

Dated

2 June 2026

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

PLANNING INSPECTORATE REFERENCE NUMBER: EN0110013

REGISTRATION IDENTIFICATION NUMBER: [REDACTED]

**SUMMARY OF WRITTEN REPRESENTATION
submitted on behalf of National Grid Electricity
Transmission plc**

Summary of Written Representation

1. NGET owns assets that form an essential part of the electricity transmission network in England and Wales either within, or in close proximity to, the Droves Project.
2. The Droves Project proposes to construct a new substation to be operated by NGET (**New Substation**). The Droves Project currently holds a connection offer from NESO reflecting the need for the Applicant to identify a site for the New Substation and planning consent to authorise it. NGET understand that the Droves Project has now been notified by NESO that it will receive a Gate 1 offer under the Connections Reform process which, once offers are finalised, will result in the point of connection in the DCO application becoming an indicative option only.
3. NGET does not in principle object to the Project or to the inclusion of the New Substation within the Order Limits, however, equally NGET is not in a position (and will not be in a position for during the course of the Examination or prior to the Secretary of State decision on the Order application) to confirm whether it can support the design, sizing or location of the New Substation due to the status and nature of the Project's connection offer.
4. The wider regulatory and commercial context needs to be fully considered and worked through which may result in the point of connection being located elsewhere.
5. In light of this, NGET require protective provisions to be included within the Order to ensure that its existing and future assets and interests are adequately protected, as well as to ensure compliance with relevant safety standards. NGET's preferred form of protective provisions (**the NGET Protective Provisions**) include safeguarding wording in relation to future infrastructure that was secured in the recently granted DCOs.
6. NGET's solicitors (Addleshaw Goddard LLP) have been engaging with the Promoter's solicitors in relation to the agreement of the NGET Protective Provisions.
7. Until satisfactory agreement has been reached with the Promoter, NGET must continue to reserve the right to make further submissions to the examination and attend hearings at a later date.

Addleshaw Goddard LLP on behalf of NGET

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WRITTEN REPRESENTATION
submitted on behalf of National Grid Electricity
Transmission plc

1 Introduction

- 1.1 This written representation is submitted on behalf of National Grid Electricity Transmission plc (**NGET**) in response to the application by The Drovers Solar Farm Limited (**Applicant**) for The Drovers Solar Farm Development Consent Order (**Order**) to enable the construction of the Drovers Solar Farm (**Drovers Project**).
- 1.2 In summary of NGET's position, NGET considers that it has existing and potential future infrastructure that needs to be protected via the protective provisions that NGET is proposing be included in the final form of the Order. These protective provisions include wording that has precedent in other development consent orders that have been recently granted. Without inclusion of the protective provisions, serious detriment would be caused to NGET's undertaking as well as to other third-party projects that are reliant on NGET's existing and future infrastructure including the Drovers Project itself.

2 NGET infrastructure

Existing infrastructure

- 2.1 As set out in NGET's relevant representation dated 26 February 2026 [**RR-036**], NGET owns assets that form an essential part of the electricity transmission network in England and Wales either within, or in close proximity to, the Drovers Project.

Future infrastructure

- 2.2 The Drovers Project comprises the construction, operation and maintenance and decommissioning of a solar photovoltaic (PV) electricity generating station and associated development, including a battery energy storage system (BESS), a customer substation, and grid connection infrastructure, including a new substation proposed to be operated by NGET (**New Substation**).
- 2.3 Prior to the pre-application stage, discussions regarding the potential to connect into Kings Lynn substation took place where Island Green Power (IGP), parent company of the Applicant, was advised by NGET to apply for, and subsequently connect, directly onto the overhead line (OHL) running between the Walpole and Necton substations.
- 2.4 During the pre-application stage, the Applicant was advised by NGET to identify a site for a new substation for the Project, alongside obtaining land rights and planning consent for this.
- 2.5 A connection offer from the National Energy Systems Operator (**NESO**) was made reflecting this requirement identifying the connection of the Project to the OHL via a new 400kV substation, referred to as the 'New Swaffham 400kV Substation' (i.e. the New Substation). Appendix J ("Construction Programme") of the construction agreement contained within the grid connection offer states that the Applicant must apply for planning consent by 30 March 2027 and inform NGET of the location of the substation by 28 February 2028. However, for the reasons explained below, these requirements reflected a point in time which did not account for the Connections Reform process which has subsequently taken place/is taking place.
- 2.6 Whilst NGET remains committed to constructive engagement with the Applicant as the Project develops, it wishes to ensure that the Examining Authority is aware of NGET's position regarding the Project's proposed means of connecting to the national grid. In summary, NGET does not in principle object to the Project or to the inclusion of the New Substation within the Order Limits, however, equally NGET is not in a position (and will not be in a position for some

