(4) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State in writing before transferring or granting a benefit referred to in paragraph (1).

(5) The notification referred to in paragraph (4) must state—

(a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;

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

(c) the powers to be transferred or granted;

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

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

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

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

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

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

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

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

Application of landlord and tenant law

38.—(1) This article applies to—

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

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement, so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Planning Permission, etc.

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

(2) Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as not being operational land) of the 1990 Act.

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

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

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

(4) Any development or any part of a development within the Order limits which is constructed or used under the authority of a permission granted under section 57 of the 1990 Act, including permissions falling under paragraph (1) or (3), is deemed not to be a breach of, or inconsistent with, this Order and does not prevent the authorised development being carried out or used or any other function under this Order being exercised.

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

Felling or lopping of trees and removal of hedgerows

40.—(1) The undertaker may fell or lop any tree or shrub near any part of the Order Limits or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—

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

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

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

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

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

(4) The undertaker may, for the purposes of the authorised development or in connection with the authorised development and subject to paragraph (2), remove the hedgerows specified in the table in Part 1, and the important hedgerows set out in the table in Part 2, of Schedule 12 (hedgerows to be removed) to the extent set out in the landscape and ecological management plan approved pursuant to requirement 6 in Schedule 2 (requirements).

(5) The undertaker may not pursuant to paragraphs (1) and (4) fell or lop a tree or remove hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.

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

Trees subject to trees preservation orders

41.—(1) The undertaker may, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance, operation or decommissioning of the authorised development or any apparatus used in connection with the authorised development, fell or lop or cut back the roots of any tree that is subject to a tree preservation order that is within or overhanging land within the Order limits provided the relevant tree preservation order was made after the date of this Order.

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

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

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

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

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

Certification of plans and documents, etc.

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

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

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

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

No double recovery

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

Arbitration

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

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

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

Protective provisions

45. Schedule 15 (protective provisions) has effect.

Service of notices

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

(a) by post;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Procedure in relation to certain approvals etc.

47.—(1) Where an application is made to or request is made of a consenting authority for any consent, agreement or approval required or contemplated by any of the provisions of the Order (not including the requirements), such consent, agreement or approval to be validly given, must be given in writing.

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

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

(4) Save for applications made pursuant to Schedule 16 (procedure for discharge of requirements) and where stated to the contrary if, within six weeks (or such longer period as may be agreed between the undertaker and the relevant consenting authority in writing) after the application or request has been submitted to a consenting authority it has not notified the undertaker of its disapproval and the grounds of disapproval, it is deemed to have approved the application or request.

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

(6) Schedule 16 does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 15 (protective provisions) or any dispute under article 19(6) (protective works to buildings) to which paragraph (4) applies.

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

Guarantees in respect of payment of compensation

48.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any part of the Order limits unless it has first put in place either—

(a) a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2); or

(b) an alternative form of security, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).

(2) The provisions are—

(a) article 21 (compulsory acquisition of land);

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

(c) article 25 (private rights);

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

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

(f) article 33 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

Crown rights

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

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

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

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

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

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

Signatory text

Name

Address — Parliamentary Under Secretary of State

Date — Department

SCHEDULES

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

1. In this Schedule—

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

"energy storage" means equipment used for the storage of electrical energy;

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

"mounting structure" means a frame or rack made of galvanised steel, anodised aluminium or other material designed to support the solar modules;

"National Grid substation" means the existing 275kV substation at Monk Fryston, North Yorkshire, owned and operated by National Grid;

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

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

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

"transformer" means a structure serving to transform electricity to a different voltage.

Authorised development

2. In the unitary area of North Yorkshire, a project of national significance as defined in sections 14(1)(a) and 15, and development which is to be treated as development for which development consent is required by direction under sections 35(1) and 35ZA of the 2008 Act, and associated development under section 115(1)(b) of that Act, comprising—

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

(a) solar modules fitted to mounting structures;

(b) DC electrical cabling and combiner DC boxes;

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

(d) electrical and communications cabling connecting Work No. 1(c) to Work No. 3.

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

Work No. 2— an energy storage facility comprising—

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

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

(c) interconnection units including heating, ventilation and air conditioning or liquid cooling systems and temperature management either housed within the containers comprised in Work No. 2(b), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(d) integrated conversion units including inverters, transformers, switchgear and energy management systems;

(e) inverters, transformers, switchgear and energy management systems;

(f) monitoring and control systems housed within a container with Work No. 2(c) or located separately in its own container or control room;

(g) electrical and communications cabling including electrical cables connecting Work No. 2 to Work No. 3;

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

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

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

(k) a noise barrier.

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

(a) an up to ~~275~~400 kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment power quality and reactive power devices;

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

(c) monitoring and control systems for Work Nos. 1, 2 and 3;

(d) electrical and communications cabling including electrical cables connecting Work No. 1, 2 to Work No. 3;

(e) maintenance compound including car parking;

(f) electrical cabling;

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

(h) foundations.

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

(a) a ~~275~~400 kV 3-phase 4000 A circuit breaker for control and protection of the outgoing circuit serving the authorised development;

(b) a 3-phase set of current transformers for protection of the new outgoing ~~275~~400 kV feeder circuit and the overlap with the National Grid system;

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

(d) a 3-phase ~~275~~400 kV line disconnector/earth switch for isolation and earthing of the outgoing ~~275~~400 kV feeder circuit;

(e) a 3-phase set of ~~275~~400 kV high voltage cable sealing ends and cables connecting the National Grid substation with Work No. 5;

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

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

Work No. 5— works in connection with electrical and communication cabling comprising works to lay electrical cables up to ~~275~~400 kV including—

(a) laying electrical and communication cables connecting Work Nos. 2, 3 and 1(c) to Work No.4;

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

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

(d) tunnelling, boring and drilling works; and

(e) temporary construction and decommissioning laydown areas comprising—

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

(ii) car parking;

(iii) area to store materials and equipment;

(iv) site and welfare offices and workshops;

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

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

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

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

Work No. 6— works including—

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

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

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

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

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

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

(g) earthworks;

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

(i) acoustic barriers;

(j) electricity and telecommunications connections; and

(k) secondary temporary construction and decommissioning laydown areas.

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

(a) areas of hardstanding;

(b) car parking;

(c) site and welfare offices and workshops;

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

(e) area to store materials and equipment;

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

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

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

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

(i) creation of accesses from the public highway;

(ii) creation of visibility splays and passing places;

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

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

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

(i) creation of accesses from the public highway;

(ii) creation of visibility splays and passing places;

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

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

Work No. 9— works to create and maintain green infrastructure, comprising—

(a) **Work No. 9A**— green infrastructure works including—

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

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

(iii) earth works including bunds, embankments, trenching, sustainable drainage systems features including ponds, and swales;

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

(v) means of access; and

(vi) drainage.

(b) **Work No. 9B**— works to create and maintain a Bird Mitigation Area including—

(i) scrapes, shallow wet features and backwaters;

(ii) earthworks;

(iii) formation of islands;

(iv) topsoil stripping;

(v) water retention measures;

(vi) connections to and enhancement of existing ditches;

(vii) removal or modification of hedges and vegetation; and

(viii) stock fencing.

Work No. 10— creation of permissive paths including—

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

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

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

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

(iv) facilities supporting use and enjoyment including bird hides; and

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

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

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

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

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

(iv) facilities supporting use and enjoyment including bird hides; and

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

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

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

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

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

(iv) facilities supporting use and enjoyment including bird hides; and

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

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

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

(b) bunds, embankments, trenching, and swales;

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

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

(e) electrical, gas, water, foul water drainage and telecommunications infrastructure connections, diversions and works to, and works to alter the position of, such services and utilities connections;

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

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

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

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

(j) temporary footpath diversions and footpath enhancement;

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

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

(m) habitat creation and enhancements;

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

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

(p) tunnelling, boring and drilling works; and

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

and further associated development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance of the authorised development but only within the Order limits and insofar as they are unlikely to give rise to any materially new or materially different environmental effects to those assessed in the environmental statement.

SCHEDULE 2

Article 3

REQUIREMENTS

Commencement of the authorised development

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

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

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

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

Approved details and amendments to them

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

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

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

Community liaison group

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

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

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

Detailed design approval

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

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) external appearances;

(e) hard surfacing materials; and

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

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

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

(3) Each part of the authorised development must be carried out in accordance with the approved details for that part.

(4) Work No. 5 must be carried out in accordance with the design parameters and commitments.

Battery safety management

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

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

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

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

Landscape and ecological management plan

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

(2) Any landscape and ecological management plan submitted under this paragraph must be substantially in accordance with the outline landscape and ecological management plan.

(3) Any landscape and ecological management plan approved under sub-paragraph (1) must be implemented as approved.

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

Bird mitigation area management plan

7. —(1) Work No. 9B may not commence until a bird mitigation area management plan has been submitted to and approved by the relevant planning authority, in consultation with Natural England.

(2) Any bird mitigation area management plan submitted under this paragraph must be substantially in accordance with the outline bird mitigation area management plan.

(3) Any bird mitigation area management plan approved under sub-paragraph (1) must be implemented as approved.

Biodiversity net gain

8. —(1) No part of the authorised development may commence until a biodiversity net gain strategy for that part has been submitted to and approved by the relevant planning authority.

(2) Any biodiversity net gain strategy submitted under this paragraph must include details of how the strategy will contribute to the securing of a minimum of 10 % biodiversity net gain in habitat units, a minimum of 10% biodiversity net gain in hedgerow units and a minimum of 10% biodiversity net gain in watercourse units for the authorised development during the operation of the authorised development, and the metric that has been used to calculate that those percentages will be reached.

(3) Any biodiversity net gain strategy approved under sub-paragraph (1) must be substantially in accordance with the outline landscape and ecological management plan and must be implemented as approved.

Fencing and other means of enclosure

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

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

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

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

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

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

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

Surface and foul water drainage

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

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

(3) Before approving the written details under sub-paragraph (1), the relevant planning authority must consult with the Environment Agency, the drainage authority, and Yorkshire Water or its successor in function as the relevant water undertaker.

(4) Any approved surface water drainage scheme and (if any) foul water drainage system approved under sub-paragraph (1) must be implemented as approved.

Archaeology

11. The authorised development must be carried out in accordance with the archaeological mitigation strategy.

Construction environmental management plan

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

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

(3) Any construction environmental management plan submitted under this paragraph must be substantially in accordance with the outline construction environmental management plan.

(4) Each part of the construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan for that part.

Operational environmental management plan

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

(2) Any operational environmental management plan submitted under this paragraph must be substantially in accordance with the outline operational environmental management plan.

(3) Any operational environmental management plan approved under sub-paragraph (1) must be implemented as approved.

Construction traffic management plan

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

(2) Any construction traffic management plan submitted under this paragraph must be substantially in accordance with the outline construction traffic management plan.

(3) Before approving any construction traffic management plan the relevant planning authority must consult with the relevant highway authority.

(4) Each part of the construction works associated with the authorised development must be carried out in accordance with the approved construction traffic management plan for that part.

Operational noise

15.—(1) No part of Work Nos 1, 2 or 3 may commence until an operational noise management plan containing details of how the design of that part of that numbered work has incorporated the operational mitigation measures set out in the outline operational environmental management plan for that part has been submitted to and approved by the relevant planning authority.

(2) Any operational noise management plan approved under sub-paragraph (1) must be implemented as approved.

Public rights of way

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

(2) Any public rights of way management plan submitted under this paragraph must be substantially in accordance with the outline public rights of way management plan.

(3) Before approving any public rights of way management plan the relevant planning authority shall consult with the relevant highway authority.

(4) Any public rights of way management plan approved under sub-paragraph (1) must be implemented as approved.

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

Soil management

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

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

(3) Any soil resources management plan approved under sub-paragraph (1) must be implemented as approved.

Skills, supply chain and employment

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

(2) Any skills, supply chain and employment plan submitted for approval under sub-paragraph (1) must be substantially in accordance with the outline skills, supply chain and employment plan.

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

(4) Any skills, supply chain and employment plan approved under sub-paragraph (1) must be implemented as approved.

Decommissioning and restoration

19.—(1) The date of decommissioning—

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

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

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

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

(4) Any decommissioning environmental management plan submitted under this paragraph must be substantially in accordance with the outline decommissioning environmental management plan and must include a timetable for its implementation.

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

(6) Any decommissioning environmental management plan approved under sub-paragraph (5) must be implemented as approved.

(7) Within 28 days of any part of the authorised development permanently ceasing in commercial use, the undertaker must notify the relevant planning authority in writing of the date of decommissioning for that part.

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

SCHEDULE 3

Article 6

LEGISLATION TO BE DISAPPLIED

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

(a) Wapentake of Ouse and Derwent Drainage Act 1854;

(b) Inclosure Act 1857;

(c) Commons Act 1876;

(d) Ouse (Lower) Improvement Act 1884;

(e) Selby Dam Drainage Act 1885;

(f) Aire and Calder Navigation Act 1889;

(g) Aire and Calder Navigation Act 1899;

(h) Local Government Board's Provisional Orders Confirmation (Gas) Act 1891;

(i) Hull and Barnsley Railway Act 1914;

(j) Doncaster Area Drainage Act 1929; and

(k) Yorkshire Water Authority (River Derwent) Act 1976.

SCHEDULE 4

Article 8

STREETS SUBJECT TO STREET WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Extent of the street works*
District of North Yorkshire	Private track, Potter's Lane	Between reference points 2c and 2d and shaded purple and outlined in yellow on sheet 2 of the streets plan
District of North Yorkshire	Private track at Mount Pleasant Farm	Between reference points 2a/i and 2b and shaded purple and outlined in yellow on sheet 2 of the streets plan
District of North Yorkshire	Private track near Winchatt Hall, York	Between reference points 2i and 2j and shaded purple and outlined in yellow on sheet 2 of the streets plan
District of North Yorkshire	Skipwith Road	Between reference points 2l and 2m and shaded purple on sheet 2 of the streets plan
District of North Yorkshire	Private track from Glade Road to Common Wood	Between reference points 2k and 2l and shaded purple and outlined in yellow on sheet 2 of the streets plan
District of North Yorkshire	Private track, Field House Farm Track	Between reference points 3c and 3d and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Yorkshire	Private track	Between reference points 3e and 3f and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Yorkshire	Private road to Charity Farm	Between reference points 3g and 3h and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Yorkshire	Private track to Charity Farm	Between reference points 3i and 3j and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Yorkshire	Private road to Charity Plantation	Between reference points 3k and 3k/i and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Yorkshire	Private track	Between reference points 3t and 3u and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Yorkshire	Private track	Between reference points 3v and 3w and shaded purple and outlined in yellow on sheet 3 of the streets plan

District of North Yorkshire	Private track	Between reference points 5a and 5b and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of North Yorkshire	Private track	Between reference points 5c and 5d and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of North Yorkshire	King Rudding Lane	Between reference points 5e and 5f and shaded purple on sheet 5 of the streets plan
District of North Yorkshire	Private track off King Rudding Lane	Between reference points 5g and 5h and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of North Yorkshire	Private road, Checker Lane	Between reference points 5m and 5n and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of North Yorkshire	A19	Between reference points 5o and 5p and shaded purple on sheet 5 of the streets plan
District of North Yorkshire	Private track	Between reference points 6a and 6b and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of North Yorkshire	Private track	Between reference points 6b and 6c and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of North Yorkshire	Private track	Between reference points 6e and 6f and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of North Yorkshire	Lordship Lane	Between reference points 6g and 6h and shaded purple on sheet 6 of the streets plan
District of North Yorkshire	Private track	Between reference points 6i and 6j and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of North Yorkshire	Sand Lane	Between reference points 6n and 6o and shaded purple on sheet 6 of the streets plan
District of North Yorkshire	Black Fen Lane	Between reference points 8i and 8h and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	B1223 Wistow Road	Between reference points 8l and 8m and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Private track to New House Farm	Between reference points 9a and 9b and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of North Yorkshire	Private track to New House Farm	Between reference points 9c and 9d and shaded purple and outlined in yellow on sheet 9 of the streets plan

District of North Yorkshire	Track to Spark Hagg and New House Farm	Between reference points 9e and 9f and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Sherburn Road	Between reference points 9h and 9i and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Greenlands Lane	Between reference points 9k and 9l and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Private track to Portland Lodge	Between reference points 9m and 9n and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of North Yorkshire	Dam Lane	Between reference points 10a and 10b and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Private track near Thorpe Wood	Between reference points 10d and 10e and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of North Yorkshire	Private track from Dam Lane	Between reference points 10f and 10g and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of North Yorkshire	Whinny Hagg Lane	Between reference points 10q and 10r and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Private track along Old Leeds Road	Between reference points 10t and 10s and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of North Yorkshire	A63	Between reference points 10u and 10v and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Morrets Lane	Between reference points 11e and 11f and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Field Lane	Between reference points 11k and 11l and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Haugh Lane	Between reference points 11n and 11o and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Fox Lane	Between reference points 12b and 12c and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Hillam Road	Between reference points 12g and 12h and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Hillam Common Lane	Between reference points 12k and 12l and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Roe Lane	Between reference points 12r and 18d and shaded purple on sheet 18 of the streets plan

District of North Yorkshire	Private track, Maspin Moor Road	Between reference points 12s and 12t and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Yorkshire	Private track along Maspin Moor Road	Between reference points 12t and 12u and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Yorkshire	Private track along Maspin Moor Road	Between reference points 12t and 18f and shaded purple and outlined in yellow on sheet 18 of the streets plan
District of North Yorkshire	Private track off Maspin Moor Road	Between reference points 12v and 18p and shaded purple and outlined in yellow on sheet 18 of the streets plan
District of North Yorkshire	Fryston Common Lane	Between reference points 13b and 13c and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	Fryston Common Lane	Between reference points 13e and 13f and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	Private track from Causeway Dike to Siddle House Farm	Between reference points 13h and 13g and shaded purple and outlined in yellow on sheet 13 of the streets plan
District of North Yorkshire	A63	Between reference points 13i and 13j and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	Private track from Causeway Dike to Brecks Farm	Between reference points 13k and 13l and shaded purple and outlined in yellow on sheet 13 of the streets plan
District of North Yorkshire	Common Lane	Between reference points 15a and 15b and shaded purple on sheet 15 of the streets plan
District of North Yorkshire	Common Lane	Between reference points 15c and 15d and shaded purple on sheet 15 of the streets plan
District of North Yorkshire	A63	Between reference points 15e and 15f and shaded purple on sheet 15 of the streets plan
District of North Yorkshire	Roe Lane	Between reference points 18a and 18d and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Private track from Maspin Moor Road	Between reference points 18d and 18d/i and shaded purple and outlined in yellow on sheet 18d/ of the streets plan
District of North Yorkshire	Woodlands Lane	Between reference points 19c and 19d and shaded purple on sheet 19 of the streets plan
District of North Yorkshire	Fairfield Lane	Between reference points 20c and 20d and shaded purple on sheet 20 of the streets plan
District of North Yorkshire	Hillam Lane	Between reference points 20e and 20f and shaded purple on sheet 20 of the streets plan

District of North Yorkshire	A162 York Road	Between reference points 20g and 20h and shaded purple on sheet 20 of the streets plan

SCHEDULE 5

Articles 10 and 11

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of alteration*
District of North Yorkshire	Wheldrake Lane	Permanent alteration of layout between reference points 1a and 1b and shaded purple on the streets plan
District of North Yorkshire	Private track to Tileshed Farm, Manor Farm and Mount Pleasant Farm	Permanent alteration of layout between reference points 1c and 1d and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track to Tileshed Farm, Manor Farm and Mount Pleasant Farm	Permanent alteration of layout between reference points 1d and 1e and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track to Tileshed Farm, Manor Farm and Mount Pleasant Farm	Permanent alteration of layout between reference points 1e and 1g and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track to Gilbertson Cottage	Permanent alteration of layout between reference points 1e and 1f and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Mill Hill	Permanent alteration of layout between reference points 1h and 1i and shaded purple on the streets plan
District of North Yorkshire	Private track from Maspin Moor Road	Permanent alteration of layout between reference points 18d/i and 18e and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track to Tileshed Farm, Manor Farm and Mount Pleasant Farm	Permanent alteration of layout between reference points 1j and 1k and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track at Mount Pleasant Farm	Permanent alteration of layout between reference points 2a and 2a/i and shaded purple and outlined in yellow on the streets plan

District of North Yorkshire	Private track, Potter's Lane	Permanent alteration of layout between reference points 2c and 2d and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Mill Hill	Permanent alteration of layout between reference points 2e and 2f and shaded purple on the streets plan
District of North Yorkshire	Mill Hill	Permanent alteration of layout between reference points 2g and 2h and shaded purple on the streets plan
District of North Yorkshire	Private track at Mount Pleasant Farm	Permanent alteration of layout between reference points 2a/i and 2b and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track near Winchatt Hall, York	Permanent alteration of layout between reference points 2i and 2j and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Roe Lane	Permanent alteration of layout between reference points 12q and 12r and shaded purple on the streets plan
District of North Yorkshire	Roe Lane	Permanent alteration of layout between reference points 12r and 18d and shaded purple on the streets plan
District of North Yorkshire	Private track, Maspin Moor Road	Permanent alteration of layout between reference points 12s and 12t and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track along Maspin Moor Road	Permanent alteration of layout between reference points 12t and 12u and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track along Maspin Moor Road	Permanent alteration of layout between reference points 12t and 18f and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track off Maspin Moor Road	Permanent alteration of layout between reference points 12v and 18p and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Fryston Common Lane	Permanent alteration of layout between reference points 13e and 13f and shaded purple on the streets plan

District of North Yorkshire	Private track from Causeway Dike to Siddle House Farm	Permanent alteration of layout between reference points 13h and 13g and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	A63	Permanent alteration of layout between reference points 13i and 13j and shaded purple on the streets plan
District of North Yorkshire	Private track from Common Lane	Permanent alteration of layout between reference points 14a and 14b and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track from Common Lane to Nordens Barn Farm	Permanent alteration of layout between reference points 14c and 14d and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Common Lane	Permanent alteration of layout between reference points 14e and 14f and shaded purple on the streets plan
District of North Yorkshire	Common Lane	Permanent alteration of layout between reference points 14i and 14j and shaded purple on the streets plan
District of North Yorkshire	Common Lane	Permanent alteration of layout between reference points 14j and 14k and shaded purple on the streets plan
District of North Yorkshire	Turpin Lane to Common Lane	Permanent alteration of layout between reference points 14l and 14m and shaded purple on the streets plan
District of North Yorkshire	Turpin Lane	Permanent alteration of layout between reference points 14m and 14n and shaded purple on the streets plan
District of North Yorkshire	Phillip Lane	Permanent alteration of layout between reference points 16a and 16b and shaded purple on the streets plan
District of North Yorkshire	Private track, Phillip Lane	Permanent alteration of layout between reference points 16c and 16f and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track along Phillip Lane	Permanent alteration of layout between reference points 16d and 16e and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Biggin Bridge to Scalm Lane	Permanent alteration of layout between reference points 17a and 17b and shaded purple on the streets plan

