The Great Grid Upgrade

Sea Link

Sea Link

Volume 3: Development Consent Order

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STATUTORY INSTRUMENTS

20[XX] No.[XX]

INFRASTRUCTURE PLANNING

The [Draft] National Grid (Sea Link) Order 20[xx]

Made - - - - ***

Coming into force ***

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

(**a**) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).

The application has been examined by a panel of [xx] members ("the Panel"), appointed 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(**a**).

The Panel, having examined the application with the documents that accompanied the application, and the representations made and not withdrawn, has, in accordance with section 74(2) of the 2008 Act, made a report and recommendation to the Secretary of State.

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

The Secretary of State is satisfied that the special category land within the order limits, when burdened with the rights imposed by this Order, will be no less advantageous than it was before to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and to the public; and that, accordingly, section 132(3) of the 2008 Act applies.

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.

Accordingly, the Secretary of State, in exercise of the powers in sections 114, 115, 117, 120, 122 and 123 of the 2008 Act, makes the following Order:

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the National Grid (Sea Link) Order 20[xx] and comes into force on [date].

Interpretation

2.—(1) In this Order, unless the context requires otherwise—

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

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

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

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

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

(**b**) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524, S.I. 2017/572, S.I. 2018/378, S.I. 2019/734, S.I 2020/1534, S.I 2020/764, S.I 2021/978 and, S.I. 2022/634 and S.I. 2023/1071.

(**a**) S.I. 2010/103, amended by S.I. 2012/635.

(**b**) S.I. 2017/572, amended by S.I. 2017/1012, 2018/695, 2018/834, 2018/942, 2018/1232, 2020/764, 2020/904 and 2020/1534.

(**c**) 1961 c. 33.

(**d**) 1965 c. 56.

(**e**) 1980 c. 66.

(**f**) 1981 c. 66.

(**g**) 1984 c. 27.

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

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

"2003 Act" means the Communications Act 2003(**c**);

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

"2009 Act" means the Marine and Coastal Access Act 2009(**e**);

"2016 Act" means the Housing and Planning Act 2016(**f**);

"Access, Rights of Way and Public Rights of Navigation Plans" means the plans listed in Part 1 of Schedule 2 (plans) and certified as the Access, Rights of Way and Public Rights of Navigation Plans by the Secretary of State for the purposes of this Order;

"Ancillary works" means—

(a) the ancillary works described in Part 2 of Schedule 1 (ancillary works); and

(b) any other works authorised by this Order,

which are not development within the meaning of section 32 (meaning of "development") of the 2008 Act;

"Arboricultural Impact Assessment" means the document of that description certified by the Secretary of State as the Arboricultural Impact Assessment for the purposes of this Order under article 60 (certification of documents);

"areas of safeguarded water depth" means the areas, or any part thereof, shown on the Areas of Safeguarded Water Depth Plan which comprises three areas labelled: Sunk Pilot Boarding area, Long Sand Head Two-Way Route crossing area, and North East Spit area and any reference to any individual one of those areas means the area as shown on the Areas of Safeguarded Water Depth Plan;

"areas of safeguarded water depth plan" means the document of that description certified by the Secretary of State as the areas of safeguarded water depth plan for the purposes of this Order under article 60 (certification of documents);

"authorised development" means the development described in Part 1 of 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;

"authorised project" means the authorised development and the ancillary works;

"Bank Holiday" means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971;

"Book of Reference" means the Book of Reference certified under article 60 (certification of documents) 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;

"business day" means Monday to Friday excluding Bank Holidays and other public holidays;

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

"commence" means—

(a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licence, save for operations consisting of pre–construction surveys, trial trenching and monitoring approved under the deemed marine licence;

(**a**) 1990 c. 8.
(**b**) 1991 c. 22.
(**c**) 2003 c. 21
(**d**) 2008 c. 29.
(**e**) 2009 c. 23.
(**f**) 2016 c. 22.

(b) in respect of any other works comprised in the authorised project, the carrying out of any material operation (as defined in section 155(2) (when development begins) of the 2008 Act) forming part of the authorised project other than the pre-commencement operations;

and the words "commencement" and "commenced" are to be construed accordingly;

"Construction Drainage Management Plan" means the document of that description listed in paragraph 6 of Schedule 3;

"Outline Construction Noise and Vibration Management Plan" means the document of that description for Kent and Suffolk respectively (together with their appendices) certified by the Secretary of State as the Outline Construction Noise and Vibration Management Plan for the purposes of this Order under article 60 (certification of documents);

"Outline Construction Traffic Management and Travel Plan" means the document of that description for Kent and Suffolk respectively (together with their appendices) certified by the Secretary of State as the Outline Construction Traffic Management and Travel Plan for the purposes of this Order under article 60 (certification of documents);

"deemed marine licence" means the marine licence granted by this Order as set out in Schedule 16;

"electric line" has the meaning set out in section 64(1) (interpretation etc. of Part 1) of the Electricity Act 1989 which includes but is not limited to new pylons, foundations and steelwork, conductors, insulators and fittings, fibre optic earth wire conductors, joint boxes, joint pits, joint bays, cables, cable ducts, link pillars and offshore cables;

"electronic transmission" means a communication transmitted—

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

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

and in this definition "electronic communication network" has the same meaning as in section 32(1) (meaning of electronic communications networks and services) of the 2003 Act.

"Environmental Statement" means the environmental statement together with any supplemental or additional environmental information certified under article 60 (certification of documents) and any environmental statement submitted for the purposes of complying with and/or discharging the Requirements;

"Flood Management Plan" means the document of that description listed in paragraph 6 of Schedule 3;

"Greenhouse Gas Reduction Strategy" means the document of that description certified by the Secretary of State as the Greenhouse Gas Reduction Strategy for the purposes of this Order under article 60 (certification of documents);

"GridLink Interconnector Project" means the proposed GridLink Interconnector electricity interconnector project designated as a European Union Project of Common Interest with project number No. 2018/540;

"highway" and "highway authority" have the same meaning as in the 1980 Act;

"Land Plans" mean the relevant plans listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular Land Plan are to be construed accordingly;

"Outline Landscape and Ecological Management Plan" means the document of that description for Kent and Suffolk respectively (together with their appendices) certified by the Secretary of State as the Outline Landscape and Ecological Management Plan for the purposes of this Order under article 60 (certification of documents);

"limits of deviation" means the limits of deviation referred to in article 5 (limits of deviation) and shown on the Works Plans;

"main river" has the same meaning as in Part 4 of the Water Resources Act 1991(**a**);

"maintain" includes inspect, repair, adjust, alter, dismantle, remove, clear, refurbish, paint, surface treat, decommission, improve, reconstruct or replace any part, but not remove, reconstruct or replace the whole of the authorised project including through the use of robots, helicopters, drones, gadgets or similar devices either remote controlled or autonomous, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the Environmental Statement, and any derivative of "maintain" must be construed accordingly;

"Outline Materials and Waste Management Plan" means the document of that description for Kent and Suffolk respectively certified by the Secretary of State as the Outline Materials and Waste Management Plan for the purposes of this Order under article 60 (certification of documents);

"mean high water springs" or "MHWS" means the highest level which spring tides reach on average over a period of time;

"Onshore Construction Environmental Management Plan" means the document of that description (together with its appendices) certified by the Secretary of State as the Onshore Construction Environmental Management Plan for the purposes of this Order under article 60 (certification of documents);

"operational use" occurs when part of the authorised development first transmits electricity;

"Order land" means the land shown on the Land Plans and described in the Book of Reference;

"Order limits" means the limits shown on the Works Plans within which the authorised project may be carried out;

"Outline Operational Lighting Management Plan" means the document of that description certified by the Secretary of State as the Outline Operational Lighting Management Plan for the purposes of this Order under article 60 (certification of documents);

"Outline Onshore Overarching Written Scheme of Investigation" means the document of that description for Kent and Suffolk respectively, certified by the Secretary of State as the outline written schemes of investigation for the purposes of this Order under article 60 (certification of documents), setting out the proposed approach to archaeological mitigation;

"Outline Offshore Overarching Written Scheme of Investigation" means the document of that description certified by the Secretary of State as the Offshore Overarching Written Scheme of Investigation for the purposes of this Order under article 60 (certification of documents);

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

"permit schemes" means the relevant highway authority's permit scheme as made under the provisions of the Traffic Management Act 2004 and as in force at the date on which this Order is made, being the Traffic Management (Suffolk County Council) Permit Scheme Order 2020 or the Traffic Management (Kent County Council) Permit Scheme Order 2009 and the Kent County Council Permit Scheme Order 2015 (as applicable);

"pre-commencement operations" means—

(a) operations consisting of engineering investigations and surveys;

(b) environmental (including archaeological) investigations and monitoring;

(c) surveys and monitoring investigations for the purpose of assessing ground conditions;

(d) diversion and laying of services;

(e) demolition of existing buildings;

(**a**) 1991 c. 57.

(**b**) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

(f) site clearance;

(g) environmental mitigation measures;

(h) remediation in respect of any contamination or other adverse ground conditions;

(i) set up works associated with the establishment of construction compounds;

(j) temporary accesses;

(k) erection of any temporary means of enclosure or temporary demarcation fencing marking out site boundaries; and

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

"Public Rights of Way Management Plan" means the document of that description for Kent and Suffolk respectively (together with their appendices) certified by the Secretary of State as the Public Rights of Way Management Plan for the purposes of this Order under article 60 (certification of documents);

"relevant highway authority" means, in any given provision of this Order, the local highway authority for the area to which the provision relates;

"relevant planning authority" means, in any given provision of this Order, the local planning authority for the area to which the provision relates;

"relevant street authority" means, in any given provision of this Order, the local highway authority for the area to which the provision relates;

"Requirements" means the Requirements listed in Schedule 3, and any reference to a numbered Requirement is to be construed accordingly;

"Outline Soil Management Plan" means the document of that description for Kent and Suffolk respectively certified by the Secretary of State as the Soil Management Plan for the purposes of this Order under article 60 (certification of documents);

"Special Category and Crown Land Plans" means the plans listed in Part 3 of Schedule 2 (plans) and certified under article 60 (certification of documents) and references to a particular Special Category or Crown Land Plan are to be construed accordingly;

"statutory nature conservation body" means the appropriate nature conservation body as defined in regulation 5 of the Conservation of Habitats and Species Regulations 2017.

"statutory undertaker" means any person falling within section 127(8) of the 2008 Act;

"street" means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

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

"temporary construction works" means any of the temporary construction works described in Schedule 1 (authorised development) to the Order;

"traffic" has the same meaning as in section 329(1) of the 1980 Act;

"traffic authority" has the same meaning as in the 1984 Act;

"Traffic Regulation Order Plans" mean the plans listed in Part 4 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular Traffic Regulation Plan are to be construed accordingly;

"Trees and Hedgerows to be Removed or Managed Plans" means the plans listed in Part 5 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular Trees and Hedgerows to be Removed or Managed Plan is to be construed accordingly;

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

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

"the undertaker" means National Grid Electricity Transmission plc (registered company number 2366977);

"watercourse" includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, rhynes, sewers and passages through which water flows except a public sewer or drain; and

"Works Plans" means the plans listed in Part 6 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular Works Plan are to be construed accordingly.

(2) References in this Order to rights over land include references to rights to do, or to place and maintain, anything in, on or under land or in the airspace above its surface and references in this Order to the imposition of restrictions in respect of land are references to restrictions over land which interfere with the interests or rights of another and are for the benefit of land which is acquired, or rights over which are acquired, under this Order.

(3) All distances, directions, levels and lengths referred to in this Order, are approximate. Distances between points on a work comprised in the authorised project are taken to be measured along that work. All distances for scheduled linear works referred to in this Order are measured along the centre line of the limits of deviation for that work. All pylon identification numbers set out in this Order are identified by reference to the works plans, and are subject to the limits of deviation for that work, such that the tower numbering and location of towers may adjust in accordance with the limits of deviation identified in article 5 (limits of deviation). Unless otherwise specified in article 5 (limits of deviation) or Schedule 1 (authorised project), heights and depths in this Order or on the works plans are measured from the proposed final ground level. References to existing ground level shall be taken as the highest existing ground level within the limit of deviation for each work as shown on the Works Plans.

(4) All areas described in square metres in the Book of Reference are approximate.

(5) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the plans to which the reference relates.

(6) References in this Order to numbered Works are references to the Works as numbered in Schedule 1 (authorised project).

(7) References in this Order to "document" followed by a number or numbers are references to documents submitted by National Grid in support of the application for development consent that resulted in the making of this Order.

(8) References in this Order to any statutory body includes that body's successor in respect of functions which are relevant to this Order.

(9) References in this Order to any statute, order, regulation or similar instrument are to be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(10) References in this Order to materially new or materially different environmental effects in comparison with those reported in the Environmental Statement shall not be construed so as to include the avoidance, removal or reduction of an adverse environmental effect that was reported in the Environmental Statement as a result of the authorised project.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order (including the Requirements) the undertaker is granted—

(a) development consent for the authorised development; and

(b) consent for the ancillary works.

(2) The undertaker may—

(a) install and keep installed the authorised project;

(b) remove or replace any electric line including pylons and underground cables that may require removal as part of the authorised project.

(3) The undertaker may operate and use the authorised project as part of the high-voltage electricity transmission system in England and Wales.

(4) The authorised project must be constructed and installed in the lines and situations shown on the Works Plans subject to article 5 (limits of deviation).

(5) Schedule 3 (Requirements) has effect.

Maintenance of authorised project

4.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this Order, or an agreement made under this Order, provides otherwise.

(2) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licence.

Limits of deviation

5.—(1) Subject to paragraph 4, the undertaker may—

(a) in respect of the onshore and offshore electric line forming part of the authorised project for which it is granted development consent by paragraph (1) of article 3 (development consent etc. granted by the Order), deviate from the lines or situations of the authorised project shown on the Works Plans within the limits of deviation relating to a Work shown on those plans and carry out construction activities for the purpose of the authorised project anywhere within the Order limits; and

(b) in respect of the pylons deviate vertically from the levels of the authorised project (being 53.2m above finished ground level in Suffolk and 51m above finished ground level in Kent)—

(i) to any extent upwards not exceeding 6 metres;

(ii) to such extent downwards as the undertaker considers necessary or convenient;

(c) in respect of the overhead conductors and fibre-optic earth wires deviate vertically from the lines or situations of the authorised project shown on the Works Plans to such extent as the undertaker considers necessary or convenient; and

(d) in respect of the onshore underground electric line (excluding link pillars, chambers and where within substations and converter stations), deviate vertically—

(i) upwards such that the minimum distance that will be kept between the top of the cable or the top of the protective tiles and finished ground level is 0.75 metres; and

(ii) downwards to such extent as the undertaker considers necessary or convenient.