time) to confirm whether it can support the design, sizing or location of the New Substation due to the status and nature of the Project's connection offer.

- 2.7 As such, for the avoidance of doubt, should the Applicant receive consent for the New Substation as part of the Order, this does not trigger or constitute any obligation for NGET to accommodate any connection to the national grid at such a substation for the reasons set out below. The wider regulatory and commercial context needs to be fully considered and worked through which may result in the point of connection being located elsewhere.
- 2.8 Further details with regards to NGET's position regarding the New Substation as well as the nature of the Applicant's connection offer are set out below.

3 Connection Reform and nature of the Project's connection offer

Connections Reform

- 3.1 NGET considers it necessary to provide further background to the NESO Connections Reform queue formation and gate assessment process, which provides the justification for NGET's position regarding the New Substation.
- 3.2 The Connections Reform process (also known as the TMO4+ reforms) is intended to address the connection delays arising from the traditional 'first come, first served' model and achieve the goals set out in the Government's Clean Power 2030 Action Plan.
- 3.3 Under this process, NESO will assess proposed connection projects and make connection offers through a gated process following periodic application windows, named "Gate 1" or "Gate 2". This will apply to projects that are already in the connections queue as well as new projects applying to connect. To secure a place in the queue, applicants must meet certain Gate 2 criteria. Those that are unable to satisfy the Gate 2 criteria, may be eligible for a Gate 1 connection offer, which serves to provide only indicative connection details.
- 3.4 The Gate 2 criteria are made up of two elements being:
- (a) Gate 2 Readiness Criteria (a project must be 'Ready') – demonstrated by project acquiring appropriate land rights or going through the Development Consent Order process.
 - (b) Gate 2 Strategic Alignment Criteria (a project must be 'Needed') – for most projects, the primary way to satisfy this criteria will be through alignment with the generation technology capacities set out in the CP30 Action Plan. Some projects may satisfy the Strategic Alignment Criteria through other means, including qualifying for protections as a project that is currently being progressed.
- 3.5 In terms of the nature of the Gate 1 and the Gate 2 offers:
- (a) **Gate 1 offers (indicative)**– for new applicants and existing customers. Projects that are either not 'ready' or not 'needed' would have their existing agreement varied and be provided with a conditional offer, with only an indicative connection date and location. They would need to reapply in future application period when they can show they are 'ready' and 'needed' to be granted a confirmed Gate 2 offer.
 - (b) **Gate 2 offers (with confirmed details, i.e. connection date and location)**– for new applicants and existing customers. Projects that meet the Readiness and Strategic Alignment criteria (including all those that are protected), will be offered a Gate 2

contract or, in the case of existing customers, will maintain a position in the queue or advance to fill new gaps from the removal of non-ready projects from the queue.

- 3.6 Prior to the implementation of the final arrangements, NESO undertakes a one-off exercise known as the 'Gate 2 to Whole Queue' (**G2TWQ**) process which will assess which projects that currently hold connection offers meet the Gate 2 eligibility criteria. Following the G2TWQ process, affected projects will be issued with a Gate 2 offer or a Gate 1 offer. Certain projects may fall within specified exceptions or 'protections' and will be treated as satisfying the Strategic Alignment Criteria. This process is currently underway and there are timelines for the circulation of Gate 1 and Gate 2 offers available on the NESO website .