District of North Yorkshire	Bishop Wood Tracks	Permanent alteration of layout between reference points 17c and 17d and shaded purple on the streets plan
District of North Yorkshire	Bishop Wood Tracks	Permanent alteration of layout between reference points 17d and 17e and shaded purple on the streets plan
District of North Yorkshire	Private track from Mattram Hall to Bishop Wood	Permanent alteration of layout between reference points 17f and 17g and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track from Maspin Moor Road	Permanent alteration of layout between reference points 18d and 18d/i and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track from Haddlesey Road to Tinkler's Lane	Permanent alteration of layout between reference points 18h and 18q and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Tinkler's Lane	Permanent alteration of layout between reference points 18i and 18j and shaded purple on the streets plan
District of North Yorkshire	Wood Lane	Permanent alteration of layout between reference points 18k and 18l and shaded purple on the streets plan
District of North Yorkshire	Barkhouse Wood Lane	Permanent alteration of layout between reference points 18m and 18n and shaded purple on the streets plan
District of North Yorkshire	Barkhouse Wood Lane	Permanent alteration of layout between reference points 18n and 18o and shaded purple on the streets plan
District of North Yorkshire	Haddlesey Road	Permanent alteration of layout between reference points 18r and 18s and shaded purple on the streets plan
District of North Yorkshire	Hillam Common Lane	Permanent alteration of layout between reference points 19a and 19b and shaded purple on the streets plan

PART 2

TEMPORARY ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of alteration*

District of North Yorkshire	Skipwith Road	Temporary alteration of layout between reference points 2k and 2l and shaded purple on the streets plan
District of North Yorkshire	Skipwith Road	Temporary alteration of layout between reference points 2l and 2m and shaded purple on the streets plan
District of North Yorkshire	Skipwith Road	Temporary alteration of layout between reference points 2m and 2n and shaded purple on the streets plan
District of North Yorkshire	Private track from Glade Road to Common Wood	Temporary alteration of layout between reference points 2k and 2l and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Skipwith Road	Temporary alteration of layout between reference points 3a and 3b and shaded purple on the streets plan
District of North Yorkshire	Private track, Field House Farm Track	Temporary alteration of layout between reference points 3c and 3d and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 3e and 3f and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private road to Charity Farm	Temporary alteration of layout between reference points 3g and 3h and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track to Charity Farm	Temporary alteration of layout between reference points 3i and 3j and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private road to Charity Plantation	Temporary alteration of layout between reference points 3k/i and 3l and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private road to Charity Plantation	Temporary alteration of layout between reference points 3k and 3k/i and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Main Street	Temporary alteration of layout between reference points 3l, 3n and 3o and shaded purple on the streets plan

District of North Yorkshire	Private road to Charity Farm	Temporary alteration of layout between reference points 3l and 3m and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track to Hall Farm	Temporary alteration of layout between reference points 3p and 3q and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Skipwith Road	Temporary alteration of layout between reference points 3r and 3s and shaded purple on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 3t and 3u and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 3v and 3w and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 3x and 3y and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	York Road	Temporary alteration of layout between reference points 4a and 4b and shaded purple on the streets plan
District of North Yorkshire	York Road	Temporary alteration of layout between reference points 4c and 4d and shaded purple on the streets plan
District of North Yorkshire	The Village Green	Temporary alteration of layout between reference points 4e and 4f and shaded purple on the streets plan
District of North Yorkshire	Main Street	Temporary alteration of layout between reference points 4g and 4h and shaded purple on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 5a and 5b and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 5c and 5d and shaded purple and outlined in yellow on the streets plan

District of North Yorkshire	King Rudding Lane	Temporary alteration of layout between reference points 5e and 5f and shaded purple on the streets plan
District of North Yorkshire	Private track off King Rudding Lane	Temporary alteration of layout between reference points 5g and 5h and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	A19	Temporary alteration of layout between reference points 5i and 5j and shaded purple on the streets plan
District of North Yorkshire	Main Street	Temporary alteration of layout between reference points 5k and 5l and shaded purple on the streets plan
District of North Yorkshire	Private road, Checker Lane	Temporary alteration of layout between reference points 5m and 5n and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	A19	Temporary alteration of layout between reference points 5o and 5p and shaded purple on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 6a and 6b and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 6b and 6c and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 6e and 6f and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Lordship Lane	Temporary alteration of layout between reference points 6g and 6h and shaded purple on the streets plan
District of North Yorkshire	Private track	Temporary alteration of layout between reference points 6i and 6j and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Garman Carr Lane	Temporary alteration of layout between reference points 6k and 6l and shaded purple on the streets plan
District of North Yorkshire	Sand Lane	Temporary alteration of layout between reference points 6l and 6n and shaded purple on the streets plan

District of North Yorkshire	Sand Lane	Temporary alteration of layout between reference points 6n and 6o and shaded purple on the streets plan
District of North Yorkshire	Garman Carr Lane	Temporary alteration of layout between reference points 7a and 7b and shaded purple on the streets plan
District of North Yorkshire	Pinfold Hill	Temporary alteration of layout between reference points 7c and 7d and shaded purple on the streets plan
District of North Yorkshire	B1223 Selby Road	Temporary alteration of layout between reference points 7e and 7f and shaded purple on the streets plan
District of North Yorkshire	Lordship Lane	Temporary alteration of layout between reference points 8a and 8b and shaded purple on the streets plan
District of North Yorkshire	Garman Carr Lane	Temporary alteration of layout between reference points 8c and 8d and shaded purple on the streets plan
District of North Yorkshire	Carr Lane	Temporary alteration of layout between reference points 8e and 8f and shaded purple on the streets plan
District of North Yorkshire	Black Fen Lane	Temporary alteration of layout between reference points 8g and 8h and shaded purple on the streets plan
District of North Yorkshire	Black Fen Lane	Temporary alteration of layout between reference points 8h and 8i and shaded purple on the streets plan
District of North Yorkshire	Black Fen Lane	Temporary alteration of layout between reference points 8i and 8j and shaded purple on the streets plan
District of North Yorkshire	B1223 Wistow Road	Temporary alteration of layout between reference points 8k and 8l and shaded purple on the streets plan
District of North Yorkshire	B1223 Wistow Road	Temporary alteration of layout between reference points 8l and 8m and shaded purple on the streets plan
District of North Yorkshire	B1223 Wistow Road	Temporary alteration of layout between reference points 8m and 8n and shaded purple on the streets plan
District of North Yorkshire	Sand Lane	Temporary alteration of layout between reference points 6o and 8a and shaded purple on the streets plan

District of North Yorkshire	B1223 Wistow Road	Temporary alteration of layout between reference points 8o and 8p and shaded purple on the streets plan
District of North Yorkshire	Old Wistow Road	Temporary alteration of layout between reference points 8q and 8r and shaded purple on the streets plan
District of North Yorkshire	Sherburn Road	Temporary alteration of layout between reference points 8r and 8s and shaded purple on the streets plan
District of North Yorkshire	Private track to New House Farm	Temporary alteration of layout between reference points 9a and 9b and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track to New House Farm	Temporary alteration of layout between reference points 9c and 9d and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Track to Spark Hagg and New House Farm	Temporary alteration of layout between reference points 9e and 9f and shaded purple on the streets plan
District of North Yorkshire	Sherburn Road	Temporary alteration of layout between reference points 9g and 9h and shaded purple on the streets plan
District of North Yorkshire	Sherburn Road	Temporary alteration of layout between reference points 9h and 9i and shaded purple on the streets plan
District of North Yorkshire	Sherburn Road	Temporary alteration of layout between reference points 9i and 9j and shaded purple on the streets plan
District of North Yorkshire	Greenlands Lane	Temporary alteration of layout between reference points 9k and 9l and shaded purple on the streets plan
District of North Yorkshire	Private track to Portland Lodge	Temporary alteration of layout between reference points 9m and 9n and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Hospital Lane	Temporary alteration of layout between reference points 9o and 9p and shaded purple on the streets plan
District of North Yorkshire	Greenlands Lane	Temporary alteration of layout between reference points 9j and 9q and shaded purple on the streets plan

District of North Yorkshire	Dam Lane	Temporary alteration of layout between reference points 9p and 9r and shaded purple on the streets plan
District of North Yorkshire	Dam Lane	Temporary alteration of layout between reference points 9s and 10a and shaded purple on the streets plan
District of North Yorkshire	Dam Lane	Temporary alteration of layout between reference points 10a and 10b and shaded purple on the streets plan
District of North Yorkshire	Dam Lane	Temporary alteration of layout between reference points 10b and 10c and shaded purple on the streets plan
District of North Yorkshire	Private track near Thorpe Wood	Temporary alteration of layout between reference points 10d and 10e and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track from Dam Lane	Temporary alteration of layout between reference points 10f and 10g and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track from Dam Lane	Temporary alteration of layout between reference points 10g and 10j and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Dam Lane	Temporary alteration of layout between reference points 10h and 10i and shaded purple on the streets plan
District of North Yorkshire	Dam Lane	Temporary alteration of layout between reference points 10k and 10l and shaded purple on the streets plan
District of North Yorkshire	Harry Moor Lane	Temporary alteration of layout between reference points 10m and 10n and shaded purple on the streets plan
District of North Yorkshire	A1238 Leeds Road	Temporary alteration of layout between reference points 10p and 10o and shaded purple on the streets plan
District of North Yorkshire	Whinny Hagg Lane	Temporary alteration of layout between reference points 10q and 10r and shaded purple on the streets plan
District of North Yorkshire	Private track along Old Leeds Road	Temporary alteration of layout between reference points 10t and 10s and shaded purple and outlined in yellow on the streets plan

District of North Yorkshire	A63	Temporary alteration of layout between reference points 10u and 10v and shaded purple on the streets plan
District of North Yorkshire	Private road from Main Road to Scalm Lane	Temporary alteration of layout between reference points 10w and 10x and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Private track, Phillip Lane	Temporary alteration of layout between reference points 10w and 16c and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	A63 Main Road	Temporary alteration of layout between reference points 11a and 11b and shaded purple on the streets plan
District of North Yorkshire	Gateforth Lane	Temporary alteration of layout between reference points 11c and 11d and shaded purple on the streets plan
District of North Yorkshire	Morrets Lane	Temporary alteration of layout between reference points 11e and 11f and shaded purple on the streets plan
District of North Yorkshire	Gateforth Lane	Temporary alteration of layout between reference points 11g and 11h and shaded purple on the streets plan
District of North Yorkshire	Field Lane	Temporary alteration of layout between reference points 11h and 11k and shaded purple on the streets plan
District of North Yorkshire	Mill Lane	Temporary alteration of layout between reference points 11h and 11i and shaded purple on the streets plan
District of North Yorkshire	Haugh Lane	Temporary alteration of layout between reference points 11h and 11j and shaded purple on the streets plan
District of North Yorkshire	Field Lane	Temporary alteration of layout between reference points 11k and 11l and shaded purple on the streets plan
District of North Yorkshire	Field Lane	Temporary alteration of layout between reference points 11l and 11m and shaded purple on the streets plan
District of North Yorkshire	Haugh Lane	Temporary alteration of layout between reference points 11n and 11o and shaded purple on the streets plan
District of North Yorkshire	Fox Lane	Temporary alteration of layout between reference points 12a and 12b and shaded purple on the streets plan

District of North Yorkshire	Fox Lane	Temporary alteration of layout between reference points 12b and 12c and shaded purple on the streets plan
District of North Yorkshire	Fox Lane	Temporary alteration of layout between reference points 12c and 12d and shaded purple on the streets plan
District of North Yorkshire	Fox Lane	Temporary alteration of layout between reference points 12e and 12f and shaded purple on the streets plan
District of North Yorkshire	Hillam Road	Temporary alteration of layout between reference points 12f and 12j and shaded purple on the streets plan
District of North Yorkshire	Hillam Road	Temporary alteration of layout between reference points 12g and 12h and shaded purple on the streets plan
District of North Yorkshire	Hillam Common Lane	Temporary alteration of layout between reference points 12i and 12f and shaded purple on the streets plan
District of North Yorkshire	Hillam Common Lane	Temporary alteration of layout between reference points 12k and 12l and shaded purple on the streets plan
District of North Yorkshire	Hillam Common Lane	Temporary alteration of layout between reference points 12m and 12n and shaded purple on the streets plan
District of North Yorkshire	Roe Lane	Temporary alteration of layout between reference points 12o and 12p and shaded purple on the streets plan
District of North Yorkshire	Fryston Common Lane	Temporary alteration of layout between reference points 13a and 13b and shaded purple on the streets plan
District of North Yorkshire	Fryston Common Lane	Temporary alteration of layout between reference points 13b and 13c and shaded purple on the streets plan
District of North Yorkshire	Fryston Common Lane	Temporary alteration of layout between reference points 13c and 13d and shaded purple on the streets plan
District of North Yorkshire	Private track from Causeway Dike to Brecks Farm	Temporary alteration of layout between reference points 13k and 13l and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	Turpin Lane to Common Lane	Temporary alteration of layout between reference points 14g and 14h and shaded purple on the streets plan

District of North Yorkshire	Common Lane	Temporary alteration of layout between reference points 15a and 15b and shaded purple on the streets plan
District of North Yorkshire	Common Lane	Temporary alteration of layout between reference points 15c and 15d and shaded purple on the streets plan
District of North Yorkshire	A63	Temporary alteration of layout between reference points 15e and 15f and shaded purple on the streets plan
District of North Yorkshire	Fox Lane	Temporary alteration of layout between reference points 15g and 15h and shaded purple on the streets plan
District of North Yorkshire	Roe Lane	Temporary alteration of layout between reference points 18a and 18d and shaded purple on the streets plan
District of North Yorkshire	Roe Lane to Northfield Farm	Temporary alteration of layout between reference points 18b and 18c and shaded purple on the streets plan
District of North Yorkshire	Haddlesey Road	Temporary alteration of layout between reference points 18t and 18u and shaded purple on the streets plan
District of North Yorkshire	Haddlesey Road	Temporary alteration of layout between reference points 18v and 18w and shaded purple on the streets plan
District of North Yorkshire	Birkin Lane	Temporary alteration of layout between reference points 18w and 18x and shaded purple on the streets plan
District of North Yorkshire	Woodlands Lane	Temporary alteration of layout between reference points 19c and 19d and shaded purple on the streets plan
District of North Yorkshire	Hillam Lane	Temporary alteration of layout between reference points 20a and 20b and shaded purple on the streets plan
District of North Yorkshire	Fairfield Lane	Temporary alteration of layout between reference points 20c and 20d and shaded purple on the streets plan
District of North Yorkshire	Hillam Lane	Temporary alteration of layout between reference points 20e and 20f and shaded purple on the streets plan
District of North Yorkshire	A162 York Road	Temporary alteration of layout between reference points 20g and 20h and shaded purple on the streets plan

District of North Yorkshire	A162 York Road	Temporary alteration of layout between reference points 20i and 20j and shaded purple on the streets plan
District of North Yorkshire	Rawfield Lane	Temporary alteration of layout between reference points 21a and 21b and shaded purple on the streets plan
District of North Yorkshire	Private tracks at Electricity Transformation Station	Temporary alteration of layout between reference points 21c and 21d and shaded purple and outlined in yellow on the streets plan
District of North Yorkshire	B1222 Bishopdyke Road	Temporary alteration of layout between reference points 22a and 22b and shaded purple on the streets plan
District of North Yorkshire	Long Lane	Temporary alteration of layout between reference points 22c and 22d and shaded purple on the streets plan
District of North Yorkshire	Long Lane	Temporary alteration of layout between reference points 22e and 22f and shaded purple on the streets plan
District of North Yorkshire	Broad Lane	Temporary alteration of layout between reference points 22g and 22h and shaded purple on the streets plan

SCHEDULE 6

Article 12

STREETS AND PUBLIC RIGHTS OF WAY

PART 1

STREETS TO BE TEMPORARILY CLOSED

(1) *Area*	*(2)* *Street*	*(3)* *Measure*
District of North Yorkshire	Approximately 1084m of Private track, Potter's Lane as shown between points 2c and 2d and shaded green and outlined in yellow on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 673m of Private track at Mount Pleasant Farm as shown between points 2a/i and 2b and shaded green and outlined in yellow on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 1587m of Private track near Winchatt Hall, York as shown between points 2i and 2j and shaded green and outlined in yellow on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 77m of Skipwith Road as shown between points 2l and 2m and shaded green on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 59m of Private track from Glade Road to Common Wood as shown between points 2k and 2l and shaded green and outlined in yellow on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 332m of Private track as shown between points 3e and 3f and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 256m of Private road to Charity Farm as shown between points 3g and 3h and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Yorkshire	Approximately 286m of Private track to Charity Farm as shown between points 3i and 3j and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 58m of Private road to Charity Plantation as shown between points 3k and 3k/i and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 63m of Private track as shown between points 3t and 3u and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 128m of Private track as shown between points 3v and 3w and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 64m of Private track as shown between points 5a and 5b and shaded green and outlined in yellow on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 166m of Private track as shown between points 5c and 5d and shaded green and outlined in yellow on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 128m of Private track off King Rudding Lane as shown between points 5g and 5h and shaded green and outlined in yellow on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 71m of Private track as shown between points 6a and 6b and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 118m of Private track as shown between points 6b and 6c and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 274m of Private track as shown between points 6e and 6f and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 367m of Lordship Lane as shown between points 6g and 6h and shaded green on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Yorkshire	Approximately 87m of Sand Lane as shown between points 6n and 6o and shaded green on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 51m of Black Fen Lane as shown between points 8g and 8h and shaded green on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 51m of B1223 Wistow Road as shown between points 8l and 8m and shaded green on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 517m of Private track to New House Farm as shown between points 9a and 9b and shaded green and outlined in yellow on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 128m of Private track to New House Farm as shown between points 9c and 9d and shaded green and outlined in yellow on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 353m of Track to Spark Hagg and New House Farm as shown between points 9e and 9f and shaded green on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 56m of Sherburn Road as shown between points 9h and 9i and shaded green on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 59m of Greenlands Lane as shown between points 9k and 9l and shaded green on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 52m of Private track to Portland Lodge as shown between points 9m and 9n and shaded green and outlined in yellow on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 63m of Dam Lane as shown between points 10a and 10b and shaded green on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 59m of Private track near Thorpe Wood as shown between points 10d and 10e and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Yorkshire	Approximately 53m of Private track from Dam Lane as shown between points 10f and 10g and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 160m of Private track along Old Leeds Road as shown between points 10t and 10s and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 154m of Field Lane as shown between points 11k and 11l and shaded green on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 53m of Haugh Lane as shown between points 11n and 11o and shaded green on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 62m of Fox Lane as shown between points 12b and 12c and shaded green on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 769m of Roe Lane as shown between points 12r and 18d and shaded green on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 1,068m of Private track along Maspin Moor Road as shown between points 12t and 18f and shaded green and outlined in yellow on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 749m of Private track off Maspin Moor Road as shown between points 12v and 18p and shaded green and outlined in yellow on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 54m of Fryston Common Lane as shown between points 13b and 13c and shaded green on sheet 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 710m of Fryston Common Lane as shown between points 13e and 13f and shaded green on sheet 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 692m of Private track from Causeway Dike to Siddle House Farm as shown between points 13h and 13g and shaded green and outlined in yellow on sheet 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Yorkshire	Approximately 120m of Private track from Common Lane as shown between points 14a and 14b and shaded green and outlined in yellow on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 245m of Common Lane as shown between points 14j and 14k and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 114m of Turpin Lane to Common Lane as shown between points 14l and 14m and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 570m of Turpin Lane as shown between points 14m and 14n and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 523m of Private track along Phillip Lane as shown between points 16d and 16e and shaded green and outlined in yellow on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 477m of Roe Lane as shown between points 18a and 18d and shaded green on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 86m of Private track from Haddlesey Road to Tinkler's Lane as shown between points 18h and 18q and shaded green and outlined in yellow on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 410m of Tinkler's Lane as shown between points 18i and 18j and shaded green on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 1027m of Wood Lane as shown between points 18k and 18l and shaded green on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 846m of Barkhouse Wood Lane as shown between points 18m and 18n and shaded green on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 1108m of Barkhouse Wood Lane as shown between points 18n and 18o and shaded green on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Yorkshire	Approximately 496m of Rawfield Lane as shown between points 21a and 21b and shaded green on sheet 21 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Yorkshire	Approximately 1060m of Private tracks at Electricity Transformation Station as shown between points 21c and 21d and shaded green and outlined in yellow on sheet 21 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

PART 2

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measure*
District of North Yorkshire	Approximately 267m of bridleway reference NY|35.28|1/1 between points marked 01a/i and 01a/ii on sheet 01 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NY|35.28|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 1901m of bridleway reference NY|35.28|1/1 between points marked 01b/i and 01b/ii on sheet 01 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NY|35.28|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 2471m of footpath reference NY|35.28|3/1 between points marked 02a/i and 02a/ii on sheet 02 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.28|3/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 2m of footpath reference NY|35.58|6/1 between points marked 04a/i and 04a/ii on sheet 04 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.58|6/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 3m of footpath reference NY|35.58|2/2 between points marked 04b/i and 04b/ii on sheet 04 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.58|2/2 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 4m of footpath reference NY|35.58|3/1 between points marked 04c/i and 04c/ii on sheet 04 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.58|3/1 to facilitate the construction and maintenance of the authorised development