(2) Without prejudice to article 3(5) the removal, clearance, decommissioning and demolition of any existing electric line may take place within the Order limits;

(3) In respect of other permanent above ground structures, erections and apparatus, including substations and converter stations forming part of the authorised project:

(a) the authorised project is to be carried out within any applicable non-linear limits of deviation shown on the Works Plans; and

(b) the undertaker may deviate to any extent upwards as detailed in the table of parameters and to such extent downwards as the undertaker considers necessary or convenient.

Table of Parameters

Work	*Type of structure*	*Height*
1B	Substation – Suffolk	16m above finished ground level of 18.5m AOD (not including roof mounted equipment)

Work	*Type of structure*	*Height*
3B	Converter Station – Suffolk	26m above existing ground level (not including roof mounted equipment)
9B, 11	Substation and Converter Station – Kent	28m above existing ground level (not including roof mounted equipment) and in respect of Work No. 11, not above 20m above existing ground level.
2, 5, 7	Link pillars	2.2 m above finished ground level.

(4) The operational fenced compound constructed as part of the Substation under Work No.1B of the Authorised Project would be no greater than 16,800m2. The operational fenced compound includes all buildings and equipment within the electrified fence but not including the access and security airlock.

(5) The maximum limits of vertical deviation specified in paragraphs (1)(b), (1)(d) and 3(b) do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction and the Secretary of State, following consultation with the relevant planning authority and any other person the Secretary of State considers appropriate having regard to the proposed deviation in question and the statutory roles and responsibilities of such person, certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects to those identified in the Environmental Statement.

Benefit of Order

6.—(1) Subject to article 7 (consent to transfer benefit of Order), the provisions of this Order have effect solely for the benefit of the undertaker in respect of the authorised project.

(2) Paragraph (1) does not apply to the benefit of the consent granted by this Order for works carried out by the undertaker for the benefit or protection of land or persons (including statutory undertakers) affected by the authorised project.

Consent to transfer benefit of Order

7.—(1) The undertaker may, with the consent of the Secretary of State—

(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;

(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 in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3), are to include references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights transferred or granted in accordance with any transfer or grant under paragraph (1) 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.

(4) Subject to paragraph (5) the undertaker may with the written consent of the Secretary of State—

(a) where an agreement has been made in accordance with paragraph (1)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or

(b) where an agreement has been made in accordance with paragraph (1)(b), transfer to the lessee for the duration of the period mentioned in paragraph (1)(b), the whole of any of the deemed marine licence and such related statutory rights as may be so agreed.

(5) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of the benefit of the provisions of the deemed marine licence.

(6) Sections 72(7) and (8) of the 2009 Act (variation, suspension, revocation and transfer) do not apply to a transfer or grant of the whole of the benefit of the provisions of the deemed marine licence to another person by the undertaker pursuant to an agreement under paragraph (1) save that the MMO may amend the deemed marine licence granted under Schedule 16 (Deemed marine licence) of the Order to correct the name of the undertaker to the name of a transferee or lessee under this article 7 (consent to transfer benefit of the Order).

Application of the 1990 Act

8.—(1) In respect of the temporary construction works, section 57(2) (planning permission required for development) of the 1990 Act applies as if the development consent granted by this Order were planning permission granted for a limited period.

(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 for the purposes of that Act) of the 1990 Act.

(3) In the exercise of the power under paragraphs (1) and (2) of article 11 (street works) the undertaker is to be deemed to be the highway authority for the purposes of section 55(2)(b) (meaning of "development" and "new development") of the 1990 Act.

Application of the Community Infrastructure Levy Regulations 2010

9. Notwithstanding the provisions of section 208 (liability) of the 2008 Act, for the purposes of regulation 6 of the Community Infrastructure Levy Regulations 2010(**a**) any building comprised in the authorised project is deemed to be—

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

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

Planning Permission and other consents

10.—(1) If planning permission is issued pursuant to the 1990 Act for development any part of which is within the Order limits following publication of this Order that is—

(a) not itself a project for which development consent is required under the 2008 Act or part of such a project; and

(b) required to complete or enable the construction, use or operation of any part of the development authorised by this Order,

then the carrying out, use or operation of such development pursuant to the terms of the planning permission is not to constitute a breach of the terms of this Order.

(2) To the extent any development carried out or used pursuant to a planning permission granted under the 1990 Act or development consent granted under the 2008 Act or compliance with any conditions of that permission or requirements of that development consent is inconsistent with the exercise of any power or right under this Order or the authorised project—

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

(b) in respect of that inconsistency, no enforcement action under the 1990 Act or the 2008 Act may be taken in relation to development carried out or used pursuant to that planning permission or development consent whether inside or outside the Order limits.

(**a**) S.I. 2010/948.

(3) Any development or any part of a development within the Order limits which is constructed or used under the authority of a planning permission granted under the 1990 Act or of a development consent granted under the 2008 Act, including permissions falling under paragraph (1) or (3) or otherwise, is deemed not to be a breach of, or inconsistent with, this Order and will not prevent the authorised project being carried out or used or any other power or right under this Order being exercised.

(4) Where any development to which this article relates is carried out or used pursuant to a planning permission granted under the 1990 Act or development consent granted under the 2008 Act, nothing in this article prevents any enforcement action under the 1990 Act or the 2008 Act being taken in relation to any breach of that permission or consent where that breach is not an inconsistency for the purposes of paragraph (2).

PART 3

STREETS

Street works

11.—(1) The undertaker may, for the purposes of the authorised project, or for purposes ancillary to it, enter upon so much of any of the streets specified in column (2) of Schedule 5 (streets subject to street works) as is within the Order limits and may without the consent of the street authority—

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

(b) tunnel or bore under the street, or carry out any works to strengthen or repair the carriageway;

(c) remove or use all earth and materials in or under the street;

(d) place and keep structures and apparatus in the street (including signage);

(e) maintain, renew or alter apparatus in or on the street or change its position;

(f) execute any works to provide or improve sight lines required by the highway authority;

(g) execute and maintain any works to provide hard and soft landscaping;

(h) carry out re-lining and placement of new temporary markings; and

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

(2) Without limiting the scope of the powers conferred by paragraph (1) but subject to the consent of the street authority, the undertaker may, for the purposes of the authorised project, or for purposes ancillary to it, enter on so much of any other street whether or not within the Order limits, for the purposes set out at paragraph (1)(a) to (i) and paragraph (3) of article 8 (application of the 1990 Act) shall apply.

(3) If a street authority that receives an application for consent under paragraph (2) fails to notify the undertaker of its decision within 35 days (or such other period agreed by the street authority and the undertaker) beginning with the date on which the application was received, that authority will be deemed to have granted consent.

(4) Any application for consent under paragraph (2) must include a statement that the provisions of paragraph (3) apply to that application.

(5) If an application for consent under paragraph (2) does not include the statement required under paragraph (4) then the provisions of paragraph (3) will not apply to that application.

(6) The authority given by paragraph (1) or (2) 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.

(7) The powers conferred in paragraphs (1) and (2) are without limitation of the powers of the undertaker under the Electricity Act 1989(**a**).

(8) In this article "apparatus" has the meaning given in Part 3 of the 1991 Act.

Application of the Permit Scheme

12.—(1) The permit schemes apply to the construction and maintenance of the authorised project and will have effect in connection with the exercise by the undertaker of any powers conferred by this Part.

(2) For the purposes of this Order—

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

(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 through the exercise of the powers conferred by this Order;

(c) a permit may not be refused where the proposed reason for refusal is the inability to impose a condition which will not comply with sub-paragraph (b); and

(d) where a provisional advance authorisation has been granted to the undertaker in advance of the grant of a permit in relation to the construction of the authorised project, the relevant street authority may not grant a permit for any other works in the location during the time period to which that provisional advance authorisation relates save that nothing will restrict the ability of the relevant highway authority to grant a permit for immediate works.

(3) Irrespective of anything which is stated to the contrary within the permit schemes, where the undertaker submits an application for a permit in relation to the construction or maintenance of the authorised project subject to proposed conditions and the relevant highway authority wishes for different conditions to be imposed on the permit, the relevant highway authority must seek to reach agreement with the undertaker on the conditions subject to which the permit is to be granted and provide alternative permit conditions to the undertaker within ten working days following the date on which the application for the permit is made by the undertaker and must not refuse an application for a permit before the end of the period which is five working days following the date on which the alternative permit conditions are provided to the undertaker.

(4) Where the undertaker confirms its agreement to the alternative permit conditions provided by the relevant highway authority pursuant to paragraph (3) before the expiry of five working days following the date on which any such alternative permit conditions are provided to the undertaker, the relevant highway authority must grant the permit subject to those conditions.

(5) Any alternative permit conditions provided by a relevant highway authority in accordance with paragraph (3) must comply with paragraph (2)(b).

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

(7) Reference to immediate works in paragraph (2)(d) means emergency works as that term is defined in section 52 of the 1991 Act and urgent works as that term is defined in regulation 3(1) of the Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007(**b**).

(8) Without restricting the undertaker's recourse to any alternative appeal mechanism which may be available under the permit schemes 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 schemes in accordance with the mechanism set out in Schedule 4 (discharge of Requirements) of this Order.

(**a**) 1989 c. 29.
(**b**) S.I. 2007/1951.

Application of the 1991 Act

13.—(1) Works carried out under this Order in relation to a highway which consists of or includes a carriageway must be treated for the purposes of Part 3 of the 1991 Act (street works in England and Wales) as major highway works if—

(a) they are of a description mentioned in any of paragraphs (a), (c) to (e), (g) and (h) of section 86(3) of the 1991 Act (which defines what highway authority works are major highway works); or

(b) they are works which, had they been executed by the relevant highway authority, might have been carried out in exercise of the powers conferred by section 64 of the 1980 Act (dual carriageways and roundabouts).

(2) In Part 3 of the 1991 Act, in relation to works which are major highway works by virtue of paragraph (1), references to the highway authority concerned are to be construed as references to the undertaker.

(3) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers of this Order—

(a) section 56 (power to give directions as to timing of street works);

(b) section 56A (power to give directions as to placing of apparatus);

(c) section 58 (restrictions on works following substantial road works);

(d) section 58A (restriction on works following substantial street works);

(e) section 73A (power to require undertaker to re-surface street);

(f) section 73B (power to specify timing etc. of re-surfacing);

(g) section 73C (materials, workmanship and standard of re-surfacing);

(h) section 78A (contributions to costs of re-surfacing by undertaker); and

(i) Schedule 3A (restriction on works following substantial street works).

(4) The following provisions of the 1991 Act do not apply in relation to any works executed under article 12 (application of the permit scheme) of this Order—

(a) section 53 (the street works register);

(b) section 54 (advance notice of certain works);

(c) section 55 (notice of starting date of works);

(d) section 57 (notice of emergency works); and

(e) section 66 (avoidance of unnecessary delay or obstruction).

(5) The provisions of the 1991 Act mentioned in paragraph (6) (which, together with other provisions of that Act, apply in relation to the carrying out of street works) and any regulations made, or code of practice issued or approved under those provisions, apply (with necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 15 (temporary closure of streets and public rights of way and permissive paths) whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(6) The provisions of the 1991 Act referred to in paragraph (5) are—

(a) section 54 (advance notice of certain works), subject to paragraph (7);

(b) section 55 (notice of starting date of works), subject to paragraph (7);

(c) section 57 (notice of emergency works);

(d) section 59 (general duty of street authority to co-ordinate works);

(e) section 60 (general duty of undertakers to co-operate);

(f) section 68 (facilities to be afforded to street authority);

(g) section 69 (works likely to affect other apparatus in the street);

(h) section 71 (materials, workmanship and standard of reinstatement);

(i) section 76 (liability for cost of temporary traffic regulation)

(j) section 77 (liability for cost of use of alternative route); and

(k) all such other provisions as apply for the purposes of the provisions mentioned in sub-paragraphs (a) to (j).

(7) Sections 54 and 55 of the 1991 Act as applied by paragraph (5) have effect as if references in section 57 of that Act to emergency works were references to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

Power to alter layout, etc. of streets

14.—(1) The undertaker may, without the consent of the street authority, and for the purposes of carrying out the authorised project, permanently or temporarily alter the layout of, or carry out any works in, a street specified in column (1) of Part 1 or 2 of Schedule 6 (streets subject to alteration of layout) in the manner specified in relation to that street in column (2).

(2) Without limitation on the specific powers conferred by paragraph (1), but subject to paragraph (4), the undertaker may, for the purposes of constructing and maintaining the authorised project, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may—

(a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track, central reservation or verge within the street;

(b) alter the level or increase the width of any such kerb, footpath, footway, cycle track, central reservation or verge;

(c) reduce the width of the carriageway of the street;

(d) execute any works to widen or alter the alignment of pavements;

(e) make and maintain crossovers and passing places;

(f) execute any works of surfacing or resurfacing of the highway;

(g) carry out works for the provision or alteration of parking places, loading bays and cycle tracks;

(h) execute any works necessary to alter or provide facilities for the management and protection of pedestrians; and

(i) execute any works to provide or improve sight lines required by the highway authority.

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

(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority (such consent not to be unreasonably withheld or delayed).

(5) If a street authority which receives an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 35 days (or such other period as agreed by the street authority and the undertaker) beginning with the date on which the application was received, it is deemed to have granted consent.

(6) Any application for consent under paragraph (4) must include a statement that the provisions of paragraph (5) apply to that application.

(7) If an application for consent under paragraph (2) does not include the statement required under paragraph (6) then the provisions of paragraph (5) will not apply to that application.

Temporary closure of streets and public rights of way and permissive paths

15.—(1) During and for the purposes of carrying out the authorised project, the undertaker may temporarily close, alter or divert any street, public right of way or permissive path shown on the Access, Rights of Way and Public Rights of Navigation Plans or within the Order limits and may for any reasonable time—

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

(b) subject to paragraph (3), prevent all persons from passing along the street, public right of way or permissive path.