Nature of the Project's connection offer

- 3.7 As at the date of this Written Representation, it is NGET's understanding that the Applicant has been notified by NESO that it will receive a Gate 1 connection offer. NGET has also received confirmation from NESO that such notification has been issued to the Applicant. Once the Gate 1 offer is formally issued, the existing connection agreement between NESO and the Applicant will be superseded, and the agreement between NESO and NGET (in relation to the Applicant's connection) will be terminated.
- 3.8 The Gate 1 offer from NESO to the Applicant will no longer contain the provision referred to in paragraph 2.5 above that the Applicant must secure land and consents for a new substation. This provision was based on engagement between the Applicant and NGET that preceded the Connection Reform process by several years. This process now needs to be taken into account and worked through. As a result, the identified point of connection in the DCO application will become an indicative option only rather than an agreed point of connection. A Gate 1 offer also does not trigger a commitment by NGET to deliver or take responsibility for operation of a substation of the design, size and location of the New Substation.
- 3.9 In accordance with the regulatory process set out under STCP 18-8 (System Operator – Transmission Owner Code Procedure)¹, NGET is required to prioritise Gate 2 offers, which are identified as both ready and needed. Consequently, NGET cannot consider the detailed aspects of applications for projects holding only Gate 1 offers.
- 3.10 In addition, those customers with Gate 2 offers will, in part, influence the final size, design and location of the final point of connection solution. Until those Gate 2 offers have been finalised, NGET cannot confirm what that solution will be but must always act in accordance with its statutory duties to provide a economic and efficient connection network.
- 3.11 As such, NGET will not be able to provide confirmation of the size, design and/or location of any substation into which the Project would connect and accordingly confirmation as to whether the proposals included in the DCO application are satisfactory and/or would be built out during the course of the Examination or prior to the decision of the Secretary of State.
- 3.12 NGET consider that the Applicant's notification of its Gate 1 offer represents an early step in the process of connecting the Project to the national grid. Progression to a binding connection agreement with NESO and any associated infrastructure delivery will be subject to further steps. These include receipt of a Gate 2 offer in the future, commercial negotiations with the Applicant, having regard to any other customer requirements, detailed technical and siting assessments and relevant planning processes and approvals.

¹ STCP 19-8 Issue 002 Connections Reform Gate 2 to Whole Queue accessed at <https://www.neso.energy/document/362576/download>

- 3.13 NGET notes that in the Applicant's Response to section 89(3) letter dated 17 March 2026 [AS-063], the Applicant has states that similar discussions have been had in the examination of other recent development consent orders where the connection works have been consented separately. Whilst NGET does not comment on the approaches taken in these individual cases, NGET notes that these development consent orders were examined prior to the Connections Reform process and therefore the context was materially different from what is taking place here. Those approaches need to be considered accordingly and the current environment needs to be taken into account when considering the Project.

4 Protective provisions

- 4.1 NGET has an obligation under section 9(2) of the Electricity Act to develop and maintain an efficient, co-ordinated and economical system of electricity transmission. NGET must therefore have regard to the need in the area as dictated by the status of the offers from NESO and offer an economic and efficient solution for all customers. In order to align with this obligation, it is likely that that the point of connection for the Project will also facilitate the connection of other customers. There is therefore the potential that significant infrastructure will be delivered within the same area and within similar timescales albeit not necessary to the same location, size or specification proposed in the Applicant's DCO application for the reasons set out above. As such, there needs to be careful co-ordination and consultation undertaken between NGET and the Applicant to ensure that as connection offers are formalised and the scope of infrastructure to be delivered becomes clear, each connectee project (including the Project) can be delivered without unduly interfering with other connectee projects. This is provided for in the form of protective provisions that NGET is seeking to include in the Order (**NGET Protective Provisions**).
- 4.2 In light of the issues outlined above and the need to facilitate multiple connectee projects, NGET require protective provisions to be included within the Order to ensure that its existing and future assets and interests are adequately protected, as well as to ensure compliance with relevant safety standards.
- 4.3 NGET seeks to secure protective provisions broadly in line with those that were included in the Awel y Môr Offshore Wind Farm Development Consent Order, the Mona Offshore Wind Farm Development Consent Order and the Dogger Bank South Offshore Wind Farm Development Consent Order. These provisions are also being sought in the Morgan and Morecambe Offshore Wind Farm Transmissions Assets DCO and the Outer Dowsing Offshore Wind DCO.
- 4.4 The protective provisions secured under the DCOs referred to above included safeguarding provisions as per paragraphs 3 to 7 of NGET's Protective Provisions, along with associated amendments to other standard protective provisions to ensure that they apply to the future NGET works/apparatus/land, e.g. the protective provisions concerning the acquisition of NGET's land by the Applicant in paragraph 11 of NGET's Protective Provisions. Without appropriate amendments, these protective provisions would not apply to third party land required for future point of connection works. The NGET Protective Provisions have been updated to reflect that the details of the point of connection are as yet unknown, rather than referring to a specific extension or new substation construction project. This is referred to as the 'NGET Project'.
- 4.5 Without specific safeguarding provisions for NGET's future upgrade projects, the protective provisions currently included in the draft Order only relate to existing NGET apparatus and land and so there is nothing to prevent the Drovers Project from adversely affecting the NGET Project as set out above to the serious detriment of NGET's undertaking and connectee projects.