District of North Yorkshire	Approximately 5m of footpath reference NY|35.58|5/1 between points marked 04d/ii and 04d/i on sheet 04 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.58|5/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 85m of footpath reference NY|35.53|19/1 between points marked 05a/i and 05a/ii on sheet 05 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.53|19/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 10m of footpath reference NY|35.53|11/1 between points marked 05b/i and 05b/ii on sheet 05 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.53|11/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 152m of bridleway reference NY|35.53|14/1 between points marked 05c/i and 05c/ii on sheet 05 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NY|35.53|14/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 8m of footpath reference NY|35.53|12/1 between points marked 05d/i and 05d/ii on sheet 05 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.53|12/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 75m of footpath reference NY|35.53|17/1 between points marked 05e/i and 05e/ii on sheet 05 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.53|17/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 75m of footpath reference NY|35.53|18/1 between points marked 05f/i and 05f/ii on sheet 05 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.53|18/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 335m of footpath reference NY|35.53|15/1 between points marked 06a/i and 06a/ii on sheet 06 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.53|15/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 79m of footpath reference NY|35.53|2/3 between points marked 06b/i and 06b/ii on sheet 06 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.53|2/3 to facilitate the construction and maintenance of the authorised development

District of North Yorkshire	Approximately 3m of footpath reference NY|35.74|17/1 between points marked 08a/i and 08a/ii on sheet 08 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.74|17/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 4m of footpath reference NY|35.74|11/1 between points marked 08b/i and 08b/ii on sheet 08 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.74|11/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 466m of footpath reference NY|35.56|12/1 between points marked 09a/i and 09a/ii on sheet 09 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.56|12/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 152m of footpath reference NY|35.56|12/1 between points marked 09b/i and 09d/i on sheet 09 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.56|12/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 5m of footpath reference NY|35.56|13/1 between points marked 09c/i and 09d/i on sheet 09 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.56|13/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 349m of footpath reference NY|35.56|13/2 between points marked 09d/i and 09d/ii on sheet 09 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.56|13/2 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 298m of footpath reference NY|35.32|3/1 between points marked 10a/i and 10a/ii on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.32|3/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 95m of footpath reference NY|35.30|1/1 between points marked 11a/i and 11a/ii on sheet 11 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.30|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 8m of footpath reference NY|35.32|7/1 between points marked 12a/i and 12a/ii on sheet 12 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.32|7/1 to facilitate the construction and maintenance of the authorised development

District of North Yorkshire	Approximately 410m of footpath reference NY|35.37|8/1 between points marked 12b/i and 12b/ii on sheet 12 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.37|8/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 131m of footpath reference NY|35.59|5/1 between points marked 14a/i and 14a/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.59|5/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 120m of footpath reference NY|35.59|5/1 between points marked 14b/i and 14b/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.59|5/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 77m of footpath reference NY|35.59|6/1 between points marked 14c/i and 14c/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.59|6/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 685m of footpath reference NY|35.59|6/1 between points marked 14d/i and 14d/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.59|6/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 1m of bridleway reference NY|35.32|1/1 between points marked 15a/i and 15a/ii on sheet 15 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NY|35.32|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 0.4m of footpath reference NY|35.57|21/2 between points marked 16a/i and 16a/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.57|21/2 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 218m of footpath reference NY|35.57|21/3 between points marked 16a/i and 16c/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.57|21/3 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 67m of footpath reference NY|35.57|17/1 between points marked 16c/i and 16c/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.57|17/1 to facilitate the construction and maintenance of the authorised development

District of North Yorkshire	Approximately 54m of footpath reference NY|35.57|21/4 between points marked 16c/ii and 16e/i on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.57|21/4 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 1074m of footpath reference NY|35.32|2/1 between points marked 16e/i and 16e/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.32|2/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 2m of footpath reference NY|35.57|20/1 between points marked 17a/i and 17c/i on sheet 17 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.57|20/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 156m of footpath reference NY|35.57|20/2 between points marked 17b/i and 17c/i on sheet 17 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.57|20/2 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 824m of footpath reference NY|35.57|22/1 between points marked 16a/i and 17c/i on sheet 17 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.57|22/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 1301m of footpath reference NY|35.10|7/1 between points marked 12b/ii and 18a/i on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.10|7/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 1483m of footpath reference NY|35.10|2/1 between points marked 18b/i and 18b/ii on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.10|2/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 2m of footpath reference NY|35.37|7/1 between points marked 19a/i and 19a/ii on sheet 19 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.37|7/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 50m of footpath reference NY|35.37|5/1 between points marked 19b/i and 19b/ii on sheet 19 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.37|5/1 to facilitate the construction and maintenance of the authorised development

District of North Yorkshire	Approximately 50m of footpath reference NY|35.10|9/1 between points marked 19c/i and 19c/ii on sheet 19 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.10|9/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 118m of footpath reference NY|35.15|1/1 between points marked 20a/ii and 20a/i on sheet 20 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.15|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 3m of footpath reference NY|35.37|11/1 between points marked 20b/i and 20b/ii on sheet 20 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.37|11/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 99m of footpath reference NY|35.37|4/1 between points marked 20c/i and 20c/ii on sheet 20 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.37|4/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 3m of footpath reference NY|35.10|1/2 between points marked 20c/ii and 20d/i on sheet 20 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.10|1/2 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 30m of footpath reference NY|35.10|1/1 between points marked 20c/ii and 20e/i on sheet 20 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.10|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 21m of footpath reference NY|35.15|1/1 between points marked 21a/i and 21a/ii on sheet 21 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NY|35.15|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 842m of bridleway reference Diversion - NY|35.28|1/1 between points marked D-01b/i and D-01b/ii on sheet 01 of the public rights of way plan	Temporarily closed along the route shown in green and labelled Diversion - NY|35.28|1/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	Approximately 337m of bridleway reference Diversion - NY|35.28|1/1 between points marked D-01b/iii and D-01b/iv on sheet 01 of the public rights of way plan	Temporarily closed along the route shown in green and labelled Diversion - NY|35.28|1/1 to facilitate the construction and maintenance of the authorised development

District of North Yorkshire	Approximately 779m of footpath reference Diversion - NY|35.28|3/1 between points marked D-02a/i and D-02a/ii on sheet 02 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled Diversion - NY|35.28|3/1 to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	(If added to the definitive map and statement) approximately 58m of the footpath relating to reference SEL/2023/06/DMMO between points marked 19d/i and 19d/ii on sheet 19 of the public rights of way plan	Temporarily closed along the route shown in purple and labelled SEL/2023/06/DMMO to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	(If added to the definitive map and statement) approximately 156m of the footpath relating to reference SEL/2023/07/DMMO between points marked 12e/i and 12e/ii on sheet 12 of the public rights of way plan	Temporarily closed along the route shown in purple and labelled SEL/2023/07/DMMO to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	(If added to the definitive map and statement) approximately 77m of the bridleway relating to reference SEL/2021/01/DMMO between points marked 14c/i and 14c/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in purple and labelled SEL/2021/01/DMMO to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	(If added to the definitive map and statement) approximately 686m of the bridleway relating to reference SEL/2021/01/DMMO between points marked 14d/i and 14d/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in purple and labelled SEL/2021/01/DMMO to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	(If added to the definitive map and statement) approximately 897m of the footpath relating to reference SEL/2023/08/DMMO between points marked 12c/i and 12c/ii on sheet 12 of the public rights of way plan	Temporarily closed along the route shown in purple and labelled SEL/2023/08/DMMO to facilitate the construction and maintenance of the authorised development
District of North Yorkshire	(If added to the definitive map and statement) approximately 39m of the footpath relating to reference SEL/2023/08/DMMO between points marked 12d/i and 12d/ii on sheet 12 of the public rights of way plan	Temporarily closed along the route shown in purple and labelled SEL/2023/08/DMMO to facilitate the construction and maintenance of the authorised development

PART 3

TEMPORARY USE OF MOTOR VEHICLES ON PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*

District of North Yorkshire	Approximately 267m of bridleway reference NY|35.28|1/1 between points marked 01a/i and 01a/ii on sheet 01 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 1901m of bridleway reference NY|35.28|1/1 between points marked 01b/i and 01b/ii on sheet 01 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 2471m of footpath reference NY|35.28|3/1 between points marked 02a/i and 02a/ii on sheet 02 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 2m of footpath reference NY|35.58|6/1 between points marked 04a/i and 04a/ii on sheet 04 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 3m of footpath reference NY|35.58|2/2 between points marked 04b/i and 04b/ii on sheet 04 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 4m of footpath reference NY|35.58|3/1 between points marked 04c/i and 04c/ii on sheet 04 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 5m of footpath reference NY|35.58|5/1 between points marked 04d/ii and 04d/i on sheet 04 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 85m of footpath reference NY|35.53|19/1 between points marked 05a/i and 05a/ii on sheet 05 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 10m of footpath reference NY|35.53|11/1 between points marked 05b/i and 05b/ii on sheet 05 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 152m of bridleway reference NY|35.53|14/1 between points marked 05c/i and 05c/ii on sheet 05 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 8m of footpath reference NY|35.53|12/1 between points marked 05d/i and 05d/ii on sheet 05 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

District of North Yorkshire	Approximately 75m of footpath reference NY|35.53|17/1 between points marked 05e/i and 05e/ii on sheet 05 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 75m of footpath reference NY|35.53|18/1 between points marked 05f/i and 05f/ii on sheet 05 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 335m of footpath reference NY|35.53|15/1 between points marked 06a/i and 06a/ii on sheet 06 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 79m of footpath reference NY|35.53|2/3 between points marked 06b/i and 06b/ii on sheet 06 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 3m of footpath reference NY|35.74|17/1 between points marked 08a/i and 08a/ii on sheet 08 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 4m of footpath reference NY|35.74|11/1 between points marked 08b/i and 08b/ii on sheet 08 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 466m of footpath reference NY|35.56|12/1 between points marked 09a/i and 09a/ii on sheet 09 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 152m of footpath reference NY|35.56|12/1 between points marked 09b/i and 09d/i on sheet 09 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 5m of footpath reference NY|35.56|13/1 between points marked 09c/i and 09d/i on sheet 09 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 349m of footpath reference NY|35.56|13/2 between points marked 09d/i and 09d/ii on sheet 09 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 298m of footpath reference NY|35.32|3/1 between points marked 10a/i and 10a/ii on sheet 10 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

District of North Yorkshire	Approximately 95m of footpath reference NY|35.30|1/1 between points marked 11a/i and 11a/ii on sheet 11 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 8m of footpath reference NY|35.32|7/1 between points marked 12a/i and 12a/ii on sheet 12 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 410m of footpath reference NY|35.37|8/1 between points marked 12b/i and 12b/ii on sheet 12 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 131m of footpath reference NY|35.59|5/1 between points marked 14a/i and 14a/ii on sheet 14 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 120m of footpath reference NY|35.59|5/1 between points marked 14b/i and 14b/ii on sheet 14 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 77m of footpath reference NY|35.59|6/1 between points marked 14c/i and 14c/ii on sheet 14 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 685m of footpath reference NY|35.59|6/1 between points marked 14d/i and 14d/ii on sheet 14 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 1m of bridleway reference NY|35.32|1/1 between points marked 15a/i and 15a/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 0.4m of footpath reference NY|35.57|21/2 between points marked 16a/i and 16a/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 218m of footpath reference NY|35.57|21/3 between points marked 16a/i and 16c/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 67m of footpath reference NY|35.57|17/1 between points marked 16c/i and 16c/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

District of North Yorkshire	Approximately 54m of footpath reference NY|35.57|21/4 between points marked 16c/ii and 16e/i on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 1074m of footpath reference NY|35.32|2/1 between points marked 16e/i and 16e/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 2m of footpath reference NY|35.57|20/1 between points marked 17a/i and 17c/i on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 156m of footpath reference NY|35.57|20/2 between points marked 17b/i and 17c/i on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 824m of footpath reference NY|35.57|22/1 between points marked 16a/i and 17c/i on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 1301m of footpath reference NY|35.10|7/1 between points marked 12b/ii and 18a/i on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 1483m of footpath reference NY|35.10|2/1 between points marked 18b/i and 18b/ii on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 2m of footpath reference NY|35.37|7/1 between points marked 19a/i and 19a/ii on sheet 19 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 50m of footpath reference NY|35.37|5/1 between points marked 19b/i and 19b/ii on sheet 19 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 50m of footpath reference NY|35.10|9/1 between points marked 19c/i and 19c/ii on sheet 19 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 118m of footpath reference NY|35.15|1/1 between points marked 20a/ii and 20a/i on sheet 20 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

District of North Yorkshire	Approximately 3m of footpath reference NY|35.37|11/1 between points marked 20b/i and 20b/ii on sheet 20 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 99m of footpath reference NY|35.37|4/1 between points marked 20c/i and 20c/ii on sheet 20 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 3m of footpath reference NY|35.10|1/2 between points marked 20c/ii and 20d/i on sheet 20 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 30m of footpath reference NY|35.10|1/1 between points marked 20c/ii and 20e/i on sheet 20 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 21m of footpath reference NY|35.15|1/1 between points marked 21a/i and 21a/ii on sheet 21 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 842m of bridleway reference Diversion - NY|35.28|1/1 between points marked D-01b/i and D-01b/ii on sheet 01 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 337m of bridleway reference Diversion - NY|35.28|1/1 between points marked D-01b/iii and D-01b/iv on sheet 01 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	Approximately 779m of footpath reference Diversion - NY|35.28|3/1 between points marked D-02a/i and D-02a/ii on sheet 02 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	(If added to the definitive map and statement) approximately 58m of the footpath relating to reference SEL/2023/06/DMMO between points marked 19d/i and 19d/ii on sheet 19 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	(If added to the definitive map and statement) approximately 156m of the footpath relating to reference SEL/2023/07/DMMO between points marked 12e/i and 12e/ii on sheet 12 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

District of North Yorkshire	(If added to the definitive map and statement) approximately 77m of the bridleway relating to reference SEL/2021/01/DMMO between points marked 14c/i and 14c/ii on sheet 14 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	(If added to the definitive map and statement) approximately 686m of the bridleway relating to reference SEL/2021/01/DMMO between points marked 14d/i and 14d/ii on sheet 14 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	(If added to the definitive map and statement) approximately 897m of the footpath relating to reference SEL/2023/08/DMMO between points marked 12c/i and 12c/ii on sheet 12 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Yorkshire	(If added to the definitive map and statement) approximately 39m of the footpath relating to reference SEL/2023/08/DMMO between points marked 12d/i and 12d/ii on sheet 12 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

PART 4

PUBLIC RIGHTS OF WAY TO BE PERMANENTLY CLOSED AND DIVERTED

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*
NY|35.28|1/1	Between points D-01b/i and D-01b/ii and shown in green on sheet 1 of the public rights of way plan	Between points D-01b/i and D-01b/ii and shown dashed green and white on sheet 1 of the public rights of way plan
NY|35.28|1/1	Between points D-01d/iii and D-01b/iv and shown in green on sheet 1 of the public rights of way plan	Between points D-01d/iii and D-01b/iv and shown dashed green and white on sheet 1 of the public rights of way plan
NY|35.28|3/1	Between points D-02a/i and D-02a/ii and shown in yellow on sheet 2 of the public rights of way plan	Between points D-02a/i and D-02a/ii and shown dashed yellow and white on sheet 2 of the public rights of way plan

SCHEDULE 7

Article 14

ACCESS TO WORKS

PART 1

PERMANENT MEANS OF ACCESS TO WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Description of means of access*
District of North Yorkshire	Wheldrake Lane	Vehicular access from Wheldrake Lane, marked point at 1 on sheet 1 of the access to works plan
District of North Yorkshire	Skipwith Lane	Vehicular access from Skipwith Lane, marked point at 2 on sheet 2 of the access to works plan
District of North Yorkshire	A63	Vehicular access directly from the A63, marked point at 3 on sheet 13 of the access to works plan
District of North Yorkshire	Fryston Common Lane	Vehicular access from Fryston Common Lane, marked point at 4-A on sheet 13 of the access to works plan
District of North Yorkshire	Fryston Common Lane	Vehicular access from Fryston Common Lane, marked point at 4-B on sheet 13 of the access to works plan
District of North Yorkshire	A63	Vehicular access from the A63, marked point 5 on sheet 13 of the access to works plan
District of North Yorkshire	Hillam Common Lane	Vehicular access from Hillam Common Lane, marked point 6 on sheet 19 of the access to works plan
District of North Yorkshire	Haddlesey Road	Vehicular access from Haddlesey Road, marked point 7 on sheet 18 of the access to works plan
District of North Yorkshire	Roe Lane	Vehicular access from Roe Lane, marked point 8 on sheet 18 of the access to works plan
District of North Yorkshire	Roe Lane	Vehicular access from Roe Lane, marked point 9 on sheet 18 of the access to works plan
District of North Yorkshire	Roe Lane	Vehicular access from Roe Lane, marked point 10 on sheet 12 of the access to works plan
District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point 11-A on sheet 14 of the access to works plan

District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point 11-B on sheet 14 of the access to works plan
District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point 12-A on sheet 14 of the access to works plan
District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point 12-B on sheet 14 of the access to works plan
District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point 13 on sheet 14 of the access to works plan
District of North Yorkshire	Phillip Lane Level Crossing	Vehicular access from Phillip Lane Level Crossing, marked point 14 on sheet 15 of the access to works plan
District of North Yorkshire	Scalm Lane	Vehicular access from Scalm Lane, marked point 15 on sheet 17 of the access to works plan
District of North Yorkshire	A63	Vehicular access from A63, marked point 16 on sheet 11 of the access to works plan
District of North Yorkshire	Skipwith Road	Vehicular access from Skipwith Road, marked point CA3 on sheet 3 of the access to works plan
District of North Yorkshire	Glade Road	Vehicular access from Glade Road, marked point CA4 on sheet 3 of the access to works plan
District of North Yorkshire	Main Street	Vehicular access from Main Street, marked point CA7 on sheet 5 of the access to works plan
District of North Yorkshire	Black Fen Lane	Vehicular access from Black Fen Lane, marked point CA10 on sheet 8 of the access to works plan
District of North Yorkshire	Dam Lane	Vehicular access from Dam Lane, marked point CA16 on sheet 10 of the access to works plan
District of North Yorkshire	Harry Moor Lane	Vehicular access from Harry Moor Lane, marked point CA19 on sheet 10 of the access to works plan
District of North Yorkshire	Harry Moor Lane	Vehicular access from Harry Moor Lane, marked point CA20 on sheet 10 of the access to works plan
District of North Yorkshire	A63	Vehicular access from A63, marked point CA21 on sheet 10 of the access to works plan

District of North Yorkshire	A162	Vehicular access from A162, marked point CA39 on sheet 20 of the access to works plan
District of North Yorkshire	A162	Vehicular access from A162, marked point CA40 on sheet 20 of the access to works plan
District of North Yorkshire	Rawfield Lane	Vehicular access from Rawfield Lane, marked point CA41 on sheet 21 of the access to works plan
District of North Yorkshire	Ingthorne Lane	Vehicular access from Ingthorne Lane, marked point CA42 on sheet 14 of the access to works plan
District of North Yorkshire	Roe Lane	Vehicular access from Roe Lane, marked point CA43 on sheet 18 of the access to works plan
District of North Yorkshire	Rawfield Lane	Vehicular access from Rawfield Lane, marked point CA44 on sheet 21 of the access to works plan
District of North Yorkshire	Rawfield Lane	Vehicular access from Rawfield Lane, marked point CA45 on sheet 21 of the access to works plan

PART 2

TEMPORARY MEANS OF ACCESS

(1) *Area*	*(2)* *Street*	*(3)* *Description of means of access*
District of North Yorkshire	Skipwith Road	Vehicular access from Skipwith Road, marked point CA1 on sheet 2 of the access to works plan
District of North Yorkshire	Skipwith Road	Vehicular access from Skipwith Road, marked point CA2A on sheet 3 of the access to works plan
District of North Yorkshire	Skipwith Road	Vehicular access from Skipwith Road, marked point CA2B on sheet 3 of the access to works plan
District of North Yorkshire	King Rudding Lane	Vehicular access from King Rudding Lane, marked point CA5 on sheet 5 of the access to works plan
District of North Yorkshire	King Rudding Lane	Vehicular access from King Rudding Lane, marked point CA6 on sheet 5 of the access to works plan
District of North Yorkshire	Lordship Lane	Vehicular access from Lordship Lane, marked point CA8 on sheet 6 of the access to works plan

District of North Yorkshire	Black Fen Lane	Vehicular access from Black Fen Lane, marked point CA9 on sheet 8 of the access to works plan
District of North Yorkshire	Wistow Road	Vehicular access from Wistow Road, marked point CA11 on sheet 8 of the access to works plan
District of North Yorkshire	Wistow Road	Vehicular access from Wistow Road, marked point CA12 on sheet 8 of the access to works plan
District of North Yorkshire	Sherburn Road	Vehicular access from Sherburn Road, marked point CA13 on sheet 9 of the access to works plan
District of North Yorkshire	Sherburn Road	Vehicular access from Sherburn Road, marked point CA14 on sheet 9 of the access to works plan
District of North Yorkshire	Dam Lane	Vehicular access from Dam Lane, marked point CA15 on sheet 10 of the access to works plan
District of North Yorkshire	Dam Lane	Vehicular access from Dam Lane, marked point CA17 on sheet 10 of the access to works plan
District of North Yorkshire	Dam Lane	Vehicular access from Dam Lane, marked point CA18 on sheet 9 of the access to works plan
District of North Yorkshire	Whinny Hagg Lane	Vehicular access from Whinny Hagg Lane, marked point CA22 on sheet 10 of the access to works plan
District of North Yorkshire	Whinny Hagg Lane	Vehicular access from Whinny Hagg Lane, marked point CA23 on sheet 10 of the access to works plan
District of North Yorkshire	Field Lane	Vehicular access from Field Lane, marked point CA24 on sheet 11 of the access to works plan
District of North Yorkshire	Field Lane	Vehicular access from Field Lane, marked point CA25 on sheet 11 of the access to works plan
District of North Yorkshire	Hillam Common Lane	Vehicular access from Hillam Road, marked point CA26 on sheet 12 of the access to works plan
District of North Yorkshire	Hillam Common Lane	Vehicular access from Hillam Common Lane, marked point CA27 on sheet 12 of the access to works plan