(2) Without limitation on the scope of paragraph (1), the undertaker may, with the consent of the street authority, use as a temporary working site any street, public right of way or permissive path which has been temporarily closed, altered or diverted under the powers conferred by this article.

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

(4) Without limitation on the scope of paragraph (1), the undertaker may temporarily close, alter or divert the streets, public rights of way or permissive path specified in columns (1) and (2) of Parts 1 and 2 of Schedule 8 (streets, public rights of way and permissive paths to be temporarily closed) to the extent specified, by reference to the letters and numbers shown on the Access, Rights of Way and Public Rights of Navigation, in column (3) of that Schedule, and, if it does so in respect of a street, public right of way or permissive path specified in Part 1 of Schedule 8, must provide the temporary diversion as specified in column (4) of that Part.

(5) The undertaker must not temporarily close, alter or divert—

(a) any street, public right of way or permissive path specified as mentioned in paragraph (4) without first consulting the street authority; or

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

(6) Where the undertaker provides a temporary diversion under paragraph (4), the temporary alternative route is not required to be of a higher standard than the temporarily closed street or public right of way in columns (1) and (2) of Parts 1 and 2 of Schedule 8 (streets, public rights of way and permissive paths to be temporarily closed).

(7) Prior to the reopening of any street, public right of way or permissive path temporarily closed, altered or diverted under paragraph (4), the undertaker must remove all temporary works and restore the street or public right of way to the reasonable satisfaction of the street authority.

(8) Any person who suffers loss by the suspension of any 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.

(9) If a street authority which receives an application for consent under paragraph (2) or (5)(b) fails to notify the undertaker of its decision before the end of the period of 35 days (or such other period as agreed by the relevant planning authority and the undertaker) beginning with the date on which the application was received, it is deemed to have granted consent.

(10) Any application for consent under paragraph (2) or (5)(b) must include a statement that the provisions of paragraph (9) apply to that application.

(11) If an application for consent under paragraph (2) or (5)(b) does not include the statement required under paragraph (10) then the provisions of paragraph (9) will not apply to that application.

Permanent stopping up of streets and public rights of way

16.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised project, stop up each of the streets and public rights of way specified and described in column (1) and (2) of Schedule 7 (streets or public rights of way to be permanently stopped up) to the extent specified in column (3) of that Schedule.

(2) No street or public right of way specified in column (2) of Schedule (7) is to be wholly or partly stopped up under this article unless—

(a) the new street or public right of way to be substituted for it, which is specified in column (4) of that Schedule, is open for use and in the case of a street, has been completed to the reasonable satisfaction of the street authority; or

(b) a temporary alternative route for the passage of such traffic as could have used the street or public right of way is first provided and in the case of a street, is subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority, until the completion and opening of the new street or public right of way in accordance with sub-paragraph (a).

(3) Where a street has been stopped up under this article—

(a) All rights of way over or along the street so stopped up are extinguished; and

(b) The undertaker may appropriate and use for the purposes of the authorised project so much of the site of the street as is bounded on both sides by land owned by the undertaker.

(4) Any person who suffers loss by the suspension or extinguishment of any private right of way under this article will be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

Access to works

17.—(1) The undertaker may, for the purposes of the authorised project—

(a) form and lay out means of access, or improve existing means of access, in the location specified in column (2) of Schedule 9 (access to works); and

(b) with the consent of the relevant planning authority after consultation with the relevant 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 project.

(2) If a relevant planning authority which receives an application for consent under paragraph (1)(b) fails to notify the undertaker of its decision before the end of the period of 35 days (or such other period as agreed by the relevant planning authority and the undertaker) beginning with the date on which the application was received, it is deemed to have granted consent.

(3) Any application for consent under paragraph (1)(b) must include a statement that the provisions of paragraph (2) apply to that application.

(4) If an application for consent under paragraph (1)(b) does not include the statement required under paragraph (3), then the provisions of paragraph (2) will not apply to that application.

Construction, alteration and maintenance of streets

18.—(1) Any street (other than any private streets) to be constructed under this Order must be completed to the reasonable satisfaction of the street authority and must, unless otherwise agreed with the street authority, be maintained (including any culverts or other structures laid under that part of the highway) by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the street authority.

(2) Where a street is altered or diverted under this Order, the altered or diverted part of the street must be completed to the reasonable satisfaction of the street authority and must, unless otherwise agreed with the street authority, be maintained to the same condition (including any culverts or other structures laid under that part of the highway) by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the street authority.

(3) Where new land not previously part of the public highway is to form part of the public highway further to the provisions of this Order it must unless otherwise agreed with the street authority, be deemed as dedicated as part of the public highway on the expiry of the period of 12 months from its completion.

(4) 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.

(5) For the purposes of a defence under paragraph (4), the court must in particular have regard to the following matters—

(a) the character of the street and 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 to prove that the undertaker had arranged for a competent person to carry out or supervise the maintenance of the part of the street to which the action relates unless it is also proved that the undertaker had given the competent person proper instructions with regard to the maintenance of the street and that the competent person had carried out those instructions.

(6) In determining who is the street authority in relation to a street for the purposes of Part 3 of the 1991 Act, any obligation of the undertaker to maintain the street under paragraph (1) or (2) should be disregarded.

Agreements with street authorities

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

(a) the construction of any new street including any structure carrying the street over or under an electric line authorised by this Order;

(b) the maintenance of the structure of any bridge or tunnel carrying a street over or under an electric line authorised by this Order;

(c) any stopping up, alteration or diversion of a street authorised by this Order;

(d) the carrying out in the street of any of the works referred to in article 11 (street works); and

(e) such other matters as the parties may agree, including such matters as may be included in agreements made pursuant to section 278 or section 38 of the 1980 Act.

(2) Such an agreement may, without limitation on the scope 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) include an agreement between the undertaker and the street authority specifying a reasonable time for the completion of the works;

(c) provide for the dedication of any new street as public highway;

(d) contain such terms as to payment as the parties consider appropriate; and

(e) contain such other terms as the parties may agree.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

20.—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance or decommissioning of the authorised project, 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 pursuant to paragraph (1) must be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(**a**).

(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; and such consent may be given subject to such 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) The undertaker must not, in carrying out or maintaining or decommissioning works pursuant to this article, damage or interfere with the bed or banks of any watercourse forming part of a main river.

(6) The undertaker must, unless otherwise authorised under the provisions of this Order or any environmental permit relating to the discharge of water in connection with the authorised project, take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain under the powers conferred by this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension; but nothing in this Order requires the undertaker to maintain a watercourse or public sewer or drain or the drainage works.

(7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2016(**b**).

(8) This article does not permit any activity listed in paragraph 3(1) of Schedule 21 to the Environmental Permitting (England and Wales) Regulations 2016.

(9) If a person who receives an application for consent under paragraph (3) or approval under paragraph (4)(a) fails to notify the undertaker of a decision within 35 days of receiving an application, that person is deemed to have granted consent or given approval, as the case may be.

(10) Any application for consent under paragraph (3) or approval under paragraph (4)(a) must include a statement that the provisions of paragraph (9) apply to that application.

(11) If an application for consent under paragraph (3) or approval under paragraph (a) does not include the statement required under paragraph (10) then the provisions of paragraph (9) will not apply to that application.

(12) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to Homes England, the Environment Agency, a harbour authority within the meaning of section 57 (interpretation) of the Harbours Act 1964(**c**), an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation;

(**a**) 1991 c. 56. Section 106 was amended by sections 35(1) and (8) and 43(2) of the Competition and Service (Utilities) Act 1992 (c. 43), sections 36 and 99 of the Water Act 2003 (c. 37) and section 49 of, and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c.29).

(**b**) S.I. 2016/1154.

(**c**) 1964 c. 40. Paragraph 9B was inserted into Schedule 2 by the Transport and Works Act 1992 (c. 42), section 63(1) and Schedule 3, paragraph 9(1) and (2).

(b) "main river" has the same meaning as in the Water Resources Act 1991(**a**); and

(c) other expressions, excluding watercourse, used both in this article and in the Environmental Permitting (England and Wales) Regulations 2016 have the same meaning as in those Regulations.

Protective works

21.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any land, building, structure, apparatus or equipment, lying within the Order limits or which may be affected by the authorised project, as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

(a) at any time before or during the carrying out in the vicinity of the land, building, structure, apparatus or equipment, of any part of the authorised project or works ancillary to it; or

(b) after the completion of any part of the authorised project in the vicinity of the land, building, structure, apparatus or equipment, at any time up to the end of the period of five years beginning with the day on which that part of the authorised project is first brought into operational use.

(3) For the purpose of determining how the functions under this article are to be exercised, the undertaker may enter and survey—

(a) any land, building, structure, apparatus or equipment, falling within paragraph (1) and any land within its curtilage; and

(b) where reasonably necessary, any land which is adjacent to the land, building, structure, apparatus or equipment, whether or not within the Order limits,

and place on, leave on and remove from the building, structure, apparatus or equipment any apparatus and equipment for use in connection with the survey.

(4) For the purpose of carrying out protective works under this article to any land, building, structure, apparatus or equipment, the undertaker may (subject to paragraphs (5) and (6))—

(a) enter the land, building or structure 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 land, building or structure but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to any land, building, structure, apparatus or equipment;

(b) a right under paragraph (3) to enter and/or survey any land, building, structure, apparatus or equipment, and land within its curtilage or any adjacent land;

(c) a right under paragraph (4)(a) to enter the land, building or structure 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) or (c), specify the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the land, building, structure, apparatus or equipment concerned may, by serving a counter-notice within the period of ten days beginning with the day on which the notice was served, require the question

(**a**) 1991 c. 57.

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 62 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any land, building, structure, apparatus or equipment, 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 any land, building, structure, apparatus or equipment; and

(b) within the period of five years beginning with the day on which the part of the authorised project carried out in the vicinity of the land, building, structure, apparatus or equipment is first brought into operational use it appears that the protective works are inadequate to protect the land, building, structure, apparatus or equipment against damage caused by the carrying out or use of that part of the authorised project,

the undertaker must compensate the owners and occupiers of the land, building, structure, apparatus or equipment for any loss or damage sustained by them.

(9) Subject to article 57 (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) of the 2008 Act (**a**).

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act(**b**) 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) of the 2008 Act(**c**).

(11) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(12) In this article "protective works" in relation to any land, building, structure, apparatus, equipment or the authorised project means—

(a) underpinning, strengthening, ground strengthening, earthing and any other works the purpose of which is to prevent damage which may be caused to the land, building, structure, apparatus, equipment or the authorised project by the carrying out, maintenance or use of the authorised project; and

(b) any works the purpose of which is to remedy any damage which has been caused to the land, building, structure, apparatus or equipment by the carrying out, maintenance or use of the authorised project.

Authority to survey and investigate the land

22.—(1) The undertaker may for the purposes of this Order enter on any land either shown within the Order limits or land which may be affected by the authorised project and—

(a) survey, monitor or investigate the land (including any watercourses, groundwater, static water bodies or vegetation on the land);

(b) without prejudice to the generality of sub-paragraph (a), survey, monitor or investigate the land and any buildings on that land for the purpose of investigating the potential effects of the authorised project on that land or buildings on that land or for enabling the construction, use and maintenance of the authorised project;

(c) without limitation on the scope of sub-paragraph (a), make trial holes, boreholes, excavations or take horizontal cores in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil, groundwater and other materials

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(**a**) Section 152 was amended by S.I. 2009/1307.

(**b**) Section 13 was amended by sections 62(3) and 139(4) to (9) 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 2016 Act (c.22).

below ground level and/or remove soil, rock, water and/or other material samples and discharge water from sampling operations on to the land;

(d) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations and monitoring on the land, including making any excavations or trial holes on the land for such purposes; and

(e) place on, leave on and remove from the land apparatus (including but not limited to welfare facilities and apparatus attached to buoys) for use in connection with the survey, monitoring or investigation of land, making of trial holes, boreholes, excavations, cores, and/or the carrying out of ecological or archaeological investigations or monitoring.

(2) The power conferred by paragraph (1) includes without prejudice to the generality of that paragraph the power to take, and process, samples of or from any of the following found on, in or over the land—

(a) water;

(b) air;

(c) soil or rock;

(d) flora;

(e) bodily excretions, or dead bodies, of non-human creatures; or

(f) any non-living thing present as a result of human action.

(3) 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.

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

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

(b) must, before entering the land, provide in the notice details of the purpose specified in paragraph (1) to survey and investigate the land; and

(c) may take onto the land such vehicles and equipment, including robots, helicopters, drones, gadgets or similar devices either remote controlled or autonomous, as are necessary to carry out the survey, monitoring or investigation or to make the trial holes.

(5) No trial holes, boreholes, excavations or horizontal cores may be made under this article—

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

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

(6) As soon as reasonably practicable following the completion of any activities carried out under paragraph (1), the undertaker must remove any apparatus and restore the land to the reasonable satisfaction of the owners of the land.

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

(8) If a highway authority or street authority which receives an application for consent fails to notify the undertaker of its decision within 35 days (or such other period as agreed by the relevant planning authority and the undertaker) of receiving the application for consent—

(a) under paragraph (5)(a) in the case of a highway authority; or

(b) under paragraph (5)(b) in the case of a street authority,

that authority is deemed to have granted consent.

(9) Any application for consent under either paragraph (5)(a) or paragraph (5)(b) must include a statement that the provisions of paragraph (8) apply to that application.

(10) If an application for consent under either paragraph (5)(a) or paragraph (5)(b) does not include the statement required under paragraph (9), then the provisions of paragraph (8) will not apply to that application.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to 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.

Removal of human remains

23. [Article Removed at Deadline 7]

PART 5

ACQUISITION AND POSSESSION OF LAND

Powers of acquisition

Compulsory acquisition of land

24. The undertaker may acquire compulsorily so much of the Order land described in the Book of Reference as is required for the construction, operation and maintenance and decommissioning of the authorised project or is incidental to it or required to facilitate it.

Compulsory acquisition of rights

25.—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily the rights, and impose the restrictions, over the Order land, described in the Book of Reference, by creating them as well as by acquiring rights and the benefits of restrictions already in existence.

(2) This article is subject to article 24 (compulsory acquisition of land), article 27 (temporary use of land for carrying out the authorised project).