4.6 As such, NGET considers that it is reasonable and appropriate for the safeguards and protections secured for NGET's benefit in the DCOs referred to above to be included in this Order.

4.7 For completeness, a copy of the NGET Protective Provisions is included at Appendix 1.

5 Status of negotiations

5.1 NGET's solicitors (Addleshaw Goddard LLP) have been engaging with the Applicant's solicitors in relation to the issues highlighted in this Written Representation and a copy of the NGET Protective Provisions has been provided to them for consideration. NGET and the Applicant will continue to engage to seek to reach an agreed position during the course of the Examination and will provide regular updates to the Examining Authority in this regard.

5.2 For the reasons set out above, NGET considers that it is necessary for the NGET Protective Provisions to be included in the Order and will continue to make robust submissions throughout the Examination until this principle is agreed and the wording is included within the Order.

5.3 Until satisfactory agreement has been reached with the Applicant, NGET must continue to reserve the right to make further submissions to the examination and attend hearings at a later date.

Addleshaw Goddard LLP on behalf of NGET

2 June 2026

APPENDIX 1

NGET's Protective Provisions

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

SCHEDULE 1

PROTECTIVE PROVISIONS

PART 1

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

Application

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

2. (2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article [] (*consent to transfer benefit of Order*) –

3. (a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); and

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

5. (3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Electricity Transmission Plc (but without prejudice to 11(3)b).

Interpretation

2.— In this Part of this Schedule —

“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 “A3” if the rating is assigned by Moody’s Investors Services Inc.;

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

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

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

“acceptable security” means either:

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

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

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

"apparatus" means:

(a) any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Electricity Transmission Plc for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

(b) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid for the purposes of the construction, operation and maintenance of the NGET Project, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised development and intended for the beneficial use by National Grid ("NGET Project apparatus"); and

“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;

shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

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

“functions” includes powers and duties;

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

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

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

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

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

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

“National Grid Electricity Transmission Plc” 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 Electricity Act 1989;

"NGET Project" means the project to facilitate the connection of the authorised development and other third party connectee projects to the national grid transmission network (but not including any connection corridor) and any temporary construction compound and laydown area for such works;

"NGET Project Site" includes –

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

“NESO” means as defined in the STC;

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

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

“shared area works” means:

- (a) any part of the authorised works as is to be carried out on land owned by National Grid or in which National Grid has an interest; and
- (b) any part of the authorised works taking place on any land associated with the NGET Project and/or any access thereto;

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

- (a) will or may be situated over, or within 15 metres measured in any direction of, any apparatus the removal of which has not been required by the undertaker under paragraph 12(2) or otherwise; and/or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 12(2) or otherwise; and/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 Electricity Transmission Plc arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector’s equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid Electricity Transmission Plc’s transmission system which arises as a result of the authorised works;

“Transmission Owner” means as defined in the STC;

“undertaker” means the undertaker as defined in article 2(1) of this Order;

Interaction with the NGET Project

3. Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised development and the NGET Project. For the purposes of this paragraph, "reasonable endeavours" means –

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

Shared area works

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

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

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

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

- (a) must not be unreasonably withheld or delayed;
- (b) in the case of a refusal must be accompanied by a statement of grounds or refusal; and
- (c) may be given subject to such reasonable requirements as National Grid may have in connection with the safe, economic and efficient construction, commissioning, operation, maintenance and future decommissioning of the NGET Project or otherwise for the protection of NGET Project apparatus

provided always that in relation to a refusal under sub-paragraph (b) or any requirements requested pursuant to sub-paragraph (c) the undertaker shall be permitted to refer such matters to dispute resolution pursuant to paragraph 21.