District of North Yorkshire	Fox Lane	Vehicular access from Fox Lane, marked point CA28 on sheet 12 of the access to works plan
District of North Yorkshire	Hillam Common Lane	Vehicular access from Hillam Common Lane, marked point CA29 on sheet 19 of the access to works plan
District of North Yorkshire	Fox Lane	Vehicular access from Fox Lane, marked point CA30 on sheet 12 of the access to works plan
District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point CA31 on sheet 15 of the access to works plan
District of North Yorkshire	A63	Vehicular access from A63, marked point CA32 on sheet 15 of the access to works plan
District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point CA33 on sheet 15 of the access to works plan
District of North Yorkshire	Common Lane	Vehicular access from Common Lane, marked point CA34 on sheet 15 of the access to works plan
District of North Yorkshire	Fryston Common Lane	Vehicular access from Fryston Common Lane, marked point CA35 on sheet 13 of the access to works plan
District of North Yorkshire	Fryston Common Lane	Vehicular access from Fryston Common Lane, marked point CA36 on sheet 13 of the access to works plan
District of North Yorkshire	Fairfield Lane	Vehicular access from Fairfield Lane, marked point CA37 on sheet 20 of the access to works plan
District of North Yorkshire	Hillam Lane	Vehicular access from Hillam Lane, marked point CA38 on sheet 20 of the access to works plan

SCHEDULE 8

Article 16

TRAFFIC REGULATION MEASURES

(1) *Area*	*(2)* *Street*	*(3)* *Extent of the street works*
District of North Yorkshire	Wheldrake Lane	Between reference points 1a and 1b and shaded purple on sheet 1 of the streets plan
District of North Yorkshire	Mill Hill	Between reference points 1h and 1i and shaded purple on sheet 1 of the streets plan
District of North Yorkshire	Mill Hill	Between reference points 2e and 2f and shaded purple on sheet 2 of the streets plan
District of North Yorkshire	Mill Hill	Between reference points 2g and 2h and shaded purple on sheet 2 of the streets plan
District of North Yorkshire	Skipwith Road	Between reference points 2k and 2l and shaded purple on sheet 2 of the streets plan
District of North Yorkshire	Skipwith Road	Between reference points 2l and 2m and shaded purple on sheet 2 of the streets plan
District of North Yorkshire	Skipwith Road	Between reference points 2m and 2n and shaded purple on sheet 2 of the streets plan
District of North Yorkshire	Skipwith Road	Between reference points 3a and 3b and shaded purple on sheet 3 of the streets plan
District of North Yorkshire	Main Street	Between reference points 3l, 3n and 3o and shaded purple on sheet 3 of the streets plan
District of North Yorkshire	Skipwith Road	Between reference points 3r and 3s and shaded purple on sheet 3 of the streets plan
District of North Yorkshire	York Road	Between reference points 4a and 4b and shaded purple on sheet 4 of the streets plan
District of North Yorkshire	York Road	Between reference points 4c and 4d and shaded purple on sheet 4 of the streets plan
District of North Yorkshire	The Village Green	Between reference points 4e and 4f and shaded purple on sheet 4 of the streets plan
District of North Yorkshire	Main Street	Between reference points 4g and 4h and shaded purple on sheet 4 of the streets plan
District of North Yorkshire	King Rudding Lane	Between reference points 5e and 5f and shaded purple on sheet 5 of the streets plan
District of North Yorkshire	A19	Between reference points 5i and 5j and shaded purple on sheet 5 of the streets plan

District of North Yorkshire	Main Street	Between reference points 5k and 5l and shaded purple on sheet 5 of the streets plan
District of North Yorkshire	A19	Between reference points 5o and 5p and shaded purple on sheet 5 of the streets plan
District of North Yorkshire	Lordship Lane	Between reference points 6g and 6h and shaded purple on sheet 6 of the streets plan
District of North Yorkshire	Garman Carr Lane	Between reference points 6k and 6l and shaded purple on sheet 6 of the streets plan
District of North Yorkshire	Sand Lane	Between reference points 6l and 6n and shaded purple on sheet 6 of the streets plan
District of North Yorkshire	Sand Lane	Between reference points 6n and 6o and shaded purple on sheet 6 of the streets plan
District of North Yorkshire	Garman Carr Lane	Between reference points 7a and 7b and shaded purple on sheet 7 of the streets plan
District of North Yorkshire	Pinfold Hill	Between reference points 7c and 7d and shaded purple on sheet 7 of the streets plan
District of North Yorkshire	B1223 Selby Road	Between reference points 7e and 7f and shaded purple on sheet 7 of the streets plan
District of North Yorkshire	Lordship Lane	Between reference points 8a and 8b and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Garman Carr Lane	Between reference points 8c and 8d and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Carr Lane	Between reference points 8e and 8f and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Black Fen Lane	Between reference points 8g and 8h and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Black Fen Lane	Between reference points 8h and 8i and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Black Fen Lane	Between reference points 8i and 8j and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	B1223 Wistow Road	Between reference points 8k and 8l and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	B1223 Wistow Road	Between reference points 8l and 8m and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	B1223 Wistow Road	Between reference points 8m and 8n and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Sand Lane	Between reference points 6o and 8a and shaded purple on sheet 8 of the streets plan

District of North Yorkshire	B1223 Wistow Road	Between reference points 8o and 8p and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Old Wistow Road	Between reference points 8q and 8r and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Sherburn Road	Between reference points 8r and 8s and shaded purple on sheet 8 of the streets plan
District of North Yorkshire	Track to Spark Hagg and New House Farm	Between reference points 9e and 9f and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Sherburn Road	Between reference points 9g and 9h and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Sherburn Road	Between reference points 9h and 9i and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Sherburn Road	Between reference points 9i and 9j and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Greenlands Lane	Between reference points 9k and 9l and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Hospital Lane	Between reference points 9o and 9p and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Greenlands Lane	Between reference points 9j and 9q and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Dam Lane	Between reference points 9p and 9r and shaded purple on sheet 9 of the streets plan
District of North Yorkshire	Dam Lane	Between reference points 9s and 10a and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Dam Lane	Between reference points 10a and 10b and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Dam Lane	Between reference points 10b and 10c and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Dam Lane	Between reference points 10h and 10i and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Dam Lane	Between reference points 10k and 10l and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Harry Moor Lane	Between reference points 10m and 10n and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	A1238 Leeds Road	Between reference points 10p and 10o and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	Whinny Hagg Lane	Between reference points 10q and 10r and shaded purple on sheet 10 of the streets plan

District of North Yorkshire	A63	Between reference points 10u and 10v and shaded purple on sheet 10 of the streets plan
District of North Yorkshire	A63 Main Road	Between reference points 11a and 11b and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Gateforth Lane	Between reference points 11c and 11d and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Morrets Lane	Between reference points 11e and 11f and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Gateforth Lane	Between reference points 11g and 11h and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Field Lane	Between reference points 11h and 11k and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Mill Lane	Between reference points 11h and 11i and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Haugh Lane	Between reference points 11h and 11j and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Field Lane	Between reference points 11k and 11l and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Field Lane	Between reference points 11l and 11m and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Haugh Lane	Between reference points 11n and 11o and shaded purple on sheet 11 of the streets plan
District of North Yorkshire	Fox Lane	Between reference points 12a and 12b and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Fox Lane	Between reference points 12b and 12c and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Fox Lane	Between reference points 12c and 12d and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Fox Lane	Between reference points 12e and 12f and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Hillam Road	Between reference points 12f and 12j and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Hillam Road	Between reference points 12g and 12h and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Hillam Common Lane	Between reference points 12i and 12f and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Hillam Common Lane	Between reference points 12k and 12l and shaded purple on sheet 12 of the streets plan

District of North Yorkshire	Hillam Common Lane	Between reference points 12m and 12n and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Roe Lane	Between reference points 12o and 12p and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Roe Lane	Between reference points 12q and 12r and shaded purple on sheet 12 of the streets plan
District of North Yorkshire	Roe Lane	Between reference points 12r and 18d and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Fryston Common Lane	Between reference points 13a and 13b and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	Fryston Common Lane	Between reference points 13b and 13c and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	Fryston Common Lane	Between reference points 13c and 13d and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	Fryston Common Lane	Between reference points 13e and 13f and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	A63	Between reference points 13i and 13j and shaded purple on sheet 13 of the streets plan
District of North Yorkshire	Common Lane	Between reference points 14e and 14f and shaded purple on sheet 14 of the streets plan
District of North Yorkshire	Turpin Lane to Common Lane	Between reference points 14g and 14h and shaded purple on sheet 14 of the streets plan
District of North Yorkshire	Common Lane	Between reference points 14i and 14j and shaded purple on sheet 14 of the streets plan
District of North Yorkshire	Common Lane	Between reference points 14j and 14k and shaded purple on sheet 14 of the streets plan
District of North Yorkshire	Turpin Lane to Common Lane	Between reference points 14l and 14m and shaded purple on sheet 14 of the streets plan
District of North Yorkshire	Turpin Lane	Between reference points 14m and 14n and shaded purple on sheet 14 of the streets plan
District of North Yorkshire	Common Lane	Between reference points 15a and 15b and shaded purple on sheet 15 of the streets plan
District of North Yorkshire	Common Lane	Between reference points 15c and 15d and shaded purple on sheet 15 of the streets plan
District of North Yorkshire	A63	Between reference points 15e and 15f and shaded purple on sheet 15 of the streets plan
District of North Yorkshire	Fox Lane	Between reference points 15g and 15h and shaded purple on sheet 15 of the streets plan

District of North Yorkshire	Phillip Lane	Between reference points 16a and 16b and shaded purple on sheet 16 of the streets plan
District of North Yorkshire	Biggin Bridge to Scalm Lane	Between reference points 17a and 17b and shaded purple on sheet 17 of the streets plan
District of North Yorkshire	Bishop Wood Tracks	Between reference points 17c and 17d and shaded purple on sheet 17 of the streets plan
District of North Yorkshire	Bishop Wood Tracks	Between reference points 17d and 17e and shaded purple on sheet 17 of the streets plan
District of North Yorkshire	Roe Lane	Between reference points 18a and 18d and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Roe Lane to Northfield Farm	Between reference points 18b and 18c and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Tinkler's Lane	Between reference points 18i and 18j and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Wood Lane	Between reference points 18k and 18l and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Barkhouse Wood Lane	Between reference points 18m and 18n and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Barkhouse Wood Lane	Between reference points 18n and 18o and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Haddlesey Road	Between reference points 18r and 18s and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Haddlesey Road	Between reference points 18t and 18u and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Haddlesey Road	Between reference points 18v and 18w and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Birkin Lane	Between reference points 18w and 18x and shaded purple on sheet 18 of the streets plan
District of North Yorkshire	Hillam Common Lane	Between reference points 19a and 19b and shaded purple on sheet 19 of the streets plan
District of North Yorkshire	Woodlands Lane	Between reference points 19c and 19d and shaded purple on sheet 19 of the streets plan
District of North Yorkshire	Hillam Lane	Between reference points 20a and 20b and shaded purple on sheet 20 of the streets plan
District of North Yorkshire	Fairfield Lane	Between reference points 20c and 20d and shaded purple on sheet 20 of the streets plan
District of North Yorkshire	Hillam Lane	Between reference points 20e and 20f and shaded purple on sheet 20 of the streets plan

District of North Yorkshire	A162 York Road	Between reference points 20g and 20h and shaded purple on sheet 20 of the streets plan
District of North Yorkshire	A162 York Road	Between reference points 20i and 20j and shaded purple on sheet 20 of the streets plan
District of North Yorkshire	Rawfield Lane	Between reference points 21a and 21b and shaded purple on sheet 21 of the streets plan
District of North Yorkshire	B1222 Bishopdyke Road	Between reference points 22a and 22b and shaded purple on sheet 22 of the streets plan
District of North Yorkshire	Long Lane	Between reference points 22c and 22d and shaded purple on sheet 22 of the streets plan
District of North Yorkshire	Long Lane	Between reference points 22e and 22f and shaded purple on sheet 22 of the streets plan
District of North Yorkshire	Broad Lane	Between reference points 22g and 22f and shaded purple on sheet 22 of the streets plan

SCHEDULE 9

Article 24

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

PART 1

LAND IN WHICH ONLY NEW RIGHTS MAY BE ACQUIRED AND RESTRICTIVE COVENANTS IMPOSED

(1) *Plot reference number shown on the Land, Crown Land and Special Category Land Plans*	*(2)* *Purposes for which rights over land may be required and restrictive covenants imposed*
01-002, 01-003, 01-005, 01-006, 01-010, 01-015, 01-022, 01-024, 01-026, 01-028, 01-031, 01-032, 02-002, 02-009, 03-025, 03-026, 03-027, 03-028, 03-029, 03-046, 03-049, 03-050, 03-051, 03-052, 03-058, 03-059, 05-007, 05-008, 05-009, 05-030, 05-031, 05-032, 05-033, 05-034, 05-035, 05-037, 05-043, 06-029, 06-041, 06-042, 06-043, 06-044, 06-045, 07-018, 07-019, 07-021, 08-029, 09-004, 09-005, 09-012, 09-018, 10-008, 10-014, 10-015, ~~10-015a,~~ 10-016, ~~10-016a, 10-016b,~~ 10-017, ~~10-017a, 10-017b,~~ 10-027, 10-028, 10-029, 10-039, 10-041, 10-043, 10-052, 10-053, 10-054, 10-055, 10-056, 10-057, 10-058, 10-059, 10-060, 10-064, 10-071, 10-072, 10-073, 10-074, 10-075, 10-076, 10-077, 10-078, 10-079, 10-081, 10-082, 10-083, 10-084, 11-006, 11-015, 11-018, 11-022, 11-037, 12-015, 12-016, 12-018, 12-022, 12-026, 12-027, 12-031, 12-032, 12-041, 12-043, 12-047, 12-058, 12-059, 12-061, ~~12-061a 12-061b,~~ 12-062, 12-063~~, 12-063b~~, 12-065, 12-066, 12-067, 12-068, 12-069, 12-070, 13-001, 13-002, 13-005, 13-008, 13-010, 13-013, 13-014, 13-017, 13-020, 13-022, 13-023, 13-026, 13-029, 13-030, 13-033, 13-041, 13-044, 13-046, 13-047, 14-006, 14-011, 14-013, 14-014, 14-015, 14-016, 14-019, 14-020, 14-024, 14-025, 14-026, 15-004, 15-005, 15-006, 15-007, 15-008, 15-009, 15-010, 15-011, 16-001, 16-002, 16-003, 16-004, 16-005, 16-006, 16-007, 16-008, 16-009, 16-010, 16-011, 16-012, 16-013, 16-014, 16-015, 16-016, 16-017, 16-018, 16-019, 17-004, 17-005, 17-006, 17-009, 17-010, 17-011, 17-012, 18-001, ~~18-001a, 18-001b, 18-001c, 18-001d,~~ 18-002, ~~18-002a, 18-002b, 18-003, 18-004, 18-005a,~~ 18-006, 18-010, 18-011, 18-016, 18-017, 19-002, 19-004, 19-017, 20-003, 20-007, 20-008, 20-011, 20-012, 20-015, 20-020, 20-027, 20-030, 20-031, 20-032, 21-002, 21-004, 21-010, 21-012, 21-014, 21-020, 21-022, 21-023, 21-027, 21-028	Alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;
	pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the authorised development;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;
	install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;
	restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.

01-011, 02-003, 02-009, 02-011, 03-001, 03-002, 03-003, 03-004, 03-017, 03-018, 03-019, 03-020, 03-021, 03-022, 03-023, 03-024, 03-062, 05-001, 05-002, 05-003, 05-004, 05-005, 05-006, 05-007, 05-008, 05-009, 05-016, 05-017, 05-018, 05-019, 05-020, 05-021, 05-022, 05-023, 05-024, 05-025, 05-026, 05-027, 05-028, 05-029, 05-030, 05-031, 05-043, 05-044, 05-045, 05-046, 05-047, 05-048, 05-049, 06-001, 06-002, 06-003, 06-004, 06-005, 06-006, 06-007, 06-008, 06-009, 06-010, 06-011, 06-012, 06-013, 06-014, 06-015, 06-016, 06-017, 06-018, 06-019, 06-020, 06-021, 06-022, 06-023, 06-024, 06-025, 06-028, 06-029, 06-033, 06-037, 06-038, 06-041, 06-042, 06-043, 06-044, 06-045, 07-020, 07-021, 07-022, 07-023, 07-024, 07-025, 07-026, 08-014, 08-015, 08-027, 08-028, 08-029, 08-035, 08-037, 09-001, 09-002, 09-003, 09-004, 09-005, 09-012, 09-013, 09-014, 09-015, 09-016, 09-018, 10-001, 10-003, 10-006, 10-007, 10-013, 10-023, 10-024, 10-025, 10-026, 10-031, 10-036, 10-039, 10-041, 10-043, 10-044, 10-052, 10-053, 10-054, 10-055, 10-056, 10-057, 10-058, 10-059, 10-060, 10-061, 10-062, 10-063, 10-064, 10-065, 10-066, 10-067, 10-068, 10-070, 10-071, 11-006, 11-015, 11-018, 11-022, 11-023, 11-024, 11-025, 11-026, 11-027, 11-028, 11-029, 11-030, 11-031, 11-032, 11-033, 11-035, 11-036, 11-037, 11-038, 12-001, 12-002, 12-003, 12-012, 12-013, 12-014, 12-015, 12-016, 12-018, 12-022, 12-026, 12-027, 12-031, 12-032, 12-033, 12-041, 12-043, 12-047, 12-048, 12-049, 12-057, 12-058, 12-059, 12-061, 12-062, 12-063, 12-065, 12-066, 12-067, 12-068, 12-069, 12-070, 12-075, 12-076, 13-001, 13-002, 13-003, 13-005, 13-008, 13-009, 13-010, 13-013, 13-014, 13-015, 13-017, 13-020, 13-022, 13-023, 13-026, 13-027, 13-028, 13-029, 13-036, 13-037, 13-038, 13-039, 13-040, 13-041, 13-044, 13-048, 15-003, 18-006, 19-005, 19-006, 19-007, 19-008, 19-009, 19-010, 19-011, 19-012, 19-013, 19-014, 19-015, 19-017, 19-018, 19-019, 19-020, 20-001, 20-002, 20-003, 20-004, 20-006, 20-012, 20-013, 20-014, 20-015, 20-020, 20-021, 20-022, 20-023, 20-024, 20-025, 20-026, 20-027, 20-030, 20-031, 20-032, 21-001, 21-002, 21-003, 21-004, 21-005, 21-006, 21-007, 21-008, 21-009, 21-010, 21-011, 21-012, 21-014, 21-015, 21-016, 21-017, 21-018, 21-020, 21-021, 21-022, 21-023, 21-024, 21-025, 21-026, 21-027, 21-028, 21-029, 21-030, 21-031, 21-031a, 21-035, 21-036, 21-040, 21-040a, 21-040b	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain electrical underground cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other ancillary apparatus and structures (including but not limited to access chambers, manholes and marker posts) and any other works necessary together with the right to fell, trim or lop trees and bushes which may obstruct or interfere with the said cables, telecommunications and other ancillary apparatus;
	remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development;
	continuous vertical and lateral support for the authorised development;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;
	alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;
	install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, permissive paths, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;

	restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.

PART 2

ROUTE OPTIONS

(1) *Route Option*	*(2)* *Plot numbers*	*(3)* *Alternative Plot Numbers*
CRC 1-4	11-037, 12-041, 12-043, 12-047, 12-048, 12-049	11-038, 12-015, 12-016, 12-018, 12-022
CRC 3-4	12-075	12-076, 19-006, 19-007, 19-008, 19-009, 19-010, 19-011, 19-012, 19-013, 19-014, 19-015

SCHEDULE 10

Article 24

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

Compensation enactments

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

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

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

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

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

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

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

(a) the acquiring authority enters on land for the purpose of exercising a right in pursuant of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 10 to the Light Valley Solar Order 202[ ];

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

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

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

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 21 (compulsory acquisition of land) and as modified by article 28 (modification of Part 1 of the Compulsory Purchase Act 1965), applies to the compulsory acquisition of a right by the creation of a new right under article 24 (compulsory acquisition of rights)—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Section 20 (tenants at will, etc.)(**f**) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 27(3) (modification of Part 1 of the Compulsory Purchase Act 1965) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or restrictive covenant imposed, subject to compliance with that section as respects compensation.

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

(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1958 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

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

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

(**d**) Section 12 was amended by sections 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraphs (2) and (4) of Schedule 16 to the Housing and Planning Act 2016.