(3) Subject to section 8 (other provisions as to divided land) of the 1965 Act as substituted by Schedule 10 (modification of compensation and compulsory purchase enactments for creation of new rights) to this Order, where the undertaker acquires a right over land or imposes a restriction under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 10 to this Order 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 a restriction.

(5) In any case where the acquisition of rights or the imposition of a restriction under paragraph (1) 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 or impose such restrictions to the relevant statutory undertaker.

(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) Nothing in this article authorises the acquisition of rights over, or the imposition of restrictions affecting, an interest which is for the time being held by or on behalf of the Crown.

Acquisition of subsoil or airspace only

26.—(1) The undertaker may compulsorily acquire so much of, or such rights in, the subsoil of, or the airspace of, the land referred to in article 24 (compulsory acquisition of land) and article 25 (compulsory acquisition of rights) as may be required for any purpose for which that land may be

acquired or for which rights over or under the land may be acquired under those provisions instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land under 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 or airspace only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 36 (application of Part 1 of the 1965 Act));

(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) of the 1990 Act.

(4) Paragraph (2) does not prevent article 34 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

(5) Subject to paragraph (6), 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 of the 1961 Act.

(6) Compensation is not payable under paragraph (5) to any person who is a statutory undertaker to whom section 85 (sharing of 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 possession of land

Temporary use of land for carrying out the authorised project

27.—(1) The undertaker may, in connection with the carrying out of the authorised project—

(a) enter on and take temporary possession of—

(i) so much of the land specified in column (1) of Schedule 11 (land of which only temporary possession may be taken) to exercise the powers described in the Book of Reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised project specified in column (3) of that Schedule; and

(ii) any other Order land (which for the avoidance of doubt excludes any land identified in the Land Plans and Book of Reference as Class 10 land) in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of a declaration) of the 1981 Act;

(b) remove any electric line, electrical plant, buildings, structures, pylons, apparatus, equipment, vegetation or any other thing from that land;

(c) construct temporary works (including the provision of means of access, security fencing, storage areas structures and buildings on that land); and

(d) construct any works specified in relation to that land in column (2) of Schedule 11 or any other mitigation works.

(2) 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.

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

(a) in the case of land referred to in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (3) of Schedule 11, 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 completion of the work for which temporary possession of the land was taken unless the undertaker has, by 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.

(4) The undertaker must provide the owners of any land of which temporary possession has been taken under this article with written notice of the date of completion of the works for which temporary possession was taken within 28 days of the completion of those works.

(5) Before giving up possession of land of which only temporary possession has been taken under paragraph (1)(a)(i), unless otherwise agreed with the owners of the land, the undertaker must 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) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article;

(b) restore the land on which any mitigation works have been carried out under paragraph (1)(d);

(c) restore the land on which any works have been carried out under paragraph (1) insofar as the element of works shown in column (4) of Schedule 11 is concerned;

(d) remove any foundations below 1.5 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations;

(e) remove any permanent work including pylons, electric lines, underground cables, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised project;

(f) remove any ground-strengthening works (being either works listed in Schedule 11 of this Order or other works to provide safe and stable ground conditions) which have been placed in that land to facilitate construction of the authorised project;

(g) remove or reposition any apparatus belonging to statutory undertakers;

(h) remove any drainage works;

(i) restore ground levels adjusted as part of the authorised project; or

(j) replant trees in respect of land above or within 10 metres of underground cables installed as part of the authorised development.

(6) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(ii), unless otherwise agreed by the owners of the land, the undertaker must either acquire the land or the interest on, over, or in the land in accordance with the provisions of paragraph (3)(b) or 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) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article;

(b) restore the land on which any mitigation works have been carried out under paragraph (1)(d);

(c) remove any foundations below 1.5 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations;

(d) remove any permanent work including pylons, electric lines, underground cables, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised project;

(e) remove any ground-strengthening works (being works to provide safe and stable ground conditions) which have been placed in that land to facilitate construction of the authorised project;

(f) remove or reposition any apparatus belonging to statutory undertakers;

(g) remove any drainage works;

(h) restore ground levels adjusted as part of the authorised project; or

(i) replant trees in respect of land above or within 10 metres of underground cables installed as part of the authorised development.

(7) 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 this article.

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

(9) 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 project, other than loss or damage for which compensation is payable under paragraph (7).

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

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to 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.

(12) Nothing in this article prevents the undertaker from taking temporary possession more than once in relation to any land specified in paragraph (1)(a).

Temporary use of land for maintaining the authorised project

28.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

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

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

(c) 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 project.

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

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

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

(c) any land identified in the Land Plans and Book of Reference as Class 10 land.

(3) Not less than 28 days before entering upon 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 and that notice must explain the purpose for which entry is taken, except as provided in paragraph (11).

(4) The undertaker may remain in possession of land under this article only for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project 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 the powers 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 of the 1961 Act.

(8) 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 project, 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 the acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to 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) Where the undertaker has identified a potential risk to the safety of—

(a) the authorised project or any part of it; or

(b) the public; or

(c) the surrounding environment,

the requirement to serve not less than 28 days' notice under paragraph (3) does not apply and the undertaker may enter the land pursuant to paragraph (1) subject to giving such period of notice (if any) as is reasonably practicable in all the circumstances.

(12) In this article "the maintenance period" in relation to any part of the authorised project means the period of five years beginning with the date on which that part of the authorised project is brought into operational use, except where the authorised project is replacement or landscape planting where "the maintenance period" means the period of five years beginning with the date on which that part of the replacement or landscape planting is completed.

Use of subsoil under or airspace over streets

29.—(1) The undertaker may enter on 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 project or for any other purpose ancillary to the authorised project and may use the subsoil or airspace for those purposes.

(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 of the 1961 Act.

(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.

Compensation

Disregard of certain interests and improvements

30.—(1) In assessing the compensation payable to any person on the acquisition from that person of any land or right over any land under this Order, the tribunal must not take into account—

(a) any interest in land; or

(b) any enhancement of the value of any interest in land by reason of any building erected, works executed or improvement or alteration made on relevant land,

if the tribunal is satisfied that the creation of the interest, the erection of the building, the execution of the works or the making of the improvement or alteration as part of the authorised project was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

(2) In paragraph (1) "relevant land" means the land acquired from the person concerned or any other land with which that person is, or was at the time when the building was erected, the works executed or the improvement or alteration made as part of the authorised project, directly or indirectly concerned.

Set-off for enhancement in value of retained land

31.—(1) In assessing the compensation payable to any person in respect of the acquisition from that person under this Order of any land (including any subsoil) the tribunal must set off against the value of the land so acquired any increase in value of any contiguous or adjacent land belonging to that person in the same capacity which will accrue to that person by reason of the construction of the authorised project.

(2) In assessing the compensation payable to any person in respect of the acquisition from that person of any new rights over land (including the subsoil), under article 25 (compulsory acquisition of rights), the tribunal must set off against the value of the rights so acquired—

(a) any increase in the value of the land over which the new rights are required; and

(b) any increase in value of any contiguous or adjacent land belonging to that person in the same capacity,

which will accrue to that person by reason of the construction of the authorised project.

(3) The 1961 Act has effect, subject to paragraphs (1) and (2), as if this Order were a local enactment for the purposes of that Act.

Supplementary

Compulsory acquisition of land – incorporation of the mineral code

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

(a) paragraph 8(3) is not incorporated;

(b) for "the acquiring authority" there is substituted "the undertaker";

(c) for "undertaking" substitute "authorised project"; and

(d) for "compulsory purchase order" substitute "this Order".

Time limit for exercise of authority to acquire land compulsorily

33.—(1) After the end of the period of seven years beginning with the day on which this Order comes into force—

(a) no notice to treat may be served under Part 1 of the 1965 Act; and

(b) no declaration may be executed under section 4 of the 1981 Act as applied by article 35 (application of the 1981 Act).

(2) The authority conferred by article 27 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), save that nothing in this

(**a**) 1981 c. 67. Paragraph 3 of Part 3 of Schedule 2 was amended by The Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order (S.I. 2009/1307 and paragraph 8 of Part 3 of that Schedule was amended by section 46 of the Criminal Justice Act 1982 (c.48).

paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

(3) If any proceedings are begun to challenge the validity of this Order, the period specified in paragraph (1) is extended for the period specified in paragraph (4).

(4) Under paragraph (3) the period is taken to be extended by—

(a) a period equivalent to the period beginning with the day the proceedings are filed and ending on the day they are withdrawn or fully determined, or

(b) if shorter, one year.

(5) Proceedings are not finally determined for the purposes of sub-paragraph (4)(a) if any appeal—

(a) could be brought (ignoring any possibility of an appeal out of time with permission), or

(b) has been made and not withdrawn or finally determined.

Acquisition of part of certain properties

34.—(1) This article applies where—

(a) a notice to treat is served on a person ("the owner") under the 1965 Act (as so applied) in respect of land forming only part of a house, building or factory or of land consisting of a house with a park or garden ("the land subject to the notice to treat"); and

(b) a copy of this article is served on the owner with the notice to treat.

(2) In such a case, the owner may, within the period of 28 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat and stating that the owner is willing and able to sell the whole ("the land subject to the counter-notice").

(3) If no such counter-notice is served within that period, the owner is required to sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner is required to sell only the land subject to the notice to treat must, unless the undertaker agrees to take the land subject to the counter-notice, be referred to the tribunal.

(5) If on such a reference the tribunal determines that the land subject to the notice to treat can be taken—

(a) without material detriment to the remainder of the land subject to the counter-notice; or

(b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner is required to sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determines that only part of the land subject to the notice to treat can be taken—

(a) without material detriment to the remainder of the land subject to the counter-notice; or

(b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat is deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determines that—

(a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but

(b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.

(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determines that—

(a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and

(b) the material detriment is not confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.

(9) Where by reason of a determination by the tribunal under this article a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of six weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that event, must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell only part of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.

Application of the 1981 Act

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

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

(3) In section 1 (application of Act) for subsection (2) there is substituted —

"(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 (earliest date for execution of declaration), in subsection (2), omit the words from "and this subsection" to the end.

(5) Section 5A (time limit for general vesting declaration)(**a**) is omitted.

(6) In section 5B (extension of time limit during challenge)(**b**)—

(a) 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"; and

(b) for "the applicable period for the purposes of section 5A" substitute "the seven year period mentioned in article 33 of the National Grid (Sea Link) Order 20[xx]".

(7) In section 6 (notices after execution of declaration)(**c**) for subsection (1)(b) there is substituted—

"(b) on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under

(**a**) Section 5A was inserted by section 182(2) of the 2016 Act and amended by section 185 of the Levelling-up and Regeneration Act 2023 (c.55).

(**b**) Section 5B was inserted by section 202(2) of the 2016 Act and amended by section 185 of the Levelling-up and Regeneration Act 2023 (c.55).

(**c**) Section 6 was amended by section 4 of, and paragraph 52(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and paragraph 7 of Schedule 15 to the 2016 Act.

section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008."

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

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

"(2) But see article 26(3) (acquisition of subsoil or airspace only) of the National Grid (Sea Link) Order 20[xx], which excludes the acquisition of subsoil or airspace only from this Schedule."

(10) 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 36 (application of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

Application of Part 1 of the 1965 Act

36.—(1) Part 1 of the 1965 Act as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act is modified as follows.

(2) In section 4 (time limit for giving notice to treat) for "after the end of the applicable period beginning with the day on which the compulsory purchase order becomes operative" substitute "after the end of the period stated in article 33 (time limit for exercise of authority to acquire land compulsorily) of the National Grid (Sea Link) Order 20[xx]; and

(3) in section 4A(1) (extension of time limit during challenge)—

(a) for "section 23 of the Acquisition of Land Act 1981 (application to the High Court in respect of compulsory purchase order)" substitute "section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)"; and

(b) for "the applicable period for the purposes of section 4" substitute "the seven year period mentioned in article 33 (time limit for exercise of authority to acquire land compulsorily) of the National Grid (Sea Link) Order 20[xx]".

(4) In section 11A (powers of entry: further notices of entry)—

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

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

(5) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for "section 4 of this Act" substitute "article 33 (time limit for exercise of authority to acquire land compulsorily) of the National Grid (Sea Link) Order 20[xx]".

(6) 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 26(3) (acquisition of subsoil or airspace only) of the National Grid (Sea Link) Order 20[xx], which excludes the acquisition of subsoil or airspace only from this Schedule"; and

(b) after paragraph 29, insert —

(**a**) Section 7(1) was substituted by paragraphs 1 and 3 of Schedule 18 to the2016 Act (c. 22) and amended by section 186 of the Levelling-up and Regeneration Act 2023 (c.55).

(**b**) Schedule A1 was inserted by paragraph 6 of Part 1 of Schedule 18 to the 2016 Act 2016 (c. 22) and amended by section 186 of the Levelling-up and Regeneration Act 2023 (c.55).

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 21 (protective works), 27 (temporary use of land for carrying out the authorised project) or 28 (temporary use of land for maintaining the authorised project) of the National Grid (Sea Link) Order 20[xx]."

Extinguishment and suspension of private rights

37.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order are extinguished or suspended—

(a) as from the date of acquisition of the land 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) (powers of entry)(**a**) of the 1965 Act,

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights and restrictive covenants over land owned by the undertaker which, being within the Order limits, is required for the purposes of this Order, are extinguished on the start of any activity authorised by this Order which interferes with or breaches such rights or such restrictive covenants.

(3) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictions under this Order are extinguished in so far as their continuance would be inconsistent with the exercise of the right acquired or the burden of the restriction imposed—

(a) as from the date of the acquisition of the right or the benefit of the restriction 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 in pursuance of the right; or

(c) on commencement of any activity authorised by the Order which interferes with or breaches those rights,

whichever is the earlier.

(4) Subject to the provisions of this article and article 40 (extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid removed from land subject to temporary possession), all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land and in so far as their continuation would be inconsistent with the exercise of the powers under this Order or a breach of a restriction as to the user of land arising by virtue of a contract.

(5) Any person who suffers loss by the extinguishment 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.)(**b**) of the 2008 Act or article 44 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) have effect subject to—

(**a**) Section 11 was amended by paragraph 14 of Schedule 4 to the Acquisition of Land Act 1981 (c. 67), paragraph 12(1) of Schedule 5 to the Church of England (Miscellaneous Provisions) Measure 2006 (N0. 1) and sections 186, 187 and 188 of the Housing and Planning Act 2016 (c. 22)

(**b**) Section 138 was amended by section 23(4) of the Growth and Infrastructure Act 2013 (c. 27) and by S.I. 2017/1285.