(2) National Grid must employ reasonable endeavours to respond to the submission of any plans within a period of 56 days from the date of submission of the plans. If National Grid require further particulars, such particulars must be requested by National Grid no later than 21 days from the submission of plans and thereafter National Grid must employ reasonable endeavours to respond to the submission within 56 days from receipt of the further particulars.

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

(2) If any part of the shared area works is constructed otherwise than in accordance with paragraph 6(2) above National Grid may by notice in writing identify the extent to which the shared area works do not comply with the approved details and request the undertaker at the undertaker's own expense carry out remedial works so as to comply with the requirements of paragraph 6(2) of this Schedule or

such alternative works as may be agreed with National Grid or as otherwise may be agreed between the parties.

(3) Subject to sub-paragraph (4), if within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (2) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, National Grid may execute the works specified in the notice and any reasonable expenditure incurred by National Grid in so doing will be recoverable from the undertaker.

(4) In the event of any dispute as to whether sub-paragraph (2) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, National Grid will not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 21.

On Street Apparatus

8. Except for paragraphs 9 (apparatus *in stopped up streets*), 14 (retained apparatus: protection), 15 (expenses) and 16 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid Electricity Transmission Plc in stopped up streets

9.—(1) Where any street is stopped up under article 12 (*permanent stopping up, restriction of use and construction of streets, public rights of way and private means of access*), if National Grid Electricity Transmission Plc has any apparatus in the street or accessed via that street National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 12 (*temporary stopping up and restriction of use of streets*), National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such stopped up 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

10. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus, the NGET Project Site without the written consent of National Grid Electricity Transmission Plc which will not unreasonably be withheld.

Acquisition of land

11.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Electricity

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

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

(4) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

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

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid Electricity Transmission Plc a minimum of 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid Electricity Transmission Plc reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid Electricity Transmission Plc may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the

circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid Electricity Transmission Plc under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 15 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 46 (arbitration) applies.

Retained apparatus: Protection of National Grid Electricity Transmission Plc as Electricity Undertaker

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

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

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

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

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities;
- (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 Electricity Transmission Plc's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

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

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

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and
- (b) may be given subject to such reasonable requirements as National Grid may have in connection with the safe and efficient construction, commissioning, operation and maintenance of the NGET Project; and
- (c) must not be unreasonably withheld.

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

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

(8) Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc shall give 56 days' notice of its requirement for such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid Electricity Transmission Plc in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must—

comply with sub-paragraphs (6), (7) and (8) in so far as is reasonably practicable in the circumstances and

comply with sub-paragraph (12) at all times.

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

Expenses

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

- (a) any costs reasonably incurred by or compensation properly paid by National Grid Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc:
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc.
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (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 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 article 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

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

Indemnity

16.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided, or in the supply of any goods, by National Grid Electricity Transmission Plc, or National Grid Electricity Transmission Plc becomes liable to pay any amount to any third party, the undertaker will—

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

(2) The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission Plc or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan

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

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid Electricity Transmission Plc as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 7 (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 subsection 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11; and/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 Electricity Transmission Plc must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

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

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

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

- (a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and 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 Electricity Transmission Plc has confirmed the same to the undertaker in writing; and
- (b) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid Electricity Transmission Plc 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 Electricity Transmission Plc has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with 11(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

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

Co-operation

18.—(1) Where in consequence of the proposed construction of any part of the authorised works the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 7(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

19. If in consequence of the agreement reached in accordance with paragraph 6(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 Grid Electricity Transmission Plc to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

20. Save for differences or disputes arising under paragraphs 12(2), 12(4), 13(1) and 14 any difference or dispute arising between the undertaker and National Grid Electricity Transmission Plc under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article 46 (arbitration).

Notices

21. Notwithstanding article [] (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 9 must be submitted using the LSBUD system [REDACTED] or to such other address as National Grid Electricity Transmission Plc may from time to time appoint instead for that purpose and notify to the undertaker in writing.