(**e**) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**f**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

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

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

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

Counter-notice requiring purchase of land

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

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

Response to counter-notice

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

(a) withdraw the notice to treat,

(b) accept the counter notice, or

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

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

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

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

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

Determination by the Upper Tribunal

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 11

Article 31

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Plot reference number shown on the Land, Crown Land and Special Category Land Plans*	*(2)* *Purpose for which temporary possession may be taken*
01-001, 01-007, 02-001, 02-004, 02-007, 02-008, 02-010, 03-005, 03-005a, 03-006, 03-007, 03-008, 03-008a, 03-009, 03-010, 03-011, 03-012, 03-013, 03-014, 03-015, 03-016, 03-017a, 03-017b, 03-017c, 03-017d, 03-017e, 03-017f, 03-017g, 03-017h, 03-017i, 03.017j, 03-030, 03-031, 03-032, 03-033, 03-034, 03-035, 03-036, 03-037, 03-038, 03-039, 03-040, 03-041, 03-042, 03-043, 03-044, 03-045, 03-047, 03-048, 03-053, 03-054, 03-055, 03-056, 03-057, 03-060, 03-061, 04-001, 04-002, 04-003, 04-004, 04-005, 05-010, 05-011, 05-012, 05-013, 05-014, 05-015, 05-036, 05-038, 05-039, 05-040, 05-041, 05-042, 06-026, 06-027, 06-030, 06-031, 06-032, 06-033a, 06-034, 06-035, 06-036, 06-039, 06-040, 07-001, 07-002, 07-003, 07-004, 07-005, 07-006, 07-007, 07-008, 07-009, 07-010, 07-011, 07-012, 07-013, 07-014, 07-015, 07-016, 07-017, 07-027, 08-001, 08-002, 08-003, 08-004, 08-005, 08-006, 08-007, 08-008, 08-009, 08-010, 08-011, 08-012, 08-013, 08-016, 08-017, 08-018, 08-019, 08-020, 08-021, 08-022, 08-023, 08-024, 08-025, 08-026, 08-030, 08-031, 08-032, 08-033, 08-034, 08-036, 08-038, 08-039, 09-006, 09-007, 09-008, 09-009, 09-010, 09-011, 09-017, 09-019, 09-020, 09-021, 09-022, 09-023, 10-002, 10-004, 10-005, 10-009, 10-010, 10-011, 10-012, 10-015a, 10-016a, 10-016b, 10-017a, 10-017b, 10-018, 10-018a, 10-018b, 10-019, 10-019a, 10-019b, 10-020, 10-021, 10-022, 10-030, 10-032, 10-033, 10-034, 10-035, 10-037, 10-038, 10-040, 10-042, 10-045, 10-046, 10-047, 10-048, 10-049, 10-050, 10-051, 10-069, 10-080, 10-085, 11-001, 11-002, 11-003, 11-004, 11-005, 11-007, 11-008, 11-009, 11-010, 11-011, 11-012, 11-013, 11-014, 11-016, 11-017, 11-019, 11-020, 11-021, 11-034, 12-004, 12-005, 12-006, 12-007, 12-008, 12-009, 12-010, 12-011, 12-016a, 12-016b, 12-017, 12-019, 12-020, 12-021, 12-023, 12-024, 12-025, 12-028, 12-029, 12-030, 12-036, 12-037, 12-038, 12-039, 12-040, 12-042, 12-044, 12-045, 12-046, 12-061a, 12-061b, 12-063a, 12-063b, 12-064, 13-004, 13-006, 13-007, 13-011, 13-012, 13-016, 13-018, 13-019, 13-024, 13-025, 13-031, 13-032, 13-042, 13-043, 13-045, 14-007, 14-008, 14-012, 15-001, 15-012, 15-013, 15-014, 17-001, 17-002, 17-003, 17-007, 17-008, 18-001a, 18-001b, 18-001c, 18-001d, 18-002a, 18-002b. 18-003, 18-004, 18-005, 18-005a, 18-007, 18-018, 18-019, 18-021, 19-001, 19-016, 20-005, 20-009,	Temporary use (including access and compounds) to facilitate the construction of Work Nos. 1 to 10

20-010, 20-016, 20-017, 20-018, 20-019, 20-028, 20-029, 20-033, 20-034, 20-035, 20-036, 20-037, 20-038, 20-039, 20-040, 20-041, 20-042, 20-043, 20-044, 20-045, 21-037, 21-038, 21-039, 22-001, 22-002, 22-003, 22-004, 22-005	

SCHEDULE 12

Article 40

HEDGEROWS TO BE REMOVED

PART 1

REMOVAL OF HEDGEROWS

(1) *Area*	*(2)* *Number of hedgerow and extent of removal*
H148	Removal of approximately 301m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H207	Removal of approximately 26m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H221	Removal of approximately 263m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H260	Removal of approximately 505m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H348	Removal of approximately 253m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H465	Removal of approximately 292m of hedgerow within the area identified by a green line on sheet 2 of the hedgerow and tree protection order plan
H466	Removal of approximately 19m of hedgerow within the area identified by a green line on sheet 2 of the hedgerow and tree protection order plan
H467	Removal of approximately 551m of hedgerow within the area identified by a green line on sheet 2 of the hedgerow and tree protection order plan
H479	Removal of approximately 60m of hedgerow within the area identified by a green line on sheet 2 of the hedgerow and tree protection order plan
H482	Removal of approximately 77m of hedgerow within the area identified by a green line on sheet 2 of the hedgerow and tree protection order plan
H507	Removal of approximately 257m of hedgerow within the area identified by a green line on sheet 2 of the hedgerow and tree protection order plan
H614	Removal of approximately 421m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H626	Removal of approximately 169m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H960	Removal of approximately 348m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan

H1058	Removal of approximately 5m of hedgerow within the area identified by a green line on sheet 19 of the hedgerow and tree protection order plan
H1060	Removal of approximately 17m of hedgerow within the area identified by a green line on sheet 19 of the hedgerow and tree protection order plan
H1217	Removal of approximately 161m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H1389	Removal of approximately 158m of hedgerow within the area identified by a green line on sheet 1 of the hedgerow and tree protection order plan
H1425	Removal of approximately 237m of hedgerow within the area identified by a green line on sheet 14 of the hedgerow and tree protection order plan
H1462	Removal of approximately 303m of hedgerow within the area identified by a green line on sheet 14 of the hedgerow and tree protection order plan
H1450	Removal of approximately 280m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H1542	Removal of approximately 43m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H1544	Removal of approximately 98m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H1551	Removal of approximately 259m of hedgerow within the area identified by a green line on sheet 9 of the hedgerow and tree protection order plan
H1562	Removal of approximately 137m of hedgerow within the area identified by a green line on sheet 6 of the hedgerow and tree protection order plan
H1565	Removal of approximately 140m of hedgerow within the area identified by a green line on sheet 6 of the hedgerow and tree protection order plan
H1570	Removal of approximately 37m of hedgerow within the area identified by a green line on sheet 6 of the hedgerow and tree protection order plan
H1584	Removal of approximately 67m of hedgerow within the area identified by a green line on sheet 6 of the hedgerow and tree protection order plan
H1612	Removal of approximately 272m of hedgerow within the area identified by a green line on sheet 5 of the hedgerow and tree protection order plan
H1643	Removal of approximately 57m of hedgerow within the area identified by a green line on sheet 20 of the hedgerow and tree protection order plan
H1668	Removal of approximately 64m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H1674	Removal of approximately 134m of hedgerow within the area identified by a green line on sheet 9 of the hedgerow and tree protection order plan
H1676	Removal of approximately 200m of hedgerow within the area identified by a green line on sheet 9 of the hedgerow and tree protection order plan

H1704	Removal of approximately 5m of hedgerow within the area identified by a green line on sheet 9 of the hedgerow and tree protection order plan
H1705	Removal of approximately 55m of hedgerow within the area identified by a green line on sheet 9 of the hedgerow and tree protection order plan
H1708	Removal of approximately 114m of hedgerow within the area identified by a green line on sheet 9 of the hedgerow and tree protection order plan
H1715	Removal of approximately 80m of hedgerow within the area identified by a green line on sheet 8 of the hedgerow and tree protection order plan
H1718	Removal of approximately 161m of hedgerow within the area identified by a green line on sheet 8 of the hedgerow and tree protection order plan
H1866	Removal of approximately 102m of hedgerow within the area identified by a green line on sheet 11 of the hedgerow and tree protection order plan
H1868	Removal of approximately 214m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H1870	Removal of approximately 248m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H1878	Removal of approximately 95m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H1881	Removal of approximately 23m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H1882	Removal of approximately 68m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H1892	Removal of approximately 56m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H1898	Removal of approximately 47m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H1956	Removal of approximately 50m of hedgerow within the area identified by a green line on sheet 14 of the hedgerow and tree protection order plan
H1958	Removal of approximately 17m of hedgerow within the area identified by a green line on sheet 12 of the hedgerow and tree protection order plan
H1962	Removal of approximately 18m of hedgerow within the area identified by a green line on sheet 12 of the hedgerow and tree protection order plan
H1978	Removal of approximately 73m of hedgerow within the area identified by a green line on sheet 2 of the hedgerow and tree protection order plan
H1993	Removal of approximately 42m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H2002	Removal of approximately 183m of hedgerow within the area identified by a green line on sheet 5 of the hedgerow and tree protection order plan

H2020	Removal of approximately 15m of hedgerow within the area identified by a green line on sheet 5 of the hedgerow and tree protection order plan
H2025	Removal of approximately 27m of hedgerow within the area identified by a green line on sheet 5 of the hedgerow and tree protection order plan
H2039	Removal of approximately 28m of hedgerow within the area identified by a green line on sheet 20 of the hedgerow and tree protection order plan
H2041	Removal of approximately 9m of hedgerow within the area identified by a green line on sheet 20 of the hedgerow and tree protection order plan
H2068	Removal of approximately 55m of hedgerow within the area identified by a green line on sheet 11 of the hedgerow and tree protection order plan
H2072	Removal of approximately 55m of hedgerow within the area identified by a green line on sheet 11 of the hedgerow and tree protection order plan
H2073	Removal of approximately 55m of hedgerow within the area identified by a green line on sheet 11 of the hedgerow and tree protection order plan
H2074	Removal of approximately 55m of hedgerow within the area identified by a green line on sheet 11 of the hedgerow and tree protection order plan
H2079	Removal of approximately 65m of hedgerow within the area identified by a green line on sheet 11 of the hedgerow and tree protection order plan
H2151	Removal of approximately 67m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
G2164	Removal of approximately 171m of hedgerow within the area identified by a green line on sheet 3 of the hedgerow and tree protection order plan
H2354	Removal of approximately 124m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H2364	Removal of approximately 52m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H2370	Removal of approximately 8m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H2371	Removal of approximately 64m of hedgerow within the area identified by a green line on sheet 10 of the hedgerow and tree protection order plan
H2432	Removal of approximately 7m of hedgerow within the area identified by a green line on sheet 19 of the hedgerow and tree protection order plan
H2459	Removal of approximately 142m of hedgerow within the area identified by a green line on sheet 20 of the hedgerow and tree protection order plan
H2467	Removal of approximately 50m of hedgerow within the area identified by a green line on sheet 21 of the hedgerow and tree protection order plan
H2483	Removal of approximately 124m of hedgerow within the area identified by a green line on sheet 5 of the hedgerow and tree protection order plan

H2496	Removal of approximately 98m of hedgerow within the area identified by a green line on sheet 9 of the hedgerow and tree protection order plan
H2584	Removal of approximately 97m of hedgerow within the area identified by a green line on sheet 16 of the hedgerow and tree protection order plan

PART 2

REMOVAL OF IMPORTANT HEDGEROWS

(1) *Area*	*(2)* *Number of hedgerow and extent of removal*
H1770	Removal of approximately 86m of hedgerow within the area identified by a green line on sheet 14 of the hedgerow and tree protection order plan

SCHEDULE 13

Article 42

DOCUMENTS AND PLANS TO BE CERTIFIED

PART 1

DOCUMENTS AND PLANS

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*
Access to works plans	EN0110012/APP/LVS/02.05	1.0 (Change Application)	October 2026
Archaeological mitigation strategy	EN0110012/APP/LVS/07.11	~~2.0~~3.0	~~September~~November 2026
Book of reference	EN0110012/APP/LVS/04.03	~~2.0 (Change Application)~~3.0	~~October~~November 2026
Design parameters and commitments document	EN0110012/APP/LVS/05.06	~~2.0~~3.0	~~September~~November 2026
Land, crown land and special category land plans	EN0110012/APP/LVS/02.02	~~3.0 (Change Application)~~4.0	~~October~~November 2026
Environmental statement	EN0110012/APP/LVS/06.01	—	February 2026
Outline battery safety management plan	EN0110012/APP/LVS/07.06	~~2.0~~3.0	~~September~~November 2026
Outline bird mitigation area management plan	EN0110012/APP/LVS/07.19	~~—~~2.0	~~February~~November 2026
Outline construction environmental management plan	EN0110012/APP/LVS/07.02	~~2.0~~3.0	~~September~~November 2026
Outline construction traffic management plan	EN0110012/APP/LVS/07.12	~~2.0 (Change Application)~~3.0	~~October~~November 2026
Outline decommissioning environmental management plan	EN0110012/APP/LVS/07.04	~~2.0~~3.0	~~September~~November 2026
Outline drainage strategy	EN0110012/APP/LVS/06.03.15.04	~~2.0~~3.0	~~September~~November 2026
Outline landscape and ecological management plan	EN0110012/APP/LVS/07.05	~~2.0 (Change Application)~~3.0	~~October~~November 2026
Outline operational environmental management plan	EN0110012/APP/LVS/07.03	~~2.0~~3.0	~~September~~November 2026
Outline public rights of way management plan	EN0110012/APP/LVS/07.09	1.0 (Change Application)	October 2026
Outline skills, supply chain and employment plan	EN0110012/APP/LVS/07.13	—	February 2026

Outline soil resource management plan	EN0110012/APP/LVS/07.14	~~2.0~~3.0	~~September~~November 2026
Permitted preliminary works environmental management plan	EN0110012/APP/LVS/08.10	~~—~~2.0	~~September~~November 2026
Public rights of way plans	EN0110012/APP/LVS/02.04	—	February 2026
Streets plan	EN0110012/APP/LVS/02.06	1.0 (Change Application)	October 2026
Tree preservation order and hedgerow plans	EN0110012/APP/LVS/02.10	1.0 (Change Application)	October 2026
Works plans	EN0110012/APP/LVS/02.03	~~1.0 (Change Application)~~2.0	~~October~~November 2026

PART 2

SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS

(1) Originating Document	*(2) Replacement or supplementary part*	*(3) Document reference*	*(4) Date*	*(5) Examination library reference*
Environmental Statement	Volume 1 Chapter 3 – Alternatives and Design Iteration	EN0110012/APP/LVS/06.01.03	September 2026	REP2-029
Environmental Statement	Volume 1 Chapter 5 – Agricultural Land and Soils	EN0110012/APP/LVS/06.01.05	September 2026	REP2-031
Environmental Statement	Volume 1 Chapter 6 – Biodiversity	EN0110012/APP/LVS/06.01.06	~~September~~November 2026	~~REP2-033~~TBC
Environmental Statement	Volume 1 Chapter 7 – Climate Change	EN0110012APP/LVS/06.01.07	November 2026	TBC
Environmental Statement	Volume 1 Chapter 8 – Cultural Heritage	EN0110012/APP/LVS/06.01.08	September 2026	REP2-035
Environmental Statement	Volume 1 Chapter 10 – Landscape and Visual	EN0110012/APP/LVS/06.01.10	November 2026	TBC
Environmental Statement	Volume 1 Chapter 12 – Ornithology	EN0110012/APP/LVS/06.01.10	September 2026	REP2-037
Environmental Statement	Volume 1 Chapter 13 – Socioeconomics	EN0110012/APP/LVS/06.01.13	~~September~~November 2026	~~REP2-039~~TBC
Environmental Statement	Volume 1 Chapter 14 – Traffic and Movement	EN0110012/APP/LVS/06.01.14	~~September~~November 2026	~~REP2-041~~TBC
Environmental Statement	Volume 1 Chapter 15 – Water Resources and Flood Risk	EN0110012/APP/LVS/06.01.15	November 2026	TBC
Environmental Statement	Volume 1 Chapter 16 – Other Environmental Matters	EN0110012/APP/LVS/06.01.16	September 2026	REP2-045

Environmental Statement	Volume 1 Chapter 17 – Cumulative and In-Combination Effects	EN0110012/APP/LVS/06.01.17	September 2026	REP2-047
Environmental Statement	Technical Note – Updated Ground Nesting Bird Baseline	EN0110012/APP/LVS/08.10	September 2026	REP2-114
Environmental Statement	Health and Wellbeing Summary Statement	EN0110012/APP/LVS/08.37	October 2026	REP3-031
Environmental Statement	ES Volume 2 – Figure 6.6 UK Habitat Classification Results	EN0110012/APP/LVS/06.02.06.06	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 6.7 Otter Survey Results	EN0110012/APP/LVS/06.02.06.07	November 2026	TBC
Environmental Statement	ES Volume 2 – Figure 6.8 Badger Survey Results (confidential)	EN0110012/APP/LVS/06.02.06.08	November 2026	TBC
Environmental Statement	ES Volume 2 – Figure 6.9 Bat Activity Transects and Static Locations	EN0110012/APP/LVS/06.02.06.09	November 2026	TBC
Environmental Statement	ES Volume 2 – Figure 06.11 Water Vole Results	EN0110012/APP/LVS/06.02.06.11	November 2026	TBC
Environmental Statement	ES Volume 2 – Figure 10.2 Environmental Designations	EN0110012/APP/LVS/06.02.10.02	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 13.2 Public Rights of Way Baseline	EN0110012/APP/LVS/06.02.13.02	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 13.3 Public Rights of Way and Permissive Paths, Enhancements and Diversions	EN0110012/APP/LVS/06.02.13.03	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 14.3 Walking and Cycling Routes	EN0110012/APP/LVS/06.02.14.03	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 14.5 Traffic Survey Locations	EN0110012/APP/LVS/06.02.14.05	November 2026	TBC
Environmental	ES Volume 2 -	EN0110012/APP/L	November 2026	TBC

Statement	Figure 15.4 Groundwater and Surface Water Designations	VS/06.02.15.04		
Environmental Statement	ES Volume 2 - Figure 15.23 Direct Rainfall Model Solar Development Site 1 (1% AEP plus Climate Change)	EN0110012/APP/LVS/06.02.15.23	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 15.24 Direct Rainfall Model Solar Development Site 1 (0.1% AEP plus Climate Change)	EN0110012/APP/LVS/06.02.15.24	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 15.25 Direct Rainfall Model Solar Development Site 2 (1% AEP plus Climate Change)	EN0110012/APP/LVS/06.02.15.25	November 2026	TBC
Environmental Statement	ES Volume 2 - Figure 15.26 Direct Rainfall Model Solar Development Site 2 (0.1% AEP plus Climate Change)	EN0110012/APP/LVS/06.02.15.26	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 1.3 Commitments Register	EN0110012/APP/LVS/06.03.01.03	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 6.1 Habitats Report	EN0110012/APP/LVS/06.03.06.01	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 6.2 Otter Report	EN0110012/APP/LVS/06.03.06.02	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 6.3 Badger Report (confidential)	EN0110012/APP/LVS/06.03.06.03	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 6.4 Bat Report	EN0110012/APP/LVS/06.03.06.04	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 7.1 Climate Change Resilience Assessment	EN0110012/APP/LVS/06.03.07.01	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 8.1 Cultural Heritage Baseline	EN0110012/APP/LVS/06.03.08.01	November 2026	TBC
Environmental	ES Volume 3 -	EN0110012/APP/L	November 2026	TBC

Statement	Appendix 10.2 Landscape Baseline and Effects	VS/06.03.10.02		
Environmental Statement	ES Volume 3 - Appendix 10.3 Visual Baseline and Effects	EN0110012/APP/LVS/06.03.10.03	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 13.1 Socioeconomic Receptors Impact Assessment	EN0110012/APP/LVS/06.03.13.01	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 14.1 Transport Assessment	EN0110012/APP/LVS/06.03.14.01	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 15.1 Flood Risk Assessment	EN0110012/APP/LVS/06.03.15.01	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 15.2 Water Environment Regulations (Water Framework Directive) Compliance Assessment	EN0110012/APP/LVS/06.03.15.02	November 2026	TBC
Environmental Statement	ES Volume 3 - Appendix 15.4 Outline Drainage Strategy	EN0110012/APP/LVS/06.03.15.04	November 2026	TBC

SCHEDULE 14

Article 44

ARBITRATION RULES

Commencing an arbitration

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

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

(a) the parties to the arbitration;

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

(c) the nature of the relief sought.

Appointment of the arbitrator

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

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

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

Time periods

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

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

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

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

Timetable

4. —(1) The timetable for the arbitration is that which is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 6(4).

(2) Within 28 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

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

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

(3) Within 28 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

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

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

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

(4) Within 21 days of the respondent serving its statements under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

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

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

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

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

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

Procedure

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

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

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

(4) Within 14 days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 21 days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the agreement or arbitrator's direction confirming the date and venue of the hearing.

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

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

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

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 21 days of the issues being provided; and

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

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

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

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

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

Arbitrator's powers

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

(2) There must be no discovery or disclosure, except as may be ordered by the arbitrator under sub-paragraph (3).

(3) The arbitrator may order the parties to produce such documents as are reasonably requested, either by another party no later than the statement of reply or by the arbitrator, where—

(a) in the opinion of the arbitrator the documents are manifestly relevant to the legal issues between the parties;

(b) the documents requested have been specifically identified; and

(c) the arbitrator is satisfied that the burden of production is not excessive.

(4) Any application and orders made under sub-paragraph (3) should be made by way of a Redfern Schedule without any hearing.

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

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

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

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

Costs

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

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

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

(4) The arbitrator must specify the proportions in which the parties must bear the costs of the arbitration, and in determining such proportions the arbitrator must apply the general principle that each party should bear its own costs, making such adjustments as the arbitrator considers appropriate having regard to all material circumstances, including such matters as exaggerated claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

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

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

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

SCHEDULE 15

Article 45

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act, belonging to or maintained by that utility undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991(**a**); and

(d) in the case of a sewage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991; and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties;

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

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 of the 1989 Act;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(**b**);

(c) water undertaker within the meaning of the Water Industry Act 1991; and

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991;

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

(**b**) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained; and

"Yorkshire Water" means Yorkshire Water Services Limited (company no. 02366682) whose registered office is at Western House, Halifax Road, Bradford, West Yorkshire, BD6 2SZ.

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

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary and permanent closure, restriction or prohibition of use or stopping up of streets and public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

5. Regardless of any provision in this Order or anything shown on the land, crown land and special category land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 44 (arbitration) to be necessary, then, if such

placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

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

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

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

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

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

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

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

11. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

12. Where the execution of works is required pursuant to paragraphs 6 or 8 of this Part of this Schedule with respect to apparatus belonging to or maintained by Yorkshire Water, such works must be undertaken in compliance with Yorkshire Water's "Protection of Mains and Services Policy" (provided by Yorkshire Water to the undertaker by letter dated [X]).

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

13. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

14. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003(**a**);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

15. The exercise of the powers of article 32 (statutory undertakers) is subject to Part 10 (undertakers' works affecting electronic communications apparatus) of the electronic communications code.

16.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 44 (arbitration).

17. This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

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

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

PART 3

FOR THE PROTECTION OF DRAINAGE AUTHORITIES

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

20. In this Part of this Schedule—

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

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

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance constructed for land drainage or flood defence which is the responsibility of the drainage authority; "ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes any information reasonably required by the drainage authority including location details, grid references, sections, drawings, specifications and method statements; and

"specified work" means so much of the authorised development as is in, on, under, over or within 8 metres (or 9 metres in the case of any drainage work under the control of the Ouse and Derwent Internal Drainage Board, or 7 metres in the case of any drainage work under the control of the Selby Area Internal Drainage Board) of a drainage work or is otherwise likely to affect the flow of water in any watercourse.

21.—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work (such plans to include any proposals for access for maintenance to the drainage work) and such further particulars available to it as the drainage authority may reasonably require within 14 days of the submission of the plans.

(2) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 27.

(3) Any approval of the drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 28 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work taking into account the terms of this Order.

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

22. Without limiting the scope of paragraph 21, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary taking account of the terms of this Order—

(a) to safeguard any drainage work against damage by reason of any specified work; or

(b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased beyond the level of flood risk that was assessed in the environmental statement, by reason of any specified work.

23.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 22, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the drainage authority, and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and

(b) notice in writing of its completion not later than seven days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule—

(a) the drainage authority may by notice in writing require the undertaker to comply with the requirements of this Part of this Schedule; or

(b) upon receipt of such notice, the undertaker may notify the drainage authority in writing seeking to remove or alter the work.