(a) any notice given by the undertaker before—

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

(ii) the undertaker's appropriation of it;

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

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

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

(b) any agreement made, in so far as it relates to the authorised project, at any time between the undertaker and the person in or to whom the right or restrictive covenant in question is vested, belongs or benefits.

(8) If any such agreement as is 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,

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

(9) A reference in this article to private rights and restrictive covenants over land includes any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land (including any land forming part of a common, open space or fuel or field garden allotment) and adversely affecting other land, including any natural right to support, and including restrictions as to the user of land arising by virtue of a contract.

Power to override easements and other rights

38.—(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 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) In this article "authorised activity" means—

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

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

(c) the use of any land (including the temporary use of land).

(3) The interests and rights to which this article applies include any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land (including any land forming part of a common, open space or fuel or field garden allotment) and adversely affecting other land, including any natural right to support, and including restrictions as to the user of land arising by virtue of a contract.

(4) 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 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.

(5) 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 (4), and

(b) fails to discharge that liability,

the liability is to be enforceable against that undertaker in accordance with section 204(3) (compensation for overridden easements etc) of the 2016 Act.

(6) 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) of this article.

Statutory authority to override easements and other rights

39.—(1) The carrying out or use of development authorised by this Order and the doing of anything else authorised by this Order is authorised by virtue of section 158 (nuisance: statutory authority) of the 2008 Act, 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 user of land arising by virtue of contract.

(2) The undertaker must pay compensation to any person whose land is injuriously affected by—

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

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

authorised by virtue of this Order and the operation of section 158 of the 2008 Act.

(3) The interests and rights to which this article applies include any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land (including any land forming part of a common, open space or fuel or field garden allotment) and adversely affecting other land, including any natural right to support, and including restrictions as to the user of land arising by virtue of a contract.

(4) Subsection (2) of section 10 (further provision as to compensation for injurious affection) of the 1965 Act applies to paragraph (2) by virtue of section 152(5) of the 2008 Act.

(5) Any rule or principle applied to the construction of section 10 of the 1965 Act will be applied to the construction of paragraph (2) (with any necessary modifications).

Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid removed from land subject to temporary possession

40.—(1) This article applies to any Order land specified in Schedule 12 (extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid removed from land subject to temporary possession) and any other Order land of which National Grid takes temporary possession under article 27 (temporary use of land for carrying out the authorised project).

(2) All private rights or restrictive covenants in relation to apparatus belonging to National Grid removed from any land to which this article applies are extinguished from the date on which National Grid gives up temporary possession of that land under article 27 (temporary use of land for carrying out the authorised project).

(3) The extinguishment of rights by paragraph (2) does not give rise to any cause of action relating to the presence on or in the land of any foundations (save for those which lie less than 1.5 metres underground) referred to in paragraph 27(5)(d) and 27(6)(c) of article 27 (temporary use of land for carrying out the authorised project) (National Grid is not required to remove foundations when giving up temporary possession).

(4) Schedule 12 (extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid removed from land subject to temporary possession) has effect.

Crown rights

41.—(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 licensee or lessee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

(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 any Crown land (as defined in the 2008 Act) that is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1)—

(a) may be given unconditionally or subject to terms and conditions; and

(b) is deemed to have been given in writing where it is sent electronically.

Saving provisions for Trinity House

42. Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

Special category land

43.—(1) So much of the special category land that is required for the purposes of the exercising by the undertaker of the Order rights will be discharged from all rights, trusts and incidents to which it was previously subject so far as their continuance would be inconsistent with the exercise of the Order rights.

(2) In this article—

"Order rights" means the rights exercisable over the special category land by the undertaker under article 25 (compulsory acquisition of rights); and

"special category land" means the land identified as forming part of a common, open space, or fuel or field allotment in the Book of Reference and marked as such on the plan entitled "Special Category and Crown Land Plans".

Statutory undertakers

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

(a) further to the power in article 24 (compulsory acquisition of land), acquire compulsorily the Order land belonging to statutory undertakers, and described in the Book of Reference;

(b) extinguish or suspend the rights of, remove or reposition apparatus belonging to statutory undertakers where such apparatus is anywhere over or within the Order limits notwithstanding that repositioning may be outside of the Order limits;

(c) further to the power in article 25 (compulsory acquisition of rights), acquire compulsorily existing rights, create and acquire the new rights and impose restrictive covenants over land belonging to statutory undertakers described in the Book of Reference and indicated on the Land Plans;

(d) construct the authorised project in such a way as to cross underneath or over apparatus belonging to statutory undertakers and other like bodies within the Order limits; and

(e) construct over existing apparatus belonging to statutory undertakers any necessary track or roadway (whether temporary or permanent) together with the right to maintain or remove the same, and install such service media under or over the existing apparatus needed in connection with the authorised project.

(2) Paragraph 1(b) has no effect in relation to apparatus in respect of which Part 3 (street works in England and Wales) of the 1991 Act applies.

Apparatus and rights of statutory undertakers in stopped-up streets

45.—(1) Where a street is stopped up under article 16 (permanent 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 the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 16, any statutory undertaker whose apparatus is under, in, on, over, along or across the street or public right of way may, and if reasonably requested to do so by the undertaker must—

(a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory undertaker may reasonably determine and have power to place it; or

(b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory undertaker an amount equal to the cost reasonably incurred by the statutory undertaker in or in connection with-

(a) the execution of the relocation works required in consequence of the stopping up of the street or public right of way; and

(b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

(a) apparatus of a better type, 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,

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 to be necessary, then, if it involves cost in the execution of the relocation works 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 paragraph, would be payable to the statutory undertaker by virtue of paragraph (3) will be reduced by the amount of that excess.

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

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

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(6) An amount which, apart from this paragraph, would be payable to a statutory undertaker in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) must, 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 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.

(7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

(a) the allowable costs of the relocation works are to be determined in accordance with section 85 (Sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and

(b) the allowable costs must be borne by the undertaker and the statutory undertaker in such proportions as may be prescribed by any such regulations.

(8) In this article—

"relocation works" means work executed, or apparatus provided, under paragraph (2); and

"statutory undertaker" means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1) (Interpretation) of the 2003 Act.

Recovery of costs of new connections

46.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 44 (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 44 (statutory undertakers) 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) In this article—

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

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

PART 6

MISCELLANEOUS AND GENERAL

Deemed marine licence

47. The undertaker is granted a deemed marine licence under Part 4 of the 2009 Act, to carry out the activities described in Part 1 of Schedule 16, subject to the licence conditions set out in Part 2 of that Schedule.

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

Application of landlord and tenant law

48.—(1) This article applies to—

(a) any agreement for leasing to any person the whole or any part of the authorised project 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 project, 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.

Defence to proceedings in respect of statutory nuisance

49.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisance) of the Environmental Protection Act 1990(**a**) in relation to a nuisance falling within paragraphs (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) and (ga) (noise from vehicles, machinery or equipment in a street) of section 79(1) of that Act no order must be made, and no fine must be imposed, under section 82(2) of that Act if—

(a) the defendant shows that the nuisance—

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

(ii) relates to premises used by the undertaker for the purposes of or in connection with the construction of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with the controls and measures relating to noise as described in the relevant Onshore Construction Environmental Management Plan or the relevant Construction Noise and Vibration Management Plan; or

(iii) is a consequence of the construction or maintenance of the authorised project and that it cannot reasonably be avoided; or

(iv) is a consequence of complying with a requirement of this Order and that it cannot reasonably be avoided; or

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(**a**) 1990 c. 43. Section 82 is amended by section 5 of the Noise and Statutory Nuisance Act 1993, c. 40, and section 103 of the Clean Neighbourhoods and Environment Act 2005, c. 16. There are other amendments to this Act which are not relevant to this Order.

(**b**) 1974 c. 40. Section 61 was amended by section 133(2) of and Schedule 7 to, the Building Act 1984 (c. 55) and section 162 of, and paragraph 15(3) of Schedule 15 to, the Environmental Protection Act 1990, c. 43. There are other amendments to the 1974 Act which are not relevant to this Order.

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project which is being used in accordance with the measures contained within the Register of Environmental Actions and Commitments; or

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

(2) For the purposes of paragraph (1) above, compliance with the controls and measures relating to noise described in the Onshore Construction Environmental Management Plan , the Register of Environmental Commitments and the Construction Noise and Vibration Management Plan will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.

(3) Where a relevant planning authority is acting in accordance with section 60(4) and section 61(4) of the Control of Pollution Act 1974 in relation to the construction of the authorised project then the local authority must also have regard to the controls and measures relating to noise referred to in the Onshore Construction Environmental Management Plan or the Construction Noise and Vibration Management Plan approved under Schedule 3 (Requirements).

(4) Section 61(9) (prior consent for work on construction site 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 premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project.

(5) In this article "premises" has the same meaning as in section 79 of the Environmental Protection Act 1990(**a**).

Traffic regulation

50.—(1) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised project or for purposes ancillary to the construction or maintenance of the authorised project —

(a) prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 1 of Schedule 13 (traffic regulation orders) on a road specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule;

(b) prohibit use of roads by through traffic in the manner specified in Part 2 of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule;

(c) regulate the direction of vehicular movements in the manner specified in Part 3 of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule;

(2) Without limiting the scope of the specific powers conferred by paragraph (1) but subject to the provisions of this article and the consent of the traffic authority in whose area the road concerned is situated, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with construction or maintenance of the authorised project, or for purposes ancillary to it, at any time—

(a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;

(b) permit, prohibit or restrict the stopping, parking, waiting, loading or unloading of vehicles on any road;

(**a**) 1990 c. 43.

(c) authorise the use as a parking place of any road;

(d) make provision as to the maximum speed, direction or priority of vehicular traffic on any road; and

(e) permit, prohibit or restrict vehicular access to any road,

either at all times or at times, on days or during such periods as may be specified by the undertaker.

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

(a) given not less than four 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) advertised its intention in such manner as the traffic authority may specify in writing within seven days of its receipt of notice of the undertaker's intention as provided for in sub-paragraph (a).

(4) Any prohibition, restriction or other provision made by the undertaker under paragraph (1) or (2)—

(a) has effect as if duly made by—

(i) the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act; or

(ii) the local authority in whose area the road is situated as an order under section 32 of the 1984 Act (power of local authorities to provide parking places),

and the instrument by which it is effected may specify savings and exemptions (in addition to those mentioned in Schedule 13 (traffic regulation orders)) to which the prohibition, restriction or other provision is subject; and

(b) 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).

(5) Any prohibition, restriction or other provision made under this article may at any time be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraphs (1) and (2).

(6) Any prohibition, restriction or other provision made by the undertaker under paragraph (1) or (2) will cease to have effect on the expiry of the period of five years beginning with the date on which the authorised project is first brought into operational use, except where the authorised project is replacement or landscape planting in which case the period of five years will begin with the date on which that part of the replacement or landscape planting is completed.

(7) Before complying with the provisions of paragraph (3) the undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated.

(8) Expressions used in this article and in the 1984 Act have the same meaning in this article as in that Act.

(9) If the traffic authority fails to notify the undertaker of its decision within 35 days of receiving an application for consent under paragraphs (1) and (2) the traffic authority is deemed to have granted consent.

Felling or lopping

51.—(1) The undertaker may fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width, any tree, shrub, shrubbery, hedgerow, or important hedgerow under or within or overhanging or near any part of the authorised project, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree, shrub, shrubbery, hedgerow or important hedgerow—

(**a**) 2004 c. 18.

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

(b) from constituting a danger to persons constructing, maintaining, or operating or decommissioning the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not cause any unnecessary damage to any tree, shrubbery or hedgerow, or important hedgerow 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, must be determined under Part 1 of the 1961 Act.

(4) Subject at all times to paragraph (8), the undertaker must not pursuant to paragraph (1) fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width a tree within or overhanging the extent of the public highway without the consent of the relevant highway authority.

(5) If the relevant highway authority fails to notify the undertaker of its decision within 35 days (or such other period as agreed by the relevant highways authority and the undertaker) of receiving an application for consent under paragraph (4) the relevant highway authority is deemed to have granted consent.

(6) Any application for consent under paragraph (4) must include a statement that the provisions of paragraph (5) apply to that application.

(7) If an application for consent under paragraph (4) does not include the statement required under paragraph (6), then the provisions of paragraph (5) will not apply to that application.

(8) The consent of the relevant highway authority is not required under paragraph (4) where—

(a) the tree to be felled, lopped, pruned, cut, trimmed, coppiced, pollarded, or reduced in height or width is described or shown on the Trees and Hedgerows to be Removed or Managed Plans; and

(b) the undertaker has given 5 days notice to the relevant highway authority of its intention to carry out any of the operations described in sub-paragraph (a).

(9) The power conferred by paragraph (1) removes any obligation upon the undertaker to secure any consent to remove hedgerows under the Hedgerows Regulations 1997(**a**).

(10) In this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerow Regulations 1997.

(11) The power conferred by paragraph (1) does not apply to any trees identified as ancient or veteran in the Arboricultural Impact Assessment, unless it has previously been agreed with the relevant planning authority that they are unsafe and there is no alternative to their removal.

Trees subject to Tree Preservation Orders

52.—(1) The undertaker may fell, lop, prune, cut, trim, coppice, pollard or reduce in height or width any tree described in Schedule 14 (trees subject to Tree Preservation Orders) and identified on the Trees and Hedgerows to be Removed or Managed Plans, or cut back its roots, if it reasonably believes it to be necessary in order to do so to prevent the tree—

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

(b) from constituting a danger to persons constructing, maintaining, or operating or decommissioning the authorised project.

(2) The undertaker may fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width, any tree within or overhanging land within the Order limits subject to a tree preservation order which was made after 19 September 2024, or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree—

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

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

(b) from constituting a danger to persons constructing, maintaining, or operating the authorised project.

(3) 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 damage arising from such activity; and

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

(4) The authority given by paragraph (1) or (2) constitutes a deemed consent under the relevant tree preservation order.

(5) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

Temporary closure of, and works in, the relevant rivers

53.—(1) The undertaker may, in connection with the construction of the authorised project, temporarily interfere with the relevant part of the rivers.