(5) If written notification under sub-paragraph (4)(b) is given, the drainage authority must provide either its written consent to the undertaker's election or otherwise confirm what works the drainage authority requires or as determined under paragraph 27. Where removal is elected or otherwise required, the undertaker must restore the site to its former condition to such extent and within the Order limits as the drainage authority reasonably requires.

(6) All works required by paragraphs 22(a) or 23 are at the undertaker's expense.

(7) Subject to alternative timescales being agreed with the drainage authority in writing and excluding circumstances where sub-paragraph (8) applies, if within not less than 28 days from the date one of the following is given—

(a) notice is served under sub-paragraph (4)(a);

(b) the drainage authority's consent under sub-paragraph (5) agreeing the elected works is provided; or

(c) the drainage authority's written confirmation as to what other works it requires under sub-paragraph (5),

the undertaker has failed to begin taking reasonable steps to comply with the notice, the agreed elected course (including removal of, or alteration to, the undertaker's works) or in accordance with what the drainage authority has otherwise required, the drainage authority may execute the works specified in the notice under sub-paragraph (4)(a) or confirmed under sub-paragraph (5) and any reasonable expenditure incurred by it in so doing is recoverable from the undertaker.

(8) Where the drainage authority reasonably considers that the flow of water is being obstructed in an ordinary watercourse by any specified or protective work such that there is real risk of a potential flooding incident without preventative or remedial action being undertaken, the drainage authority may issue a notice under sub-paragraph (4)(a) stating the time period and details of the preventative or remedial action the undertaker must carry out to prevent a flooding incident and justification for the stated time period, and the undertaker must carry out the notified actions within the stated time period. If the undertaker has failed to complete the notified actions within the time stated in the notice and to the reasonable satisfaction of the drainage authority, the drainage authority may execute the actions specified in the notice under this sub-paragraph and any reasonable expenditure incurred by it in so doing is recoverable from the undertaker.

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

25. The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in inspecting the construction of the specified work or any protective works required by the drainage authority under this Part of this Schedule; and

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

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

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

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

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

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

(4) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

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

(6) The drainage authority will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

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

27. Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 44. (arbitration).

PART 4

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

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

(2) In this Part of the Schedule—

"Agency" means the Environment Agency;

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

"drainage work" means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

"emergency" means an occurrence which presents a risk of—

(a) serious flooding;

(b) serious detrimental impact on drainage;

(c) serious harm to the environment;

"fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" has the same meaning given in section 113 of the Water Resources Act 1991;

"non-tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016;

"plans" includes plans, sections, elevations, drawings, specifications, programmes, proposals, calculations, method statements and descriptions;

"remote defence" means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

"sea defence" means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences of the Agency's area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within;

(a) 16 metres of the base of a sea defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence; or

(ii) interfere with the Agency's access to or along that sea defence or the Agency's ability to undertake works to ensure the efficacy of that sea defence;

(b) 8 metres of the base of a remote defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence; or

(ii) interfere with the Agency's access to or along that remote defence;

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

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

(e) any distance of a drainage work and is otherwise likely to—

(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(ii) affect the flow, purity or quality of water in any main river or other surface waters;

(iii) cause obstruction to the free passage of fish or damage to any fishery;

(iv) affect the conservation, distribution or use of water resources; or

(v) affect the conservation value of the main river and habitats in its immediate vicinity;

or which involves;

(f) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and

(g) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work; and

"tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016.

Submission and approval of plans

29.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 39.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) subject to sub-paragraph (5), is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or such later date as is agreed between the Agency and the undertaker and if further particulars have been requested pursuant to sub-paragraph (1) the period between the making of this request and the provision of further particulars in response to it shall not be taken into account in the calculation of the 2 months for the purposes of this sub-paragraph; and

(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or the prevention of environmental harm in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in paragraph 30(b).

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

Construction of protective works

30. Without limiting paragraph 29, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

31.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 30, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Part of this Schedule

32.—(1) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions and where the Agency acting reasonably considers it necessary to avoid any of the risks specified in sub-paragraph (2), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within the period specified in the notice, and the undertaker must cease constructing the specified works or part thereof until such time as it has obtained the consent or complied with the condition specified within the notice served.

(2) The risks specified in sub-paragraph (1) are—

(a) risk of flooding;

(b) risk of harm to the environment;

(c) risk of detrimental impact on drainage;

(d) damage to the fishery.

(3) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(4) Subject to sub-paragraph (5) if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (3) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (3) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with paragraph 39.

Maintenance of works

33.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the Order limits and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (4) if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 39.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and

(b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

34. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

35. If by reason of the construction of any specified work or the failure of any such work, the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency immediately and provide suitable alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction occurred and such alternative access must be made available as soon as reasonably practicable after the undertaker becomes aware of such obstruction, except in the case of an emergency in which case the undertaker must provide such alternative means of access on demand.

Free passage of fish

36.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage within the period specified in the notice.

(3) If, the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

37. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

38.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Part of this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

(a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

(a) "costs" includes—

(i) expenses and charges;

(ii) staff costs and overheads;

(iii) legal costs;

(b) "losses" includes physical damage.

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

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

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

(d) "liabilities" includes—

(i) contractual liabilities;

(ii) tortious liabilities (including liabilities for negligence or nuisance);

(iii) liabilities to pay statutory compensation or for breach of statutory duty;

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

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

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

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

39. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 44 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 5

FOR THE PROTECTION OF RAILWAY INTERESTS

40. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 53 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

41. In this Part of this Schedule—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licencee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions,

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development; and

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 5 (power to maintain the authorised development) in respect of such works.

42.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

43.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

44.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 43(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 43;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

45. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

46. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their

construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

47.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 43(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 48(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

48. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 43(3) or in constructing any protective works under the provisions of paragraph 43(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

49.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 43(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 43(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 43(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraph (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 44.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 53(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of

proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 48(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

50. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

51. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

52. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

53.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 43 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands;

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and

(c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must

promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

54. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 53) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

55. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

56. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works plans and the land, crown land and special category land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

57. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

58. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 37 (consent to transfer the benefit of the Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

59. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 42 (certification of plans and documents, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

60. Any dispute arising under this Part of this Schedule, unless otherwise provided for, must be referred to and settled by arbitration in accordance with article 44 (arbitration) and the rules at Schedule 14 (arbitration rules).

PART 6

FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

Application etc.,

61.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) For any part of the strategic road network that is managed under a DBFO contract, both National Highways and the highway operations and maintenance contractor will have the benefit of this Part of this Schedule, save that for the purposes of any approval required under this Part the undertaker must liaise with National Highways.

(3) Except where expressly amended by the Order, the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or the Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all statutory functions of National Highways.

Interpretation

62.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Part of this Schedule—

"as built information" means one electronic copy of the following information where National Highways deems it to be necessary and insofar as it is relevant to the works impacting the strategic road network or any land in which National Highways holds an interest—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for any road work designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document, and for the cable works, showing the location and depth of the cable as installed and any ancillary or protective measures installed within the strategic road network or land that National Highways has an interest in;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;

(g) organisation and methods manuals for all products used;

(h) as constructed programme;

(i) test results and records as required by the detailed design information and during construction phase of the project;

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

(l) such other information, including CCTV surveys, as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual or any successor of it as is in operation at the relevant time;

"bond" means a bond in the form approved by National Highways duly executed by the undertaker and a reputable UK surety company or other UK financial institution to be previously approved in writing by National Highways (such approval not to be unreasonably withheld or delayed);

"the bond sum" means the sum equal to 200% of the cost of carrying out the road works or the cable works or both (to include all costs plus any commuted sum), or such other sum agreed between the undertaker and National Highways, to be provided to National Highways in the form of—

(a) a bond; or

(b) a cash surety; or

(c) where agreed by National Highways, a combination of a bond and cash surety;

"cash surety" means a cash deposit to be paid by the undertaker into an account specified by National Highways;

"commuted sum" means such sum calculated as provided for in paragraph 74 of this Part of this Schedule to be used to fund the future cost of maintaining any new National Highways assets, structures or apparatus as part of the road works provided under the Order;

"cable works" means any works under this Order which consist of the installation and maintenance of cables, cable ducts, tunnels for cables and cable ducts and related or associated works to those operations under the strategic road network or in land in which National Highways has an interest, and to be installed through the use of trenchless installation techniques where no works are required to or on the operational carriageway;

"condition survey" means a survey of the condition of National Highways structures and assets that in the reasonable opinion of National Highways may be affected by the road works or cable works which National Highways may require including a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by the road works or cable works;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the road works or the cable works or both;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

"detailed design information" means such of the following drawings specifications and calculations as are relevant to—

(a) the road works—

(i) site clearance details;

(ii) boundary, environmental and mitigation fencing;

(iii) road restraints systems and supporting road restraint risk appraisal process assessment;

(iv) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys — standards for Highways;

(v) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(vi) pavement, pavement foundations, kerbs, footways and paved areas;

(vii) traffic signs and road markings;

(viii) traffic signal equipment and associated signal phasing and timing detail;

(ix) road lighting (including columns and brackets);

(x) regime of California Bearing Ratio testing;

(xi) electrical work for road lighting, traffic signs and signals;

(xii) motorway communications as required by DMRB;

(xiii) highway structures and any required structural approval in principle;

(xiv) landscaping;

(xv) proposed departures from DMRB standards;

(xvi) walking, cycling and horse riding assessment and review report in accordance with DMRB GG142 Designing for walking, cycling and horse riding or any successor document;

(xvii) stage 1 and stage 2 road safety audits and exceptions agreed;

(xviii) utilities diversions;

(xix) topographical survey;

(xx) maintenance and repair strategy in accordance with the DMRB GD304 Designing health and safety into maintenance, or any replacement or modification of it;

(xxi) health and safety information including any asbestos survey required by GG105 or any successor document;

(xxii) where relevant, details of any hedgerows and trees that are required to be removed or anticipated to be impacted by the road works, details of any replacement hedgerows and trees and details of tree and hedgerow protective fencing;

(xxiii) ~~(xxii)~~ other such information that may be required by National Highways to be used to inform the detailed design of the road works; and

(b) the cable works—

(i) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk or any successor document and any required strengthened earthworks appraisal form certification;

(ii) health and safety information including any asbestos survey required by GG105 or any successor document;

(iii) regime of California Bearing Ratio testing;

(iv) any proposed departures from DMRB standards;

(v) apparatus diversions;

(vi) topographical survey;

(vii) technical approval of highway structures under CG300 of DMRB; and

(viii) other such information that may be required by National Highways to be used to inform the detailed design of the cable works;

"DBFO contract" means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of any part of the strategic road network that may be subject to road works or cable works or any successor or replacement contract that may be current at the relevant time;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"final certificate" means the certificate relating to those aspects of the road works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 72;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

"highway operations and maintenance contractor" means the contractor appointed by National Highways under the DBFO contract;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the cable works or road works as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of the cable works or road works;

"provisional certificate" means the certificate of provisional completion relating to those aspects of the cable works or the road works or both that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 61 or 62 as appropriate when it considers the cable works or road works are substantially complete and, if relevant, may be opened for traffic;

"road safety audit" means an audit carried out in accordance with the road safety audit standard;

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy and "road space bookings" shall be construed accordingly;

"road works" means so much of any work including highway works, street works, surveys and signalisation authorised by this Order and including any maintenance of that work, but excluding the cable works, as is undertaken on the strategic road network or land in which National Highways has an interest;

"specification for highways works" means the specification, or any successor of it, for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

"strategic road network" means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures drainage infrastructure, street furniture, verges and vegetation and all other highways assets together with all land, apparatus and rights located in, on, over or under the highway;

"utilities" means any pipes, wires, cables or equipment belonging to any person or body having power or consent to undertake street works under the 1991 Act; and

"winter maintenance" means maintenance of the road surface to deal with snow and ice.

(3) Notwithstanding the grant of development consent in article 3 (development consent etc. granted by this Order) of the Order, no works in carrying out, maintaining or diverting the authorised development ~~must~~may be carried out in, under or over the strategic road network without the written consent of National Highways pursuant to this Part of this Schedule.

(4) References to any standards, manuals, contracts, Regulations and Directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

63. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Prior approvals

64.—(1) The road works must not commence, save to the extent agreed otherwise by National Highways, until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the road works comprising the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under paragraph (a);

(ii) where such road works are taking place on the strategic road network, details of the proposed road space bookings and the undertaker is entitled to submit its application for road space bookings at the same time as the relevant details are submitted under sub-paragraph (i) to National Highways;

(iii) the identity and qualifications of the contractor and nominated persons; and

(iv) where such road works are taking place on the strategic road network, a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;

(d) where such road works are taking place on the strategic road network, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) where such road works are taking place on the strategic road network, stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under paragraph (c)(iv) above;

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the road works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the road works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the road works, including in the selection of materials, goods, equipment and plant;

(j) a condition survey and regime of monitoring has been agreed in writing by National Highways; and

(k) any further information that National Highways may reasonably request within 14 days of the submission to National Highways of the detailed design of any road works.

(2) The cable works must not commence until—

(a) the programme of works has been approved by National Highways;

(b) the detailed design of the cable works comprising the following details insofar as is considered relevant by National Highways has been submitted to and approved by National Highways—

(i) the detailed design information;

(ii) where such road works are taking place on the strategic road network, details of the proposed road space bookings and the undertaker is entitled to submit its application for road space bookings at the same time as the relevant details are submitted under sub-paragraph (i) to National Highways;

(iii) a method statement including details of the cable works, equipment and location;

(c) a survey to determine the appropriate minimum depth for the cable works has been carried out and the minimum cable depth has been approved by National Highways;

(d) the detailed design of the cable works including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification, has been submitted to and approved by National Highways;

(e) a condition survey and regime of monitoring has been agreed in writing by National Highways;

(f) the CASS01 has been approved by National Highways; ~~and~~

(g) the undertaker has paid to National Highways the estimate of the NH costs notified to it pursuant to paragraph 6 of this Part of this Schedule; and

(h) ~~(g)~~ any further information that National Highways may reasonably request within 14 days of the submission to National Highways of the detailed design of any cable works.

(3) ~~Save in an emergency, the~~The undertaker must not, without the consent of National Highways, exercise the powers in—

(a) article 5 (power to maintain the authorised development);

(b) article 8 (street works);

(c) article 10 (power to alter layout, etc., of streets);

(d) article 12 (temporary and permanent closure, restriction or prohibition of use or stopping up of streets and public rights of way);

(e) article 14 (access to works);

(f) ~~(e)~~ article 16 (traffic regulation measures);

(g) ~~(f)~~ article 17 (discharge of water);

(h) ~~(g)~~ article 19 (protective works to buildings);

(i) ~~(h)~~ article 20 (authority to survey and investigate land);

(j) ~~(i)~~ article 21 (compulsory acquisition of land);

(k) ~~(j)~~ article 24 (compulsory acquisition of rights);

(l) ~~(k)~~ article 25 (private rights);

(m) ~~(l)~~ article 27 (power to override easements and other rights);

(n) ~~(m)~~ article 29 (acquisition of subsoil only);

(o) article 30 (rights under streets);

(p) ~~(n)~~ article 31 (temporary use of land for constructing the authorised development);

(q) ~~(o)~~ article 32 (temporary use of land for maintaining the authorised development);

(r) ~~(p)~~ article 40 (felling or lopping of trees and removal of hedgerows),

over any part of the strategic road network or land in which National Highways has an interest, and where such works are taking place on the strategic road network, National Highways may, in connection with any such exercise, require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management to National Highways for approval.

(4) National Highways must, prior to the commencement of the cable works and road works or the exercise of any power referenced in sub-paragraph (3), inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1) and (2).

(5) Any approval of National Highways required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing;

(c) will be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or where further particulars are requested by National Highways, within 2 months of receipt of the information to which the request for further particulars relates; and

(d) may be subject to any conditions as National Highways considers necessary.

(6) Any change to the identity of the contractor or designer of the road works or the cable works will be notified to National Highways immediately and details of their suitability to deliver the road works or cable works (as applicable) will be provided on request along with collateral warranties for the road works in a form agreed by National Highways.

(7) Any change to the detailed design of the road works or cable works must be approved by National Highways in accordance with sub-paragraph (1) and (2) of this Part.

(8) Article 47 does not apply to any application for consent, agreement or approval required or contemplated by any of the provisions to this Part of this Schedule.

Construction of the cable works and road works

65.—(1) The undertaker must give National Highways ~~2~~3 months' notice in writing of the date on which the cable works and/or road works will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures when booking road space on the strategic road network prior to and during the carrying out the road works or cable works (as applicable) and no road works or cable works for which a road space booking is required may commence without a road space booking having first been secured from National Highways.

(3) The cable works and road works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 64(1) or 64(2) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") or any statutory amendment or variation of the same, and the undertaker will be the client and must ensure that all client duties (as defined in the CDM Regulations) are undertaken to the satisfaction of National Highways. No approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the CDM Regulations.

(4) The undertaker must ensure that, where practicable and without entering the strategic road network, the strategic road network is kept free from mud, soil and litter as a result of carrying out a road work or cable work.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain reasonable access to the cable works and road works for the purposes of inspection and supervision of those works, and to gain reasonable access to land in which National Highways has an interest where access is affected by the cable works or road works or the exercise of the powers in this Order.

(6) If any part of the cable works or road works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(8) If, within 28 days from the day on which a notice under sub-paragraph (6) or (7) is served on the undertaker (or, in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate in the notice), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker by that notice and may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 28 days of written demand.

(9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(10) In constructing the cable works and road works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of the strategic road network over existing utilities must be constructed to the satisfaction of National Highways.

(11) Until such time that National Highways issues the provisional certificate, the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 64(1)(h) and the undertaker must carry out such maintenance at its own cost.

(12) The undertaker must notify National Highways if it fails to complete the road works or cable works in accordance with the agreed programme pursuant to paragraph 64(1)(b) of this Part or

suspends the carrying out of any road work or cable work beyond ~~14 days~~a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

66.—(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to work which becomes abortive) in relation to the cable works and road works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

(a) the checking and approval of the information required under paragraphs 64(1) and 64(2);

(b) the supervision of the cable works and road works;

(c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any road works or cable works, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in paragraphs (a) and (b), in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor;

(d) the checking and approval of the information required to determine approvals under this Order;

(e) all costs relating to the transfer of any land required for the road works or cable works;

(f) all legal and administrative costs and disbursements incurred by National Highways in connection with the exercise by the undertaker of the powers in the Order and sub-paragraphs (a) to (e) of this paragraph; and

(g) any value added tax which is payable by National Highways in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the NH costs".

(2) The undertaker must pay to National Highways upon demand~~, which may be~~ and prior to such costs being incurred, the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the cable works and road works. ~~Where the undertaker accepts that the estimate of NH costs is reasonable, the~~The undertaker must pay to National Highways the estimate of the NH costs prior to commencing the road works or cable works~~. Where the undertaker does not accept that the estimate of costs is reasonable, escalation under sub-paragraph (7) will apply.~~ and in any event prior to National Highways incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate of the NH costs (the excess)~~. Where the undertaker accepts that the estimate of NH costs is reasonable,~~ and the undertaker must pay to National Highways within 28 days of the date of receipt of a properly issued VAT invoice from National Highways addressed to the undertaker for the excess sum, a sum equal to the excess. ~~Where the undertaker does not accept that the estimate of costs is reasonable, escalation under sub-paragraph (7) will apply.~~

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within ~~30~~91 days of the issue of both the road works provisional certificate and the cable works provisional certificate issued pursuant to paragraph 67(4) or ~~68(3) or, in any case where National Highways has confirmed in writing that no provisional certificate is required, within 30 days of completion of the approved works~~68(4).

(6) Within 30 days of the issue of the final account—

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

~~(7) Where the undertaker does not agree that an estimate provided by National Highways under this paragraph is reasonable, the undertaker must notify National Highways of that within 15 days of receiving the estimate. The undertaker and National Highways will escalate the estimate internally and will each nominate a senior officer to attend a discussion on the estimate. Where the parties fail to reach agreement following such discussion, any difference or dispute over reasonableness of any excess sum shall be determined by expert determination in accordance with paragraph 79.~~

(7) ~~(8) Save where otherwise agreed between the undertaker and National Highways or where alternative direction is made by expert determination in accordance with paragraph 79, if~~If any payment due under the provisions of this Part of this Schedule is not made on or before the date on which it falls due, the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate for road works

67.—(1) Following the completion of any road works or prior to the reopening of any part of the strategic road network following any closure or partial closure, whichever is earlier, the undertaker must notify National Highways and National Highways will~~, with all reasonable despatch,~~ carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the road works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the road works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the road works incorporating the approved remedial works under paragraph (a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) On the issue of the provisional certificate for the road works or the cable works, the bond sum will be reduced to 20% of the original amount of the bond sum, provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works.

(6) The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Provisional Certificate for cable works

68.—(1) As soon as the undertaker considers that the provisional certificate for the cable works may be properly issued it must apply to National Highways for the provisional certificate.

(2) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the cable works, the strategic road network, and any land in which National Highways has an interest that is affected by the cable works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(3) Within 28 days of the completion of any cable works, the undertaker must submit to National Highways the as built information.

(4) When the cable works, incorporating any further works notified to the undertaker pursuant to sub-paragraph (2)(b), have been completed to the satisfaction of National Highways and the as built information has been provided to National Highways, National Highways must issue the provisional certificate.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any cable works, following completion of the inspection or survey, that the undertaker may from time to time carry out.

Opening

69. Unless otherwise agreed in writing by National Highways, the undertaker must notify National Highways not less than ~~14~~56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within ~~7~~14 days of that date~~,~~ and the undertaker must not open the strategic road network to the public prior to the expiration of the requisite notice period.

Final condition survey

70.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 67(2) or 68(1), arrange for any highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 for the cable works, road works and any other works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to sub-paragraph (1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted and such programme as National Highways may require.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme or fails to submit a scheme for remedial works to National Highways, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to sub-paragraph (1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover from the undertaker any expenditure it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any cable work or road work following its completion that the undertaker may from time to time carry out.

Defects Period

71.—(1) The undertaker must at its own expense remedy any defects in the strategic road network resulting from the carrying out of the road works as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the issuing of the provisional certificate, National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

72.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate for each of the cable works and road works.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable—

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network as resulting from the cable works or road works or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(4) When National Highways is satisfied that—

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of any relevant stage 4 road safety audit have been made good to the satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full,

National Highways must issue the final certificate.

(5) The bond sum is released in full upon the issue of the final certificate, provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here will also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for or arising from or in connection with the road works or cable works.

(6) The undertaker must pay to National Highways within 28 days of the date of receipt of a properly issued invoice from National Highways addressed to the undertaker, the costs ~~reasonably~~ incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph.

Security

73.—(1) The road works and cable works must not commence until the undertaker procures that the road works and cable works are secured by the bond sum to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and road works and cable works under the provisions of this Part of this Schedule.

(2) If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving

notice to the undertaker to use such parts of the bond sum as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may, at its sole discretion, use the bond sum to forward fund such works.

Commuted sums

74.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with Commuted Lump Sum Policy for Third Party Projects dated 28 November 2023 or any successor guidance, prior to the commencement of the road works.

(2) The undertaker must pay to National Highways the commuted sum prior to the issue of the provisional certificate.

Insurance

75. Prior to the commencement of the cable works and road works the undertaker must effect public liability insurance with an insurer in the minimum sum of £50,000,000.00 (fifty million pounds) in respect of any one claim ~~or series of claims arising from one event~~ against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of the cable works or road works or use of the strategic road network by the undertaker.

Indemnity

76.—(1) The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from, or in connection to the construction, maintenance or use of the road works undertaken (but always excluding any consequential loss or indirect loss suffered by National Highways) before the issue of the final certificate for the relevant road works, or any construction, maintenance or decommissioning of the cable works, or exercise of or failure to exercise any power under this Order within 30 days of an itemised demand subject to sub-paragraphs (2) to (5).

(2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

(a) any damage to the extent that it is attributable to the neglect or default of National Highways, its officers, servants, contractors or agents;

(b) any road works carried out by National Highways 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 36 (benefit of the Order).

(3) National Highways must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(4) National Highways 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.

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

Maintenance of the authorised development

77.—(1) The undertaker must, prior to the commencement of any works of maintenance to the cable works or road works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the cable works or road works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements

and no maintenance of any works for which a road space booking is required may commence without a road space booking having first been secured.

(3) During any maintenance works, the undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days' in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 69 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

78.—(1) Following the issue of the final certificate pursuant to paragraph 72(4) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the road works.

(2) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.

(3) The undertaker must not exercise the powers of this Order over any land forming part of the strategic road network or land owned by National Highways, other than with the consent of National Highways (such consent not to be unreasonably withheld and delayed), so as to—

(a) acquire or use the land;

(b) acquire new or existing rights in the land;

(c) impose or extinguish any restrictive covenant over the land;

(d) extinguish any existing rights held by National Highways; or

(e) interfere with the apparatus of National Highways.

(4) A consent under sub-paragraph (3) must be requested in writing by email to legalservicesinbox@nationalhighways.co.uk.

(5) For the avoidance of doubt, where the undertaker exercises any power under article 33 (statutory undertakers) of the Order in respect of any part of the strategic road network or any land or apparatus in which National Highways has an interest, the provisions of this Part of this Schedule 15 shall apply and take precedence to the extent that they are relevant to the protection of National Highways' apparatus, interests and rights.

Expert Determination

79.—(1) Article 44 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 7 days of receipt of the submissions under paragraph (b); and

(d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 43.

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 7

FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC

Application

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

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

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Gas and the transferee or grantee (as the case may be); and

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

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but without prejudice to paragraph 90(3)(b)).

Interpretation

81. In this Part of this Schedule—

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

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and (ii) "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by National Gas. Such insurance shall be maintained during the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works, and such insurance must be arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance to include (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Gas; and

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

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of National Gas to cover the undertaker's liability to National Gas to a total liability cap of not less than £50,000,000.00 (fifty million pounds) or such lower amount as approved by National Gas (in a form reasonably satisfactory to National Gas and where required by National Gas, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Gas to cover the undertaker's liability to National Gas for an amount of not less than £10,000,000.00

(ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) or such lower amount as approved by National Gas (in a form reasonably satisfactory to National Gas);

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

"apparatus" means any mains, pipes or other apparatus belonging to or maintained by National Gas for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas for the purposes of any or all of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

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

"commence" and "commencement" in this Part of this Schedule includes any below ground surveys, intrusive monitoring, ground work operations or the receipt and erection of construction plant and equipment;

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

"functions" includes powers and duties;

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

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

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

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

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

"National Gas" means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Gas House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Network Code" means the network code prepared by National Gas pursuant to Standard Special Condition A11(3) of its Gas Transporter's Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas' Gas Transporter Licence, as both documents are amended from time to time;

"Network Code Claims" means any claim made against National Gas by any person or loss suffered by National Gas under the Network Code arising out of or in connection with any failure by National Gas to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised works or any costs and/or expenses incurred by National Gas as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which may arise as a result of the authorised works;

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

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

"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 86(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 86(2) or otherwise; or

(c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties" T/SP/SSW/22); and

"undertaker" means the undertaker as defined in article 2 of this Order.

On Street Apparatus

82. Except for paragraphs 83 (apparatus of National Gas in restricted streets), 88 (retained apparatus: protection), 89 (expenses) and 90 (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 Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Gas in restricted streets

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

Protective works to buildings

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

Acquisition of land

85.—(1) Regardless of any provision in this Order or anything shown on the land, crown land and special category land plans or contained in the book of reference to the Order, the undertaker may not otherwise than by agreement (such agreement not to be unreasonably withheld or delayed)—

(a) appropriate or acquire or take temporary possession of any land or apparatus belonging to National Gas; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Gas.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas or affect the provisions of any enactment or agreement regulating the relations between National Gas and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the

undertaker, the undertaker must as National Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas unless otherwise agreed by National Gas, and the undertaker must use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

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

(4) Any agreement or consent granted by National Gas under paragraph 88 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

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

(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 Gas advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Gas to its satisfaction (taking into account paragraph 87(1) below) the necessary facilities and rights—

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

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Gas may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Gas to use its compulsory purchase powers to this end unless it elects to so do.

(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 Gas and the undertaker.

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

(6) The provisions of this paragraph 86 only apply to the extent that the apparatus to be removed by the undertaker forms part of National Gas' undertaking and has not already been abandoned or decommissioned by National Gas and any existing rights in respect of the abandoned or decommissioned apparatus have been surrendered.

Facilities and rights for alternative apparatus

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

(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 Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 94 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

88.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Gas a plan and, if reasonably required by National Gas, a ground monitoring scheme in respect of those works.

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

(a) the exact position of the works;

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

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

(d) the position of all apparatus;

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

(f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until National Gas has given written approval of the plan submitted pursuant to sub-paragraph (1).

(4) Any approval of National Gas 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) must not be unreasonably withheld and must be provided within 42 days of submission of the plan under sub-paragraph (1).

(5) In relation to any work to which sub-paragraph (1) applies, National Gas may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) The specified works must be carried out in accordance with the plan, submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the undertaker and National Gas and in accordance with such reasonable modifications and requirements as may be made in accordance with sub-paragraph (5) or (7) by National Gas and National Gas will be entitled to watch and inspect the execution of those works.

(7) Where National Gas requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Gas' satisfaction prior to the commencement of the specified works for which protective works are required and National Gas must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Gas in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 80 to 82 and 85 to 87 apply as if the removal of the apparatus had been required by the undertaker under paragraph 86(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Gas notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order National Gas must comply with National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that National Gas retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 89.

Expenses

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

(a) any costs reasonably incurred by or compensation properly paid by National Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Gas as a consequence of National Gas—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 86(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas.

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

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

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

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 94 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Gas by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

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

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

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

Indemnity

90.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Gas, or there is any interruption in any service provided, or in the supply of any goods or energy, by National Gas, or National Gas becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from National Gas the cost reasonably and properly incurred by National Gas in making good such damage or restoring the supply; and

(b) indemnify National Gas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas, by reason or in consequence of any such damage or interruption or National Gas becoming liable to any third party and including Network Code Claims other than arising from any default of National Gas.

(2) The fact that any act or thing may have been done by National Gas on behalf of the undertaker or in accordance with a plan approved by National Gas or in accordance with any requirement of National Gas or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless National Gas fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

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

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Gas, its officers, servants, contractors or agents;

(b) any authorised works or any other works authorised by this Part of this Schedule carried out by National Gas as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 37 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this paragraph will be subject to the full terms of this Part of this Schedule including this paragraph 90; or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Gas must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

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

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

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

(a) unless and until National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security and (unless otherwise agreed with National Grid acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised works referred to in sub-paragraph (7) from the proposed date of commencement of construction of those works) and National Gas has confirmed the same to the undertaker in writing; and

(b) unless and until National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Gas that it shall maintain such acceptable insurance for the construction period of the authorised works referred to in sub-paragraph (7) from the proposed date of commencement of construction of those works) and National Gas has confirmed the same in writing to the undertaker.

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

Enactments and agreements

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

Co-operation

92.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Gas requires the removal of apparatus under paragraph 86(2) or National Gas makes requirements for the protection or alteration of apparatus under paragraph 88, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the

need to ensure the safe and efficient operation of National Gas's undertaking and National Gas shall use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

93. If in consequence of the agreement reached in accordance with paragraph 85(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

94. Save for differences or disputes arising under paragraphs 86(2), 86(4), 87(1) and 88 any difference or dispute arising between the undertaker and National Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas, be determined by arbitration in accordance with article 44 (arbitration).

Notices

95. Notwithstanding article 45 (service of notices), any plans submitted to National Gas by the undertaker pursuant to paragraph 88 must be submitted to https://lsbud.co.uk/ or such other address as National Gas may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 8

FOR THE PROTECTION OF NORTHERN GAS NETWORKS APPARATUS

Application

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

Interpretation

97. In this Schedule—

"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;

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

"statutory undertaker" means Northern Gas Networks Limited (Company Number 05167070) whose registered office is at 1100 Century Way, Thorpe Park Business Park Colton, Leeds, LS15 8TU;

98. Except for paragraphs 99 (apparatus of Statutory undertaker in stopped up and temporarily closed streets), 103 (retained apparatus: protection), 104 (expenses) and 105 (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 and temporarily closed streets

99.—(1) Where any street is stopped up under article 12 (temporary and permanent closure, restriction or prohibition of use or stopping up of streets and public rights of way), 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 closure or diversion of any highway under the powers of article, the statutory undertaker shall be at liberty at all times to take all necessary access across any such temporarily closed 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 temporary closure or diversion was in that highway, subject always to the undertaker's unimpeded ability to carry out the authorised works.

Acquisition of land

100. Regardless of any provision in the Order or anything shown on the land, crown land and special category land plans or contained in the book of reference, the undertaker must not acquire any apparatus or override any easement or other interest of the Statutory undertaker otherwise than by agreement (such agreement not to be unreasonably withheld or delayed by the statutory undertaker).

Removal or diversion of apparatus

101.—(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, provided that the statutory undertaker shall use all reasonable endeavours to construct and install such alternative apparatus as soon as reasonably practicable.

(2) If, for the purpose of executing any authorised works, the undertaker requires the removal or diversion of any apparatus, it must give to the statutory undertaker written notice of that requirement, together with a plan of the authorised 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 within 28 days of receipt of such plan. The undertaker must 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 must 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 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 must, 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.

(4) Paragraphs 104 (expenses) and 105 (indemnity) of this Schedule apply to removal or diversions works under this paragraph 101, but the statutory undertaker must provide to the undertaker a reasonable cost estimate for works that it proposes to carry out for the undertaker's approval.

Facilities and rights for alternative apparatus

102.—(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 must 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 must 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 in accordance with paragraph 109, 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

103.—(1) Not less than 56 days before commencing the execution of any authorised works that will or may affect any apparatus, the removal or diversion of which has not been required by the undertaker under paragraph 101(2) or otherwise or by the statutory undertaker under paragraph 101(3), the undertaker must submit to the statutory undertaker in question a plan showing the authorised 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 authorised 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 must not commence the construction or renewal of any authorised works to which sub-paragraph (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 (5) 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 103 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 must give the undertaker reasonable notice of such requirement in its approval under sub-paragraph (3), and—

(a) such protective works must be carried out to the statutory undertakers' reasonable satisfaction prior to the carrying out of the relevant part of the authorised 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 must 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) he timescales of any monitoring activities; and

(v) the extent of ground subsidence which, if exceeded, requires 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 must be carried out as approved by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the relevant 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.

(9) The undertaker must not be required to comply with sub-paragraph (1) or (2)where it needs to carry out emergency works as defined in the 1991 Act, but in that case it must 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 must 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

104.—(1) Subject to the following provisions of this paragraph, the Undertaker shall repay to the Statutory undertaker as soon as reasonably practicable on receipt of an itemised invoice or claim from the Statutory undertaker 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 authorised 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 paragraph 101(4);

(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 must 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 is to 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 is not 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.

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

105.—(1) Subject to sub-paragraphs (2), (3) and (4) and without detracting from paragraph 104 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 authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including 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 must—

(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 sub-paragraph (1).

(3) The statutory undertaker must 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—

(a) 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; or

(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.

(5) The statutory undertaker shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Enactments and agreements

106. Nothing in this Part affects 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

107.—(1) Where in consequence of the proposed construction of any of the authorised works the undertaker or the statutory undertaker requires the removal of apparatus in accordance with the provisions of this Part of this Schedule or the Statutory undertaker requires reasonable conditions in respect of the undertaker's proposed works under paragraph 103, 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 the authorised development, taking into account the absolute need to ensure the safe and efficient operation of the statutory undertaker's undertaking and its apparatus.

(2) Whenever the statutory undertaker's consent or approval is required under the provisions of this Part, such approval must not be unreasonably withheld or delayed, and any action, decision, cost or expense which may be claimed by the statutory undertaker under paragraphs 104 and 105 is subject to this requirement to act reasonably.

Access

108. If in consequence of the powers granted under the Order, the access to any apparatus is materially obstructed, the undertaker must 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

109. 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 the statutory undertaker, be determined by arbitration in accordance with article 44 (arbitration) of the Order.

Works falling outside of development authorised by the Order

110. Nothing in this Part requires the undertaker to carry out works, or requires the undertaker to enable the statutory undertaker to carry out works, that are not authorised by the Order. The statutory undertaker must 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

111. 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.

PART 9

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Application

112.—(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 122(3)(b)).

Interpretation

113. In this Part of this Schedule—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by National Grid. Such insurance must be maintained during the construction period of the authorised works and in respect of any maintenance works to the authorised development by or on behalf of the undertaker which constitute specified works and such insurance must be arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance to include (without limitation)—

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

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

"acceptable security" means either—

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

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

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

"apparatus" means any electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of any or all of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

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

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

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

"functions" includes powers and duties;

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

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

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

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

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

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

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

"NGESO" is as defined in the STC;

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

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

"specified works" means any of the authorised works or activities undertaken in association with the authorised development which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 118 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 118 or otherwise; or

(c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines";

"STC" means the System Operator Transmission Owner Code prepared by the electricity transmission owners and NGESO as modified from time to time;

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

"transmission owner" is as defined in the STC.

On street apparatus

114. Except for paragraph 115 (apparatus of National Grid in streets subject to temporary prohibition or restriction of use and public rights of way), paragraph 118 (retained apparatus: protection of National Grid as electricity undertaker), paragraph 121 (expenses), and paragraph 122 (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

115. 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 and permanent 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

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

Acquisition of land

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

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and the undertaker must use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) 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.

(4) Any agreement or consent granted by National Grid under paragraph 120 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

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

(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 119(1) below) the necessary facilities and rights—

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

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

(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

119.—(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 (in National Grid's opinion, acting reasonably), the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 126 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

120.—(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) 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 specified works until National Grid has given written approval of the plan submitted pursuant to sub-paragraph (1).

(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-paragraph (6) or (8); and

(b) must not be unreasonably withheld and must be provided within 42 days of submission of the plan under sub-paragraph (1).

(6) In relation to any work to which sub-paragraph (1) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) The specified works must be carried out in accordance with the plan, submitted under sub-paragraph (1) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable modifications and requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid 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, must be carried out to National Grid's satisfaction prior to the commencement of the specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(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 (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 118(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 any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid 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).

(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

121.—(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 118(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 126 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

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

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

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

Indemnity

122.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised

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

(a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and

(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including STC claims or an incentive deduction other than arising from any negligence or default of National Grid.

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

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

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;

(b) any authorised works or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 37 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this paragraph (b) will be subject to the full terms of this Part of this Schedule including this paragraph 122; or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Grid must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.

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

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

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

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

(b) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance and (unless otherwise agreed with National Grid acting reasonably) provided evidence to National Grid

that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid has confirmed the same in writing to the undertaker.

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

Enactments and agreements

123. 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

124.—(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 118(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 120, the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid will use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

125. If in consequence of the agreement reached in accordance with paragraph 117 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

126. Save for differences or disputes arising under paragraphs 118(2), 118(4) and 119(1) any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 44 (arbitration).

Notices

127. Notwithstanding article 46 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 120 must be submitted using the LSBUD system (https://lsbud.co.uk) or to such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 10

FOR THE PROTECTION OF THE CANAL & RIVER TRUST

Interpretation

128.—(1) For the protection of the Canal & River Trust the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the Canal & River Trust.

(2) In this Part of this Schedule—

"Code of Practice" means the Code of Practice for Works Affecting the Canal & River Trust (April 2025) or any updates or amendments thereto;

"construction", in relation to any specified work or protective work, includes—

(a) The execution and placing of that work; and

(b) Any relaying, renewal, or maintenance of that work; and "construct" and "constructed" have corresponding meanings;

"Canal & River Trust's network" means the Canal & River Trust's network of waterways;

"decommissioning environmental management plan" means any decommissioning environmental management plan approved under requirement 19 of the Order;

"detriment" means any damage to the waterway or any other property of the Canal & River Trust caused by the presence of the authorised development and, without prejudice to the generality of that meaning, includes—

(a) any obstruction of, or interference with, or hindrance or danger to, navigation or to any use of the waterway (including towing paths);

(b) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;

(c) the deposit of materials or the siltation of the waterway so as to damage the waterway;

(d) the pollution of the waterway;

(e) any significant alteration in the water level of the waterway, or significant interference with the supply of water thereto, or drainage of water therefrom;

(f) any harm to the ecology of the waterway; and

(g) any interference with the exercise by any person of any lawful rights over Canal & River Trust's network;

"the engineer" means an engineer appointed by the Canal & River Trust for the purpose in question;

"plans" includes navigational risk assessments, sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

"practical completion" means practical completion of all of the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expression "practically complete" and "practically completed" is to be construed accordingly;

"protective work" means a work constructed under paragraph 130 below (approval of plans, protective works etc.), sub-paragraph 130(4)(a);

"specified work" means so much of the authorised development as is, may be, or takes place in, on, under or over the surface of land below the water level forming part of the waterway; or may affect the waterway or any function of the Canal & River Trust, including any projection over the waterway by any authorised work or any plant or machinery; and

"the waterway" means each and every part of the River Ouse 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.

(3) Where the Code of Practice applies to any works or matter that are part of the authorised development or that form part of the protective works and there is an inconsistency between these protective provisions and the Code of Practice, the part of the Code of Practice that is inconsistent with these protective provisions will not apply and these protective provisions will apply. The undertaker will identify and agree with the Canal & River Trust those parts of the Code of Practice which are not applicable to the construction of the specified works and for the avoidance of doubt the undertaker will not be required to comply with those agreed parts of the Code of Practice.

Powers requiring the Canal & River Trust's consent

129.—(1) The undertaker must not in the exercise of the powers conferred by this Order obstruct or interfere with pedestrian or vehicular access to the waterway unless such obstruction or interference with such access is with the consent of the Canal & River Trust.

(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.

(3) The undertaker must not exercise the powers conferred by article 20 (authority to survey and investigate the land) 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.

(4) The undertaker must not exercise any power conferred by article 31 (temporary use of land for constructing 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.

(5) The undertaker must not exercise any power conferred by article 21 (compulsory acquisition of land), article 24 (compulsory acquisition of rights), 29 (acquisition of subsoil 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.

(6) The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (5) 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.

(7) The undertaker must not under the powers of this order do anything which would directly result in the waterway being incapable of being used or maintained or which would affect the safe operation of the Canal & River Trust's Network, in the Canal & River Trust's reasonable opinion.

Approval of plans, protective works etc.

130.—(1) The undertaker must before commencing construction of any specified work including any temporary works supply to the Canal & River Trust proper and sufficient plans of that work, on the Canal & River Trust forms, having regard to the Canal & River Trust's Code of Practice and such further particulars available to it as the Canal & River Trust may within 15 working days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of a specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 25 working days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by the Canal & River Trust the engineer has not intimated disapproval of those plans and the grounds of disapproval, is the engineer is deemed to have approved the plans as submitted.

(3) An approval of the engineer under this paragraph 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 Canal & River Trust to the undertaker.

(4) When signifying approval of the plans the engineer may specify on land held or controlled by the Canal & River Trust or the undertaker and subject to such works being authorised by this Order or being development permitted by an Act of Parliament or general development order made under the 1990 Act—

(a) any protective work (whether temporary or permanent) which in the reasonable opinion of the engineer should be carried out before the commencement of a specified work to prevent detriment; and

(b) such other requirements as may be reasonably necessary to prevent detriment,

and such protective works must be constructed by the undertaker or by the Canal & River Trust at the undertaker's request with all reasonable dispatch and the undertaker must not commence the construction of a specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction such consent not to be unreasonably withheld or delayed.

(5) The withholding of an approval of the engineer under this paragraph will be deemed to be unreasonable if it would prevent the undertaker from complying with any condition contained in Schedule 2 (Requirements) to this Order.