(2) Without limitation on the powers conferred by paragraph (1) but subject to paragraph (4) the undertaker may, in connection with the construction of the authorised project —

(a) temporarily moor or anchor barges or other vessels or craft in the relevant part of the river and may load or unload into and from such barges, other vessels or craft equipment, machinery, soil and any other materials in connection with the construction or maintenance of the authorised project; and

(b) on grounds of health and safety only, temporarily close to navigation the relevant part of the river.

(3) The power conferred by paragraphs (1) and (2) will be exercised in such a way which secures—

(a) that no more of the relevant part of the river is closed to navigation at any time than is necessary in the circumstances; and

(b) that, if complete closure to navigation of the relevant part of the river becomes necessary, all reasonable steps are taken to secure that the period of closure is kept to a minimum and that the minimum obstruction, delay or interference is caused to vessels or craft which may be using or intending to use the part so closed.

(4) Any person who suffers loss as a result of the suspension of any private right of navigation under this article is entitled to be paid compensation for such loss by the undertaker, to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) In this article, "the relevant part of the river" means so much of the rivers as are shown shaded yellow on the Access, Rights of Way and Public Rights of Navigation Plans.

Protection of interests

54. Schedule 15 (protective provisions) has effect.

Procedure regarding certain approvals etc.

55.—(1) Where an application or request is submitted to a relevant planning authority, including where the relevant planning authority is the DESNZ unit for the purposes of a Requirement, a highway authority, a street authority or the owner of a watercourse, sewer or drain for any consent, agreement or approval required or contemplated by any of the provisions of this Order such consent, agreement or approval, if given, must be given in writing.

(2) Schedule 4 (discharge of Requirements) has effect in relation to all consents, agreements or approvals granted, refused or withheld in relation to the Requirements, and any document referred to in any requirement, and any other provisions of this Order.

(3) The procedure set out in paragraphs 3, 4 and 5 of Schedule 4 (discharge of Requirements) has effect in relation to any other consent, agreement or approval required under this Order where such consent, agreement or approval is granted subject to any condition to which the undertaker objects, or is refused or is withheld.

Safeguarding

56.—(1) Save in respect of exempt applications, before granting planning permission for development to which this article applies, a relevant planning authority must consult the undertaker.

(2) This article applies to development which would be wholly or partly within the Order limits.

(3) Where this article requires a relevant planning authority to consult the undertaker before granting planning permission—

(a) they must give the undertaker notice of the application for planning permission (unless the applicant has served a copy of the application on the undertaker); and

(b) they may not determine the application before the end of the period of 21 days, beginning two working days after the relevant planning authority has sent the notice to the undertaker by first class post or by such other means of service as may be agreed with the relevant planning authority, which will be deemed to be the date on which the undertaker receives the notice or copy of the application.

(4) But a relevant planning authority may determine an application during that period if the undertaker has—

(a) made representations to the relevant planning authority about the application, or

(b) notified the relevant planning authority that it does not intend to make representations.

(5) In determining an application for planning permission a relevant planning authority must take into account any representations received in accordance with this article.

(6) The requirement to consult under this article is a local land charge.

(7) The requirement to consult will cease to have effect upon completion of the decommissioning of the authorised project or the final part of it.

(8) In this article—

"exempt applications" means—

(a) an application for planning permission which relates to development that—

(i) consists of an alteration to an existing building, or the change of use of an existing building or land; and

(ii) does not involve, or is not likely to involve, any construction engineering or other operations below existing ground level;

(b) an application for planning permission which is to be determined by a relevant planning authority in the period of 21 days beginning on the day after the date on which the Order comes into force; and

"relevant planning authority" means the planning authority in receipt of an application for planning permission to which this article applies.

No double recovery

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

Application, disapplication and modification of legislative provisions

58. Schedule 17 (public general legislation) to this Order, which makes provision applying, modifying and excluding statutory provisions which relate to matters for which provision may be made by this Order, has effect.

Amendment of local legislation

59.—(1) Any statutory provision of local application and, in particular, the local enactments specified in Schedule 18 (amendment of local legislation), and any byelaws or other provisions made under any of those enactments, are hereby excluded and do not apply insofar as inconsistent with a provision of, or a power conferred by, this Order.

(2) In particular, a power conferred by this Order may be exercised despite, and without having regard to, a provision made by or by virtue of a specified enactment, or any other statutory provision of local application, that—

(a) requires or permits a specified road, path, passage, bridge, parapet, fence or other place or structure to be kept open or maintained generally or in a specified manner;

(b) requires or permits the provision and maintenance of lights or other apparatus or structures generally or in a specified manner;

(c) prohibits or restricts (or imposes conditions or penalties on or in relation to) the obstruction or removal of, or the causing of damage to, a specified place or structure (or class of places or structures);

(d) prohibits or restricts (or imposes conditions on or in relation to) the erection of structures, or the undertaking of other works, in a specified place or structure (or class of places or structures);

(e) permits or requires a specified place or structure to be closed;

(f) makes provision about the conduct of persons using a specified walkway or other place or structure (or class of places or structures) whether by prohibiting or restricting movement (of persons, vehicles or animals) or otherwise;

(g) specifies a minimum or maximum depth for, or otherwise restricts or imposes conditions in relation to, the laying of pipes or the carrying out of any other works;

(h) prohibits the laying of pipes or the carrying out of any other works generally or without the consent of a specified person;

(i) makes provision about the construction or maintenance of, or any other matter relating to, pipes, drains or other means of connecting with sewers;

(j) in any other way would or might apply in relation to anything done, or omitted to be done, in the exercise of a power conferred by this Order.

(3) For the purpose of paragraph (1) a provision is inconsistent with the exercise of a power conferred by this Order if and insofar as (in particular)—

(a) it would make it an offence to take action, or not to take action, in pursuance of the power;

(b) action taken in pursuance of the power would cause the provision to apply so as to enable a person to require the taking of remedial or other action or so as to enable remedial or other action to be taken;

(c) action taken in pursuance of a power or duty under the provision would or might interfere with the exercise of any work authorised by this Order.

(4) Where any person notifies the undertaker in writing that anything done or proposed to be done by the undertaker or by virtue of this Order would amount to a contravention of a statutory provision of local application, the undertaker must as soon as reasonably practicable, and in any event within 14 days of receipt of the notice, respond in writing setting out—

(a) whether the undertaker agrees that the action taken or proposed does or would contravene the provision of local application;

(b) if the undertaker does agree, the grounds (if any) on which the undertaker believes that the provision is excluded by this article; and

(c) the extent of that exclusion.

Certification of documents

60.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the plans and documents identified in Schedule 19 (certified documents) of this Order for certification as true copies of those plans and documents referred to in this Order.

(2) 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.

(3) Where any plan or document identified in Schedule 18 (amendment of local legislation) is required to be amended to reflect the terms of the Secretary of State's decision to make this Order, that plan or document in the form amended to the Secretary of State's satisfaction is the version of the plan or document required to be certified under paragraph (1).

(4) Where a plan or document certified under paragraph (1)—

(a) refers to a provision in this Order (including any specified requirement) when it was in draft form; and

(b) identifies the provision by number or combination of numbers and letters, which is different from the number or combination of numbers or letters by which the corresponding provision of this Order is identified in the Order as made;

the reference in the plan or document concerned must be construed for the purposes of the Order as referring to the provisions (if any) corresponding to that provision in the Order as made.

(5) The undertaker must, following certification of the plans or documents in accordance with paragraph (1), make those plans or documents available in electronic form for inspection by members of the public.

Service of notices

61.—(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 written 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 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 the time of service.

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

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any 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 name or 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 a 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 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 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 electronic communication given 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.

(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", in relation to a notice or document, 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.

Arbitration

62.—(1) Subject to article 55 (procedure regarding certain approvals, etc.) and article 42 (saving provisions for Trinity House) and except where otherwise expressly provided for in this Order or unless otherwise agreed between the parties, any difference under any provision of this Order must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

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

Signed by authority of the Secretary of State for Business, Energy and Industrial Strategy.

Name
[title]
Date Department of Energy Security and Net Zero

SCHEDULE 1

Article 3

AUTHORISED PROJECT

PART 1

AUTHORISED DEVELOPMENT

1. Development which is to be treated as development for which development consent is required as directed by the Secretary of State in the direction issued pursuant to section 35 of the 2008 Act dated 31 March 2022 and associated development under section 115(2) of that Act comprising —

In the District of East Suffolk

Work No. 1A – Suffolk Overhead Electric Line Works

Works as shown on Sheets 2 and 3 of the Works Plans – Suffolk comprising removal of and modification to existing overhead electric lines and installation of new overhead electric line —

(a) removal of and modification works to existing overhead electric lines;

(b) foundations and steel work to construct new pylons; and

(c) installation of overhead electric line.

Work No. 1B – new Substation at Grove Wood, Friston, Suffolk

Works as shown on Sheet 2 of the Works Plans – Suffolk comprising a Substation at Grove Wood, Friston, which may include —

(a) access road including junction from the B1121 and culverts;

(b) site clearance and preparation and establishment;

(c) temporary work areas and laydown areas associated with the installation of the works;

(d) earthworks including to create platforms for the new Substation equipment, structures, landscaping, roads and compounds;

(e) foundations to support all new structures and equipment;

(f) support structures;

(g) electrical equipment;

(h) gantries;

(i) equipment between gantries and switchgear;

(j) switchgear and associated equipment;

(k) electrical control panels;

(l) standby back-up diesel generator(s);

(m) troughs and below ground services;

(n) earth mat;

(o) substation building(s);

(p) underground electric cables and fibre optic cables and cable ducts;

(q) relay rooms, battery rooms, storage rooms and other welfare facilities;

(r) electric vehicle charging points;

(s) telecommunications equipment;

(t) water tanks;

(u) drainage works;

(v) other site furniture;

(w) security perimeter fence including security gates;

(x) site access roads, hardstanding, car parking, footways and roadways;

(y) utility service connections for electricity, telecommunications and potable water and/or connection of power supply made from temporary generators;

(z) utility service connection for on-site storage for later disposal of grey water and sanitation;

(aa) lighting masts and lighting columns; and

(bb) landscaping, including mitigation planting.

Work No. 2 – works to connect the Suffolk Substation to the Suffolk Converter Station

Works as shown on Sheets 1 and 2 of the Works Plans – Suffolk comprising substation works and an underground electric cable between Work No.1B and Work No.3B, which may include —

(a) site clearance, preparation, establishment and earthworks;

(b) temporary work areas and laydown areas associated with the installation of the works and pulling of the onshore underground electric cables;

(c) foundations to support all new structures and equipment;

(d) support structures;

(e) switchgear and associated equipment;

(f) electrical control panels;

(g) troughs and below ground services;

(h) earth mat;

(i) underground electric cables and fibre optic cables and associated ducts;

(j) other site furniture;

(k) site access roads, hardstanding, car parking, footways and roadways;

(l) utility service connections for electricity, telecommunications and potable water and/or connection of power supply made from temporary generators;

(m) lighting masts and lighting columns;

(n) underground electric cables and cable ducts laid underground from Work No 1.B to Work No. 3B;

(o) cable jointing and cable jointing enclosures;

(p) fibre optic cables (including disturbed temperature sensing cables) and chambers; and

(q) link boxes and link pillars.

Work No. 3A – Access road to the Suffolk Converter Station

Works shown on Sheet 1 of the Works Plans – Suffolk comprising an access road to the Suffolk Converter Station near Saxmundham, which may include —

(a) an access road including access from the B1121 including bridges and culverts;

(b) site clearance, preparation and establishment;

(c) temporary work areas and laydown areas associated with the installation of the works;

(d) foundations to support all new structures and equipment;

(e) security perimeter fencing including security gates;

(f) drainage works; and

(g) soft and hard landscaping including mitigation planting and bunds.

Works No. 3B – Suffolk Converter Station and associated equipment

Works shown on Sheets 1 of the Works Plans - Suffolk comprising a Converter Station plus external equipment (such as lightning protection, railings for walkways and roof mounted electricity generation equipment) near Saxmundham, which may include —

(a) site clearance, preparation and establishment;

(b) temporary work areas and laydown areas associated with the installation of the Works;

(c) earth works including to create platforms for the new Converter Station equipment, structures, landscaping, roads and compounds;

(d) foundations to support all new structures and equipment;

(e) underground electronic cables and fibre optic cables and cable ducts laid underground;

(f) converter hall buildings and control building and spares building associated with the converter hall buildings and ancillary buildings;

(g) transformers;

(h) cable termination equipment including switchgears and busbars;

(i) valve cooling systems;

(j) standby back-up diesel generator(s);

(k) filter banks;

(l) lightning masts and lighting columns;

(m) security perimeter fence including security gates;

(n) drainage works;

(o) fire protection deluge systems;

(p) site access roads, hardstanding, car parking, footways and roadways;

(q) electric vehicle charging points;

(r) telecommunications equipment;

(s) water tanks;

(t) other site furniture;

(u) utility service connections for electricity, telecommunications and potable water and/or connection of power supply made from temporary generators;

(v) utility service connection for on-site storage for later disposal of grey water and sanitation; and

(w) soft and hard landscaping including mitigation planting and bunds.

Work No. 4 – Suffolk temporary work compounds

Works associated with No.1A, Work No.1B, Work No.2, Work No. 3A, Work No. 3B Work No.5 and Work No.6 shown on Sheets 1, 2, 3, 4 and 5 of the Works Plans – Suffolk, which may include —

(a) site clearance, preparation and establishment;

(b) earthworks, soil stripping and storage, ground improvement;

(c) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges and/or culverts);

(d) drainage works

(e) office and staff welfare facilities;

(f) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(g) utility service connection or on site storage for later disposal of grey water and sanitation;

(h) emergency electrical generator;

(i) materials, tools and fuel storage and laydown areas;

(j) assembly areas;

(k) plant and equipment storage areas;

(l) wheel cleaning facilities;

(m) security cabin and fencing and gates;

(n) construction and security lighting; and

(o) construction waste management facilities.