(6) The undertaker must pay to the Canal & River Trust a capitalised sum representing any reasonably increased and additional cost of maintaining and, when necessary, renewing any works, including any permanent protective works provided under sub-paragraph (4) above, and of carrying out any additional dredging of the waterway reasonably necessitated by the exercise of any of the powers under this Order but if the cost of maintaining the waterway, or of works of renewal of the waterway, is reduced in consequence of any such works, a capitalised sum representing such reasonable saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

(7) In the event that the undertaker fails to complete the construction of, or part of, the specified works the Canal & River Trust may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that construction be completed. Any notice served under this sub-paragraph must state the works that are to be completed by the undertaker and lay out a reasonable timetable for the completion of the works. If the undertaker fails to comply with this notice within 35 working days, the Canal & River Trust may construct any of the specified works, or part of such works, (together with any adjoining works) in order to complete the construction of, or part of, the specified works or make such works and the undertaker must reimburse the Canal & River Trust all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Design of works

131.—(1) Without prejudice to its obligations under the foregoing provisions of this Part of this Schedule the undertaker must consult, collaborate and respond constructively to any reasonable approach, suggestion, proposal or initiative made by the Canal & River Trust on—

(a) The design of the specified works;

(b) the environmental effects of those works, and must have regard to such views as may be expressed by the Canal & River Trust in response to such consultation pursuant in particular to the requirements imposed on the Canal & River Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995 and to the interest of the Canal & River Trust in preserving and enhancing the environment of its waterways; and

(c) amendments or alterations to the construction environmental management plan, landscape and ecological management plan, operational environmental management plan, decommissioning environmental management plan (as may be approved pursuant to Schedule 2) in respect of a specified work or a protective work or otherwise in connection with the waterway.

Fencing

132. Where so required by the engineer acting reasonably the undertaker must, to the reasonable satisfaction of the engineer, fence off a specified work or a protective work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work or a protective work from the waterway, whether on a temporary or permanent basis or both.

Notice of works

133. 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, 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.

Lighting

134. The undertaker must provide and maintain at its own expense in the vicinity of the specified or protective works such temporary lighting and such signal lights for the control of navigation as the engineer may reasonably require during the construction or failure of the specified or protective works.

Survey of waterway

135.—(1) Before the commencement of the initial construction of any part of the specified 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 ("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, are to be approved by the Canal & River Trust and the undertaker.

(3) For the purposes of the survey the undertaker must—

(a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land of the undertaker which may provide support for the waterway as will or may be affected by the specified works; and

(b) supply the surveyor as soon as reasonably practicable with all such information as they may reasonably require and which the undertaker holds with regard to the specified works or the method of their construction.

(4) Copies of the survey results must be provided to both the Canal & River Trust and the undertaker at no cost to the Canal & River Trust.

Construction of specified works

136.—(1) Any specified works of protective works must, when commenced, be constructed—

(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 130 (approval of plans etc) and paragraph 131 (design of works) of this Part;

(b) under the supervision (if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little detriment as is reasonably practicable;

(d) in such manner as to cause as little inconvenience as is reasonably practicable to the Canal & River Trust, its officers and agents and all other persons lawfully using the waterways, except to the extent that temporary obstruction has otherwise been agreed by the Canal & River Trust;

(e) in such a manner as to ensure that no materials are discharged or deposited into the waterway otherwise than in accordance with article 17 (discharge of water) and any necessary consent of the Canal & River Trust given under paragraph 129 of this Part; and

(f) in compliance with the Code of Practice (where appropriate and where consistent with the exercise of powers pursuant to this Order and for the timely, safe, economic and efficient delivery of the authorised works);

(2) Nothing in this Order authorises the undertaker to make or maintain any permanent works in or over the waterway so as to impede or prevent (whether by reducing the width of the waterway or otherwise) the passage of any vessel which is of a kind (as to its dimensions) for which the Canal & River Trust is required by section 105(1)(b) and (2) of the Transport Act 1968 to maintain the waterway.

(3) Following the completion of the construction of the specified works the undertaker must restore the waterway to a condition no less satisfactory than its condition immediately prior to the commencement of those works unless otherwise agreed between the undertaker and the Canal & River Trust and save to the extent that any deterioration to the condition of the waterway is not caused by the construction of the specified works.

(4) In assessing whether the condition of the waterway is no less satisfactory than immediately prior to the works pursuant to sub-paragraph (3), the Canal & River Trust and the undertaker must take account of any survey issued pursuant to paragraph 135 (survey of waterway) and any other information agreed between them pursuant to this Part.

Prevention of pollution

137. The undertaker must not in the course of constructing a specified work or a protective work or otherwise in connection therewith do or permit anything which may result in the pollution of the waterway or the deposit of materials therein (unless otherwise permitted by the Order or the protective provisions in this Part of this Schedule) and must take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph.

Access to work – provision of information

138.—(1) the undertaker on being given reasonable notice must—

(a) at all reasonable times allow reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

(2) The Canal & River Trust on being given reasonable notice must—

(a) at all reasonable times afford reasonable facilities to the undertaker and its agents for access to any works carried out by the Canal & River Trust under this Part during their construction; and

(b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them and the undertaker must reimburse the Canal & River Trust's reasonable costs in relation to the supply of such information.

Alterations to the waterway

139.—(1) If during the construction of a specified work or a protective work or during a period of twenty four (24) months after the completion of those works any alterations or additions, either permanent or temporary, to the waterway are reasonably necessary in consequence of the construction of the specified work or the protective work in order to avoid detriment, and the Canal & River Trust gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to the Canal & River Trust the reasonable costs of those alterations or additions including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by the Canal & River Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing the waterway is reduced in consequence of any such alterations or additions a capitalised sum representing such saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

Maintenance of works

140. If at any time after the completion of a specified work or a protective work, not being a work vested in the Canal & River Trust, the Canal & River Trust gives notice to the undertaker informing it that it reasonably considers that the state of maintenance of the specified work or protective work appears to be such that the work is causing or likely to cause detriment, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment.

Repayment of the Canal & River Trust's fees, etc.

141.—(1) The undertaker must repay to the Canal & River Trust in accordance with the Code of Practice all fees, costs, charges and expenses reasonably incurred by the Canal & River Trust—

(a) in constructing any protective works under the provisions of paragraph 130 (approval of plans etc) sub-paragraph 130(4)(a);

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction or repair of a specified work and any protective works;

(c) in respect of the employment during the construction of the specified works or any protective works of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works or any protective works;

(d) in bringing the specified works or any protective works to the notice of users of the Canal & River Trust's network; and

(e) in constructing and/or carrying out any measures related to any specified works or protective works which are reasonably required by the Canal & River Trust to ensure the safe navigation of the waterway save that nothing is to require the Canal & River Trust to construct and/or carry out any measures.

(2) If the Canal & River Trust considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), the Canal & River Trust will first provide an estimate of that fee, charge, cost or expense and supporting information in relation to the estimate to the undertaker along with a proposed timescale for payment for consideration and the undertaker may, within a period of 14 working days—

(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

(b) provide confirmation to the Canal & River Trust that the estimate is not accepted along with a revised estimate and a proposal as to how or why the undertaker considers that the estimate can be reduced and or paid at a later date.

(3) The Canal & River Trust must take in to account any representations made by the undertaker in accordance with this paragraph 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.

(4) The Canal & River Trust must, when estimating and incurring any charge, cost or expense pursuant to this paragraph, do so with a view to being reasonably economic and acting as if the Canal & River Trust were itself to fund the relevant fee, charge, cost or expense.

Making good of detriment, compensation and indemnity, etc.

142.—(1) If any detriment is caused by the construction or failure of the specified works or the protective works if carried out by the undertaker, the undertaker (if so required by the Canal & River Trust) must make good such detriment and must pay to the Canal & River Trust all reasonable expenses incurred by the Canal & River Trust, and compensation for any loss sustained by the Canal & River Trust in making good or otherwise by reason of the detriment.

(2) The undertaker must be responsible for and make good to the Canal & River Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Part which may be occasioned to and reasonably incurred by the Canal & River Trust—

(a) by reason of the construction of a specified work or a protective work or the failure of such a work; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work, and subject to sub-paragraph (4), the undertaker must effectively indemnify and hold harmless the Canal & River Trust from and against all claims and demands arising out of or in

connection with any of the matters referred to in sub-paragraphs (a) and (b) (provided that the Canal & River Trust is not entitled to recover from the undertaker any consequential losses which are not reasonably foreseeable).

(3) The fact that any act or thing may have been done by the Canal & River Trust on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision or in accordance with any directions or awards of an arbitrator is not to (if it was done without negligence on the part of the Canal & River Trust or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

(4) Nothing in sub-paragraph (2) imposes any liability on the undertaker with respect to any detriment, loss or interruption to the extent that it is attributable to the act, neglect or default of the Canal & River Trust, its officers, servants, contractors or agents.

(5) The Canal & River Trust must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(6) The Canal & River Trust must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, the Canal & River Trust must provide an explanation of how the claim has been minimised.

Arbitration

143. Any difference arising between the undertaker and the Canal & River Trust under this Part (other than a difference as to the meaning or construction of this Part) must be referred to and settled by arbitration in accordance with article 44 (arbitration) of this Order.

Capitalised sums

144.—(1) Any capitalised sum which is required to be paid under this Part must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.

(2) The aggregate cap of the undertaker's gross liability to pay capitalised sums and any other payments or liabilities under the terms of this Part of this Schedule shall be limited to £5,000,000 (five million pounds) for any one occurrence or all occurrences of a series arising out of the one original cause.

As built drawings

145. As soon as reasonably practicable following the completion of the construction of the authorised development, the undertaker must provide to the Canal & River Trust as built drawings of any specified works in a form and scale to be agreed between the undertaker and the Canal & River Trust to show the position of those works in relation to the waterway.

Decommissioning

146. Where the decommissioning environmental management plan identifies activities which may impact the waterway, the protective provisions in this Part of this Schedule will, so far as appropriate, apply to those activities as if they were a specified work.

PART 11

FOR THE PROTECTION OF NORTHERN POWERGRID (YORKSHIRE) PLC AND NORTHERN POWERGRID (NORTH EAST) PLC

147. The following provisions apply for the protection of Northern Powergrid (Yorkshire) PLC and Northern Powergrid (North East) PLC (together referred to as 'Northern Powergrid') unless otherwise agreed in writing between the undertaker and Northern Powergrid.

148. In this Part of this Schedule—

"alternative apparatus" means alternative and / or replacement apparatus adequate to enable Northern Powergrid

to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means electric lines or electrical plant (as defined in the Electricity Act 1989), belonging

to or maintained by Northern Powergrid and includes any structure in which apparatus is

or is to be lodged or which gives or will give access to apparatus;

"authorised works" means so much of the works authorised by this Order which affect

existing Northern Powergrid's apparatus within the Order limits;

"functions" includes powers and duties;

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

"Northern Powergrid" means Northern Powergrid (Yorkshire) PLC (Company Number

04112320) whose registered address is Lloyds Court, 78 Grey Street, Newcastle upon Tyne NE1 6AF and Northern Powergrid (North East) PLC (Company Number 02906593) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle Upon Tyne, NE1 6AF;

"Order" means the Light Valley Solar Development Consent Order 202[x]; and

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed and shall include measures proposed by the undertaker to ensure the grant of sufficient land or rights in land necessary to mitigate the impacts of the works on Northern Powergrid's undertaking.

149. This Part of this Schedule does not apply to apparatus and / or alternative apparatus in respect of which the relations between the undertaker and Northern Powergrid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

150. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary and permanent closure, restriction or prohibition of use or stopping up of streets and public rights of way), Northern Powergrid is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

151. Regardless of any provision in this Order or anything shown on the land plans, or contained in the book of reference, the undertaker shall not acquire any apparatus, or override any easement or other interest of Northern Powergrid otherwise than by agreement with Northern Powergrid, such agreement not to be unreasonably withheld or delayed.

152. Regardless of any provision in the Order or anything shown on the land plans or contained in the book of reference, the undertaker shall not interfere with any communications cables or equipment used by Northern Powergrid in relation to its apparatus or acquire or interfere with rights or interest supporting the use, maintenance or renewal of such equipment including any easements other than by agreement of Northern Powergrid, such agreement not to be unreasonably withheld or delayed and

having regard to Northern Powergrid's existing and known future requirements which Northern Powergrid will make the undertaker aware of as necessary for such land or interests.

153.—(1) If in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed in or over which access to any apparatus is enjoyed or requires that Northern Powergrid's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Northern Powergrid to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided pursuant to a completed easement which shall include rights to retain and subsequently maintain the apparatus being replaced or diverted and any access rights to it for the lifetime of that alternative apparatus, all to the reasonable satisfaction of Northern Powergrid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Northern Powergrid 56 days' advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Northern Powergrid the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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

(a) the undertaker must in the first instance use reasonable endeavours to acquire all necessary land interests or rights as Northern Powergrid may reasonably require for the relocation and construction of alternative apparatus and must use reasonable endeavours to procure all necessary rights to access and maintain Northern Powergrid's apparatus and alternative apparatus thereafter the terms of such access and maintenance to be agreed by Northern Powergrid (acting reasonably); and

(b) in the event that the undertaker is not able to procure the necessary land interest or rights referred to in sub-paragraph (a) Northern Powergrid must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably practicable and at the cost of the undertaker (subject to prior approval by the undertaker of its estimate of costs of doing so) use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for Northern Powergrid to use its compulsory purchase powers to this end.

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

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 44 (arbitration), and after the grant to Northern Powergrid 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.

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

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Northern Powergrid than the facilities and

rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

155.—(1) Not less than 56 days before starting the execution of any authorised works in, on or under any land purchased, held, appropriated or used under this Order that are near to (including conducting any activities whether intentionally or unintentionally, through for example ground or machinery collapse, which may affect Northern Powergrid's apparatus or encroach on safety distances to live equipment) or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 153(5), the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed and any such information as Northern Powergrid reasonably required relating to those works.

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

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of 42 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 147 to154 apply as if the removal of the apparatus had been required by the undertaker under paragraph (2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 35 days before commencing the execution of any authorised works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

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

156.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid within 50 working days of receipt of an itemised invoice or claim all reasonable and proper expenses costs or charges incurred by Northern Powergrid—

(a) in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 153(2) including without limitation—

(i) 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 Northern Powergrid acquires any necessary land and / or rights for alternative apparatus by voluntary negotiation or, elects to use compulsory purchase powers to acquire any necessary rights under paragraph 153(3) all costs reasonably incurred as a result of such action;

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

(iii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(iv) the approval of plans;

(v) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(vi) 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); and

(b) in assessing and preparing a design for its apparatus including alternative apparatus to address and accommodate the proposals of the undertaker whether or not the undertaker proceeds to implement those proposals or alternative or none at all,

provided that if it so prefers Northern Powergrid may abandon apparatus that the undertaker does not seek to remove in accordance with paragraph 153(1) having first decommissioned such apparatus.

(2) Where any payment falls due pursuant to this paragraph, Northern Powergrid must—

(a) provide an itemised invoice or reasonable expenses claim to the undertaker;

(b) provide "reminder letters" to the undertaker for payment to be made within the 50 day term on the following days after the invoice or reasonable expenses claim was provided to the undertaker;

(i) 15 days, being "reminder letter 1";

(ii) 29 days, being "reminder letter 2";

(iii) 43 days, being "reminder letter 3"; and

(c) provided that sub-paragraphs (a) and (b) have been complied with and the invoice or expenses have not been referred to arbitration pursuant to paragraph 159, be entitled to commence debt proceedings to recover any unpaid itemised invoice or reasonable expenses claim 51 days after receipt of the same by the undertaker where payment has not been made.

(3) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal and for the avoidance of doubt, if the apparatus removed under the provisions of this Part of this Schedule has nil value, no sum will be deducted from the amount payable under sub-paragraph (1) 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 placed,

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 maybe, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 44 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Northern Powergrid by virtue of sub-paragraph (1) is to be reduced by the amount of that excess save where it is not possible on account of project time limits and/or supply issues to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall 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 is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 153(2); and

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

157.—(1) Subject to sub-paragraphs (2) and (3) if by reason or in consequence of the construction of any of the works referred to in in paragraph 153(2), or in consequence of the, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such authorised works, including without limitation authorised works carried out by the undertaker under this Schedule or any subsidence resulting from any of these works any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Northern Powergrid, or there is any interruption in any service provided by Northern Powergrid, or Northern Powergrid becomes liable to pay any amount to a

third party as a consequence of any default, negligence or omission by the undertaker in carrying out the authorised works, the undertaker must—

(a) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and

(b) indemnify Northern Powergrid for any other expenses, loss, damages, penalty, proceedings, claims or costs incurred by or recovered from Northern Powergrid,

by reason or in consequence of any such damage or interruption or Northern Powergrid becoming liable to any third party.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect, negligence or default of Northern Powergrid, its officers, employees, servants, contractors or agents.

(3) Northern Powergrid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Northern Powergrid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Northern Powergrid must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph for claims reasonably incurred by Northern Powergrid.

(5) Subject to sub-paragraphs (3) and (4), the fact that any act or thing may have been done by Northern Powergrid on behalf of the undertaker or in accordance with a plan approved by Northern Powergrid or in accordance with any requirement of Northern Powergrid as a consequence of the authorised development or under its supervision will not, unless sub-paragraph (2) applies, excuse the undertaker from liability under the provisions of this paragraph where the undertaker 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 materially accord with the approved plan or as otherwise agreed between the undertaker and Northern Powergrid.

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

159. Any difference under the provisions of this Part of this Schedule, unless otherwise agreed, is to be referred to and settled by arbitration in accordance with article 44 (arbitration).

160. Where in consequence of the proposed construction of any of the authorised works, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 153 or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 155, the undertaker shall use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid's undertaking taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use reasonable endeavours to co-operate with each other for those purposes.

161. If in consequence of an agreement reached in accordance with paragraph 151 or the powers granted under this Order the access to any apparatus or alternative apparatus is materially obstructed, the undertaker shall provide such alternative means of access to such apparatus or alternative apparatus as will enable Northern Powergrid to maintain or use the said apparatus no less effectively than was possible before such obstruction.

162. The plans submitted to Northern Powergrid by the undertaker pursuant to this Part of the Schedule must be sent to Northern Powergrid at property@northernpowergrid.com or such other address as Northern Powergrid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

163. Prior to Northern Powergrid carrying out any works to, or maintenance of, its apparatus within the Order limits Northern Powergrid must give written notice of the proposed works to the undertaker,

such notice to include full details of the location of the proposed works, their anticipated duration, access arrangements, depths of the works, and any other information that may impact upon the works consented by the Order.

164.—(1) Where practicable, the undertaker and Northern Powergrid will make reasonable efforts to liaise and cooperate in respect of information that is relevant to the safe and efficient construction, operation and maintenance of the authorised development.

(2) Liaison under sub-paragraph (1) shall be carried out where any authorised works are—

(a) within 15 metres of any above ground apparatus; or

(b) within 15 metres of any apparatus and to a depth of up to 4 metres below ground level under any apparatus.

SCHEDULE 16

Article 47

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

1. —(1) In this Schedule—

"discharge" means any consent, agreement or approval required by—

(a) a requirement;

(b) a document referred to by a requirement; or

(c) a document that has been approved pursuant to a requirement;

"requirement consultee" means—

(a) any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement; and

(b) in relation to an application made under requirement 2 to amend an approved document (as defined in requirement 2), any body or authority that was required to be consulted in relation to the approval of that approved document; and

"start date" means the date of the notification given by the Secretary of State under paragraph 4(2)(b).

(2) In the event an application is made to discharge more than one consent, agreement or approval, this must be treated as though separate applications were made for the discharge of each consent, agreement or approval.

Applications made under requirement

2. —(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the undertaker will also submit a copy of that application to any requirement consultee.

(2) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the relevant planning authority must give notice in writing to the undertaker of its decision on the application within a period of six weeks beginning with the later of—

(a) the day immediately following that on which the application is received by the authority;

(b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or

(c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.

(3) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) Any application made to the relevant planning authority pursuant to sub-paragraph (1) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.

(5) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (1) and is accompanied by a report pursuant to sub-paragraph (4) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.

Further information and consultation

3. —(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant planning authority must, within ~~10~~15 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must issue the consultation to the requirement consultee within ~~5~~10 working days of receipt of the application, and must notify the undertaker in writing specifying any further information the relevant planning authority considers necessary or that is requested by the requirement consultee within ~~5~~10 working days of receipt of such a request and in any event within ~~15~~20 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).

(4) In the event that the relevant planning authority does not give notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2 and paragraph 3.

Appeals

4. —(1) The undertaker may appeal in the event that—

(a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;

(b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(5);

(c) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant planning authority is not necessary for consideration of the application; or

(d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The steps to be followed in the appeal process are as follows—

(a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any requirement consultee;

(b) the Secretary of State must appoint a person to determine the appeal as soon as reasonably practicable and must, as soon as reasonably practicable, notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person's attention should be sent;

(c) the relevant planning authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within 10 working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(d) the undertaker may make any counter-submissions to the appointed person within 10 working days of receipt of written representations pursuant to sub-paragraph (c);

(e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d); and

(f) the appointment of the person pursuant to sub-paragraph (b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(3) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal they must, within five working days of the appointed person's appointment, notify the appeal parties in writing specifying the further information required.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the relevant party to the appointed person and the other appeal parties on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 working days of the specified date, but otherwise the process and time limits set out in sub-paragraphs (c) to (e) of sub-paragraph (2) apply.

(5) The appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to them in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to them that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is to be final and binding on the parties, unless proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to advice on planning appeals and award costs published in Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

Fees

5. —(1) Where an application is made to the relevant planning authority for a discharge, a fee is to apply and must be paid to the relevant planning authority for each application.

(2) The fee payable for each application under sub-paragraph (1) is as follows—

(a) a fee of £2,535 for the first application for the discharge of each of the requirements 5, 6, 7, 8, 9, 11, 13, 14, 15, and 18;

(b) a fee of £578 for each subsequent application for the discharge of each of the requirements listed in paragraph (a) and any application under requirement 5 in respect of the requirements listed in paragraph (a); and

(c) a fee of £145 for any application for the discharge of—

(i) any other requirements not listed in paragraph (a);

(ii) any application under requirement 3 in respect of requirements not listed in paragraph (a); and

(iii) any approval required by a document referred to by any requirement or a document approved pursuant to any requirement.

(d) for the application for the discharge of requirement 19, the fee applicable at the time of that application for 'the carrying out of any operations not coming within any of the above categories' listed as item 11(2) of the table in Part 2 (Scale of Fees) of Schedule 1 to the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012.

(3) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

(a) the application being rejected as invalidly made; or

(b) the relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) unless—

(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or

(ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(2)(c) of this Schedule, as applicable.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Light Valley Solar Limited (referred to in this Order as the undertaker) to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 100 megawatts and associated development. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in the Order and certified in accordance with article 42 (certification of plans and documents, etc.) of this Order may be inspected free of charge during working hours at [TBC].

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 10/11/2026 15:00:24	
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Intelligent Table Comparison: Active	
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Changes:	
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Move To	0
Table Insert	32
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Table moves to	0
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Embedded Excel	0
Format changes	0
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