Work No. 5 – underground electric line connection in Suffolk

Works shown on Sheets 1, 2, 3, 4 and 5 of the Works Plans – Suffolk between Work No.3B and a transition joint bay (TJB) at a landfall point where the cable transitions from onshore to offshore technology comprising works to lay the onshore underground electric cables, which may include —

(a) site clearance, preparation, establishment and earthworks;

(b) temporary work areas and laydown areas associated with the installation and pulling of the onshore underground electric cables;

(c) the underground electric cables and cable ducts underground from Work No.3B to the TJB;

(d) cable jointing and cable jointing enclosures;

(e) fibre optic cables (including distributed temperature sensing cables) and associated chambers;

(f) link boxes and link pillars; and

(g) trenchless crossing(s) including an entry/exit pit and associated temporary construction compounds.

In the Districts of East Suffolk, Thanet and Dover

Work No. 6 – marine electric line works

Works shown on Sheet 6 of the Works Plans – Suffolk, Sheets 1, 2 and 3 of the Works Plans – Offshore and Sheets 3, 4 and 5 of the Works Plans – Kent comprising the laying of a marine electric cable, which may include —

(a) temporary work areas and laydown areas associated with the installation and pulling of the cables;

(b) works to lay and bury marine electric cables and fibre optic cables within the Order limits seaward of MHWS and landward of MLWS between Work No. 5 and Work No.7 within the area shown on Sheet 6 of the Works Plans – Suffolk, Sheets 1, 2 and 3 of the Works Plans – Offshore and Sheets 3, 4 and 5 of the Works Plans, Kent;

(c) trenchless entry/exit pits and associated temporary construction compounds for the Suffolk landfall;

(d) trenchless entry/exit pits and associated temporary construction compounds for the Kent landfall;

(e) temporary work areas for vessels to carry out intrusive and non-intrusive activities; and

(f) marine cable protection works.

Work No. 7 – underground electric line connection in Kent

Works shown on Sheets 2 and 3 of the Works Plans – Kent between a transition joint bay (TJB) at a landfall point where the cable transitions from offshore to onshore technology comprising works to lay underground electric cables to Work No.9B, which may include —

(a) site clearance, preparation, establishment and earthworks;

(b) temporary work areas and laydown areas associated with the installation and pulling of the onshore underground electric cables;

(c) the underground electric cables and cable ducts underground from Work No.6 and the TJB;

(d) cable jointing and cable jointing enclosures;

(e) fibre optic cables (including distributed temperature sensing cables) and associated chambers;

(f) link boxes and link pillars; and

(g) trenchless crossing(s) including an entry/exit pit and associated temporary construction compounds.

Work No. 8 – Kent temporary work compound

Works associated with Work No. 6, Work No. 7, Work No. 9A, Work No. 9B Work No. 10 and Work No. 11 shown on Sheets 2, 3 and 4 of the Works Plans – Kent, which may include —

(a) site clearance, preparation and establishment;

(b) earthworks, soil stripping and storage, ground improvement;

(c) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges and culverts);

(d) drainage works;

(e) office and staff welfare facilities;

(f) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(g) utility service connection or on site storage for later disposal of grey water and sanitation;

(h) emergency electrical generator;

(i) materials, tools and fuel storage and laydown areas;

(j) assembly areas;

(k) plant and equipment storage areas;

(l) wheel cleaning facilities

(m) security cabin and fencing and gates;

(n) construction and security lighting; and

(o) construction waste management facilities.

Work No. 9A – Access road to the Kent Converter Station and the Kent Substation

Works shown on Sheets 2 and 3 of the Works Plans – Kent comprising an access road to the Kent Converter Station and the Kent Substation near Minster, which may include —

(a) an access road including junction from the A256 and bridges and culverts;

(b) site clearance, preparation and establishment;

(c) temporary work areas and laydown areas associated with the installation of the works;

(d) foundations to support all new structures and equipment;

(e) security perimeter fence including security gates;

(f) drainage works; and

(g) soft and hard landscaping including mitigation planting and bunds.

Work No. 9B – Kent Converter Station and associated equipment

Works shown on Sheet 2 of the Works Plans – Kent comprising a Converter Station plus external equipment (such as lightning protection, railings for walkways and roof mounted electricity generation equipment) near Minster which may include —

(a) site clearance, preparation and establishment;

(b) temporary work areas and laydown areas associated with the installation of the works;

(c) earth works including to create platforms for the new Converter Station equipment, structures, landscaping, roads and compounds;

(d) foundations to support all new structures and equipment;

(e) underground electric cables and fibre optic cables cable ducts laid underground;

(f) converter hall buildings and control building and spares building associated with the converter hall buildings and ancillary buildings;

(g) transformers;

(h) cable termination equipment including switchgears and busbars;

(i) valve cooling systems;

(j) standby back-up diesel generator;

(k) filter banks;

(l) lightning masts and lighting columns;

(m) security perimeter fence including security gates;

(n) drainage works;

(o) fire protection deluge systems;

(p) site access roads, hardstanding, car parking, footways and roadways;

(q) electric vehicle charging points;

(r) telecommunications equipment;

(s) water tanks;

(t) other site furniture;

(u) utility service connections for electricity, telecommunications and potable water and/or connection of power supply made from temporary generators;

(v) utility service connection for on-site storage for later disposal of grey water and sanitation; and

(w) soft and hard landscaping including bunds.

Work No. 10 – works to connect the Kent Converter Station to the Kent Substation

Works as shown on Sheet 2 of the Works Plans – Kent comprising an electrical connection between Work No.9B and Work No.11, which may include either —

(a) temporary work areas and laydown areas associated with the works;

(b) fibre optic cables, ducts and chambers; and

(c) either a combination of gas insulated busbars and busbars or a gas insulated busbar connection.

Work No. 11 – new Kent Substation

Works as shown on Sheet 2 of the Work Plans – Kent comprising a Substation near Minster, which may include —

(a) site clearance and preparation and establishment;

(b) temporary work areas and laydown areas associated with the installation of the works;

(c) earthworks including to create platforms for the new Substation equipment, structures, landscaping, roads and compounds;

(d) foundations to support all new structures and equipment;

(e) support structures;

(f) electrical equipment;

(g) gantries and/or pylons;

(h) equipment between gantries and switchgear;

(i) switchgear and associated equipment;

(j) electrical control panels;

(k) standby backup diesel generator;

(l) troughs and below ground services;

(m) earth mat;

(n) substation building(s);

(o) underground electric cables and fibre optic cables and cable ducts;

(p) relay rooms, battery rooms, storage rooms and other welfare facilities;

(q) electric vehicle charging points;

(r) telecommunications equipment;

(s) water tanks;

(t) drainage works;

(u) other site furniture;

(v) security perimeter fence including security gates;

(w) site access roads, hardstanding, car parking, footways and roadways;

(x) utility service connections for electricity, telecommunications and potable water and/or connection of power supply made from temporary generators;

(y) utility service connection for on-site storage for later disposal of grey water and sanitation;

(z) lighting masts and lighting columns; and

(aa) landscaping, including mitigation planting.

Work No. 12 – Kent Overhead Line Works

Works as shown on Sheets 1 and 2 of the Works Plans – Kent comprising removal and modification works to existing overhead electric line, and the construction and installation of new overhead electric line from Work No.11 near Minster and the existing Richborough to Canterbury overhead electric line, which may include —

(a) temporary work areas and laydown areas associated with the installation and pulling of overhead electric cables;

(b) temporary culverts and/or bridges over other water courses;

(c) drainage works;

(d) removal of and modification works to the existing overhead electric line;

(e) scaffold protection;

(f) foundations and steel work to construct new pylons;

(g) installation of overhead electric line between Work No. 11 and the existing Richborough to Canterbury overhead electric line;

(h) installation of conductors, downleads and down droppers, insulators and fittings to facilitate connection to the existing Richborough to Canterbury overhead electric line; and

(i) the installation of fibre optic earthwire conductors, with optical fibres terminated in joint boxes.

In all Districts within the Order Limits

Works 13-17 as shown within the areas indicated on the Works Plans.

Work No. 13 – **Principal Drainage Works**

Work No. 14 – Principal Accesses

Accesses and associated works to facilitate access, including structural repairs and the installation of structures or apparatus associated with the access,

Work No. 15 – Principal Environmental Mitigation and Landscaping

Environmental mitigation includes works identified in the Environmental Statement and/or the management plans listed in Schedule 3, Requirement 6, which may include —

(a) ecological mitigation and enhancement; and

(b) landscaping mitigation and enhancement.

Work No. 16 – Principal Utility Diversions

Work No. 17 – Principal Public Right of Way Diversions

2. Such associated development not listed above, within the Order limits, as may be necessary or expedient for the purposes of or in connection with the construction or maintenance of the above Work Nos. or any of them, which may include —

(a) ramps, means of access, footpaths, bridleways, trackways and pontoons;

(b) embankment, bridge, aprons, abutments, foundations, retaining walls, drainage, wing walls, fencing and culverts;

(c) works to alter the position of apparatus, including construction and installation, decommissioning and partial removal and alteration of mains, sewers, drains, conductors and cables;

(d) works to alter the course of, or otherwise interfere with a watercourse, drainage works, attenuation ponds, and temporary culverts;

(e) landscaping, acoustic mitigation and other works to mitigate any adverse effects of the construction, maintenance, operation or use of the authorised development, together with means of access;

(f) tree and hedgerow planting and maintenance works;

(g) works for the benefit or protection of the environment including crop planting;

(h) works for the benefit or protection of land, structures, apparatus or equipment affected by the authorised development (including arcing horns, earthing and works for monitoring);

(i) works required for the strengthening, improvement, maintenance, or reconstruction of any streets and supporting structures;

(j) works to streets and any alteration, removal or installation of road furniture, including where required to facilitate the construction of temporary accesses;

(k) site preparation works, surveys, site clearance (including fencing, vegetation removal, demolition of existing buildings or structures and the creation of alternative footpaths), earthworks (including soilstripping and storage, site levelling, ground improvement);

(l) establishment of site construction compounds, temporary laydown and storage areas, temporary offices, temporary vehicle parking, construction fencing (including acoustic mitigation), perimeter enclosure, security fencing, construction related buildings, welfare facilities, construction and security and/or task lighting and haulage roads;

(m) establishment of launch pits and/or receiving pits to facilitate the use of trenchless techniques to install any underground electric line;

(n) temporary diversion of existing overhead electric line and associated works;

(o) upgrade of existing railway level crossing,

(p) temporary bridge crossing over the River Stour (Kent);

(q) wheel cleaning facilities;

(r) supervisory control and data acquisition communication equipment;

(s) installation of wires, cables, ducts (including for crossings of or by other assets), pipes and conductors, establishment of winching points and the installation of scaffolding;

(t) temporary cable burial equipment trials;

(u) cable protection;

(v) the construction of crossing structures over cables that are crossed by the marine HVDC cable;

(w) buoys, beacons, fenders and other navigational warning or ship impact protection works;

(x) drainage works; and

(y) such other works, including scaffolding, working sites storage areas, and works of demolition (which includes but is not limited to demolition of residential properties), as may be necessary or expedient for the purposes of or in connection with the construction of the authorised development and which do not give rise to any materially different environmental effects from those assessed in the Environmental Statement.

3. The grid coordinates for that part of the authorised development which is seaward of MHWS are specified below—

Table 1: Limits of deviation for marine cable area

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
1	52°9′ 51.024″	1°36′ 28.212″	386	51°19′ 2.627″	1°22′ 13.756″
2	52°9′ 51.022″	1°36′ 28.216″	387	51°19′ 2.181″	1°22′ 15.344″
3	52°9′ 50.697″	1°36′ 28.959″	388	51°18′ 56.818″	1°22′ 34.474″
4	52°9′ 46.458″	1°36′ 27.018″	389	51°18′ 49.449″	1°23′ 1.778″
5	52°9′ 45.864″	1°36′ 29.353″	390	51°18′ 49.422″	1°23′ 1.877″
6	52°9′ 44.063″	1°36′ 35.823″	391	51°18′ 42.071″	1°23′ 29.111″
7	52°9′ 42.206″	1°36 42.495″	392	51°18′ 26.101″	1°24′ 31.213″
8	52°9′ 37.403″	1°36′ 59.746″	393	51°18′ 10.122″	1°25′ 33.304″
9	52°9′ 10.971″	1°38′ 34.634″	394	51°18′ 9.106″	1°25′ 37.004″
10	52°9′ 9.934″	1°38′ 35.579″	395	51°18′ 8.090″	1°25′ 40.704″
11	52°9′ 9.080″	1°38′ 36.358″	396	51°18′ 7.108″	1°25′ 44.133″
12	52°8′ 54.481″	1°38′ 49.671″	397	51°18′ 6.125″	1°25′ 47.561″
13	52°8′ 54.129″	1°38′ 50.011″	398	51°18′ 5.649″	1°25′ 49.217″
14	52°8′ 25.709″	1°39′ 19.082″	399	51°18′ 5.173″	1°25′ 50.872″
15	52°8′ 17.615″	1°39′ 25.616″	400	51°18′ 4.772″	1°25′ 52.300″
16	52°7′ 52.944″	1°39′ 45.935″	401	51°18′ 4.371″	1°25′ 53.727″
17	52°7′ 38.010″	1°39′ 57.401″	402	51°18′ 3.998″	1°25′ 55.126″
18	52°7′ 26.814″	1°40′ 4.575″	403	51°18′ 3.651″	1°25′ 56.435″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
19	52°7′ 16.168″	1°40′ 5.285″	404	51°18′ 3.472″	1°25′ 57.133″
20	52°7′ 4.369″	1°40′ 3.703″	405	51°18′ 3.376″	1°25′ 57.519″
21	52°7′ 2.877″	1°40′ 4.411″	406	51°18′ 3.036″	1°25′ 58.904″
22	52°7′ 0.826″	1°40′ 3.228″	407	51°18′ 2.860″	1°25′ 59.658″
23	52°6′ 55.845″	1°40′ 2.560″	408	51°18′ 2.554″	1°26′ 1.034″
24	52°6′ 42.749″	1°39′ 57.501″	409	51°18′ 2.385″	1°26′ 1.834″
25	52°6′ 42.564″	1°39′ 57.437″	410	51°18′ 2.212″	1°26′ 2.702″
26	52°6′ 42.378″	1°39′ 57.373″	411	51°18′ 2.078″	1°26′ 3.405″
27	52°6′ 42.024″	1°39′ 57.264″	412	51°18′ 1.905″	1°26′ 4.366″
28	52°6′ 41.935″	1°39′ 57.236″	413	51°18′ 1.832″	1°26′ 4.786″
29	52°6′ 41.845″	1°39′ 57.209″	414	51°18′ 1.737″	1°26′ 5.345″
30	52°6′ 32.654″	1°39′ 55.091″	415	51°18′ 1.694″	1°26′ 5.605″
31	52°6′ 9.412″	1°39′ 49.072″	416	51°18′ 1.496″	1°26′ 6.828″
32	52°5′ 45.382″	1°39′ 43.448″	417	51°18′ 1.391″	1°26′ 7.490″
33	52°5′ 31.011″	1°39′ 40.928″	418	51°18′ 1.309″	1°26′ 8.011″
34	52°5′ 18.712″	1°39′ 39.029″	419	51°18′ 1.230″	1°26′ 8.518″
35	52°5′ 17.738″	1°39′ 38.850″	420	51°18′ 1.078″	1°26′ 9.502″
36	52°5′ 17.215″	1°39′ 38.823″	421	51°18′ 0.908″	1°26′ 10.610″
37	52°5′ 17.066″	1°39′ 38.793″	422	51°18′ 0.734″	1°26′ 11.758″
38	52°5′ 9.519″	1°39′ 38.487″	423	51°18′ 0.560″	1°26′ 12.921″
39	52°4′ 35.492″	1°39′ 33.308″	424	51°18′ 0.389″	1°26′ 14.078″
40	52°4′ 34.155″	1°39′ 33.285″	425	51°18′ 0.225″	1°26′ 15.209″
41	52°4′ 29.622″	1°39′ 33.815″	426	51°18′ 0.072″	1°26′ 16.298″
42	52°4′ 27.020″	1°39′ 34.841″	427	51°17′ 59.930″	1°26′ 17.340″
43	52°3′ 59.170″	1°39′ 54.185″	428	51°17′ 59.800″	1°26′ 18.331″
44	52°3′ 57.758″	1°39′ 54.643″	429	51°17′ 59.683″	1°26′ 19.277″
45	52°3′ 57.592″	1°39′ 54.385″	430	51°17′ 59.650″	1°26′ 19.551″
46	52°3′ 55.391″	1°39′ 51.057″	431	51°17′ 59.576″	1°26′ 20.183″
47	52°3′ 52.934″	1°39′ 48.506″	432	51°17′ 59.545″	1°26′ 20.458″
48	52°3′ 51.513″	1°39′ 47.565″	433	51°17′ 59.481″	1°26′ 21.049″
49	52°3′ 50.091″	1°39′ 46.623″	434	51°17′ 59.443″	1°26′ 21.404″
50	52°3′ 49.427″	1°39′ 46.288″	435	51°17′ 59.331″	1°26′ 22.524″
51	52°3′ 48.762″	1°39′ 45.952″	436	51°17′ 59.198″	1°26′ 23.940″
52	52°3′ 43.605″	1°39′ 44.121″	437	51°17′ 59.079″	1°26′ 25.259″
53	52°3′ 38.448″	1°39′ 42.290″	438	51°17′ 59.017″	1°26′ 25.962″
54	52°3′ 36.882″	1°39′ 41.989″	439	51°17′ 58.908″	1°26′ 27.254″
55	52°3′ 28.413″	1°39′ 41.712″	440	51°17′ 58.806″	1°26′ 28.555″
56	52°3′ 19.879″	1°39′ 41.433″	441	51°17′ 58.715″	1°26′ 29.843″
57	52°3′ 19.815″	1°39′ 41.431″	442	51°17′ 58.635″	1°26′ 31.140″
58	52°3′ 7.962″	1°39′ 41.347″	443	51°17′ 58.616″	1°26′ 31.495″
59	52°2′ 56.109″	1°39′ 41.263″	444	51°17′ 58.569″	1°26′ 32.416″
60	52°2′ 24.763″	1°39′ 42.407″	445	51°17′ 58.507″	1°26′ 33.760″
61	52°2′ 11.143″	1°39′ 37.346″	446	51°17′ 58.450″	1°26′ 35.058″
62	52°1′ 52.773″	1°39′ 30.312″	447	51°17′ 58.420″	1°26′ 35.759″
63	52°1′ 52.107″	1°39′ 30.107″	448	51°17′ 58.355″	1°26′ 37.353″
64	52°0′ 43.431″	1°39′ 13.834″	449	51°17′ 58.285″	1°26′ 39.138″
65	52°0′ 43.058″	1°39′ 13.760″	450	51°17′ 58.177″	1°26′ 42.077″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
66	52°0′ 38.767″	1°39′ 13.072″	451	51°17′ 58.065″	1°26′ 45.410″
67	52°0′ 1.481″	1°39′ 7.093″	452	51°17′ 57.994″	1°26′ 47.682″
68	51°59′ 8.364″	1°38′ 58.579″	453	51°17′ 57.888″	1°26′ 51.346″
69	51°58′ 4.958″	1°38′ 45.835″	454	51°17′ 57.839″	1°26′ 53.211″
70	51°57′ 24.627″	1°38′ 37.734″	455	51°17′ 57.769″	1°26′ 56.251″
71	51°56′ 55.039″	1°38′ 31.793″	456	51°18′ 10.936″	1°26′ 58.247″
72	51°55′ 54.858″	1°38′ 19.433″	457	51°18′ 11.214″	1°27′ 6.328″
73	51°55′ 9.629″	1°38′ 10.150″	458	51°18′ 11.599″	1°27′ 17.568″
74	51°54′ 45.460″	1°38′ 5.191″	459	51°18′ 12.089″	1°27′ 34.435″
75	51°54′ 35.061″	1°38′ 2.794″	460	51°18′ 12.579″	1°27′ 51.301″
76	51°54′ 24.662″	1°38′ 0.397″	461	51°18′ 12.855″	1°28′ 0.526″
77	51°54′ 23.031″	1°38′ 0.290″	462	51°18′ 13.131″	1°28′ 9.752″
78	51°54′ 1.179″	1°38′ 2.430″	463	51°18′ 18.656″	1°28′ 17.405″
79	51°53′ 39.328″	1°38′ 4.570″	464	51°18′ 21.391″	1°28′ 49.685″
80	51°53′ 26.614″	1°38′ 4.349″	465	51°18′ 22.379″	1°29′ 6.535″
81	51°53′ 14.807″	1°38′ 4.143″	466	51°18′ 24.798″	1°29′ 18.412″
82	51°53′ 14.411″	1°38′ 4.136″	467	51°18′ 27.551″	1°29′ 36.768″
83	51°53′ 13.521‴	1°38′ 4.270″	468	51°18′ 30.024″	1°29′ 54.112″
84	51°53′ 12.067″	1°38′ 4.385″	469	51°18′ 34.672″	1°30′ 10.865″
85	51°53′ 10.321″	1°38′ 4.755″	470	51°18′ 51.465″	1°30′ 29.126″
86	51°53′ 9.467″	1°38′ 4.936″	471	51°19′ 59.009″	1°31′ 42.633″
87	51°53′ 7.970″	1°38′ 5.253″	472	51°20′ 1.800″	1°31′ 42.227″
88	51°53′ 6.984″	1°38′ 5.591″	473	51°20′ 5.721″	1°31′ 40.284″
89	51°53′ 1.870″	1°38′ 7.648″	474	51°20′ 7.341″	1°31′ 39.982″
90	51°52′ 56.393″	1°38′ 10.111″	475	51°20′ 10.522″	1°31′ 40.953″
91	51°52′ 50.684″	1°38′ 12.197″	476	51°20′ 14.056″	1°31′ 43.686″
92	51°52′ 47.941″	1°38′ 13.434″	477	51°20′ 24.559″	1°31′ 47.656″
93	51°52′ 46.758″	1°38′ 13.985″	478	51°20′ 25.970″	1°31′ 49.039″
94	51°52′ 45.677″	1°38′ 14.534″	479	51°20′ 29.181″	1°31′ 52.187″
95	51°52′ 41.604″	1°38′ 15.590″	480	51°20′ 39.200″	1°32′ 8.762″
96	51°52′ 39.995″	1°38′ 16.285″	481	51°20′ 51.259″	1°32′ 31.175″
97	51°52′ 39.076″	1°38′ 16.904″	482	51°20′ 56.034″	1°32′ 39.915″
98	51°52′ 36.891″	1°38′ 19.129″	483	51°20′ 58.908″	1°32′ 43.274″
99	51°52′ 36.674″	1°38′ 19.508″	484	51°21′ 20.733″	1°32′ 58.413″
100	51°52′ 36.237″	1°38′ 20.421″	485	51°21′ 21.727″	1°32′ 58.982″
101	51°52′ 34.299″	1°38′ 24.224″	486	51°21′ 31.250″	1°33′ 3.342″
102	51°52′ 32.174″	1°38′ 28.241″	487	51°22′ 8.898″	1°33′ 31.804″
103	51°52′ 29.497″	1°38′ 41.918″	488	51°22′ 40.774″	1°34′ 21.429″
104	51°52′ 29.254″	1°38′ 43.497″	489	51°22′ 44.516″	1°34′ 25.729″
105	51°52′ 27.087″	1°39′ 2.546″	490	51°22′ 44.650″	1°34′ 25.880″
106	51°52′ 26.984″	1°39′ 6.026″	491	51°22′ 45.035″	1°34′ 26.278″
107	51°52′ 29.576″	1°39′ 54.917″	492	51°22′ 45.433″	1°34′ 26.641″
108	51°52′ 32.703″	1°40′ 27.274″	493	51°22′ 45.843″	1°34′ 26.967″
109	51°52′ 34.415″	1°40′ 42.540″	494	51°22′ 46.263″	1°34′ 27.255″
110	51°52′ 36.330″	1°40′ 57.465″	495	51°22′ 46.694″	1°34′ 27.505″
111	51°52′ 37.081″	1°41′ 6.346″	496	51°22′ 47.133″	1°34′ 27.715″
112	51°52′ 37.046″	1°41′ 8.500″	497	51°22′ 47.578″	1°34′ 27.886″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
113	51°52′ 21.894″	1°42′ 0.486″	498	51°22′ 47.756″	1°34′ 27.942″
114	51°52′ 6.716″	1°42′ 47.929″	499	51°22′ 53.988″	1°34′ 29.802″
115	51°51′ 52.313″	1°43′ 21.776″	500	51°22′ 54.261″	1°34′ 29.876″
116	51°51′ 46.345″	1°43′ 35.425″	501	51°22′ 54.716″	1°34′ 29.965″
117	51°51′ 37.930″	1°43′ 58.087″	502	51°22′ 55.173″	1°34′ 30.013″
118	51°51′ 29.513″	1°44′ 20.747″	503	51°22′ 55.631″	1°34′ 30.019″
119	51°51′ 22.397″	1°44′ 33.340″	504	51°22′ 56.088″	1°34′ 29.984″
120	51°51′ 14.299″	1°44′ 43.322″	505	51°22′ 56.544″	1°34′ 29.908″
121	51°50′ 39.589″	1°45′ 4.974″	506	51°22′ 56.996″	1°34′ 29.791″
122	51°50′ 26.046″	1°45′ 14.228″	507	51°22′ 57.443″	1°34′ 29.633″
123	51°50′ 12.743″	1°45′ 23.323″	508	51°22′ 57.884″	1°34′ 29.435″
124	51°50′ 12.417″	1°45′ 23.560″	509	51°22′ 58.317″	1°34′ 29.197″
125	51°49′ 58.283″	1°45′ 34.437″	510	51°22′ 58.741″	1°34′ 28.920″
126	51°49′ 28.626″	1°45′ 54.953″	511	51°22′ 59.154″	1°34′ 28.606″
127	51°49′ 13.775″	1°46′ 5.085″	512	51°22′ 59.556″	1°34′ 28.255″
128	51°48′ 44.008″	1°46′ 25.320″	513	51°22′ 59.737″	1°34′ 28.081″
129	51°48′ 23.543″	1°46′ 39.181″	514	51°23′ 5.870″	1°34′ 22.005″
130	51°48′ 10.890″	1°46′ 44.167″	515	51°23′ 28.073″	1°34′ 11.377″
131	51°48′ 1.426″	1°46′ 46.114″	516	51°23′ 43.030″	1°34′ 6.548″
132	51°47′ 56.726″	1°46′ 45.005″	517	51°23′ 58.269″	1°34′ 1.047″
133	51°47′ 50.929″	1°46′ 42.666″	518	51°24′ 18.161″	1°33′ 54.554″
134	51°47′ 48.489″	1°46′ 41.646″	519	51°24′ 26.552″	1°33′ 51.311″
135	51°47′ 45.780″	1°46′ 40.523″	520	51°24′ 41.830″	1°33′ 46.508″
136	51°47′ 35.887″	1°46′ 36.968″	521	51°24′ 57.605″	1°33′ 41.976″
137	51°47′ 6.370″	1°46′ 28.380″	522	51°25′ 10.378″	1°33′ 39.373″
138	51°46′ 38.729″	1°46′ 20.351″	523	51°25′ 19.738″	1°33′ 37.151″
139	51°46′ 37.060″	1°46′ 19.868″	524	51°25′ 25.834″	1°33′ 35.498″
140	51°46′ 34.877″	1°46′ 19.287″	525	51°25′ 36.822″	1°33′ 32.411″
141	51°46′ 34.582″	1°46′ 19.229″	526	51°25′ 48.880″	1°33′ 29.644″
142	51°46′ 34.146″	1°46′ 19.093″	527	51°25′ 54.674″	1°33′ 28.861″
143	51°46′ 33.557″	1°46′ 18.936″	528	51°26′ 0.014″	1°33′ 29.534″
144	51°46′ 30.748″	1°46′ 18.189″	529	51°26′ 17.234″	1°33′ 31.144″
145	51°46′ 30.664″	1°46′ 18.167″	530	51°26′ 34.360″	1°33′ 32.308″
146	51°46′ 30.536″	1°46′ 18.133″	531	51°26′ 35.658″	1°33′ 32.229″
147	51°46′ 30.501″	1°46′ 18.124″	532	51°26′ 42.032″	1°33′ 31.017″
148	51°46′ 28.142″	1°46′ 17.525″	533	51°26′ 47.025″	1°33′ 31.165″
149	51°46′ 27.956″	1°46′ 17.447″	534	51°26′ 53.928″	1°33′ 35.160″
150	51°46′ 27.448″	1°46′ 17.312″	535	51°26′ 56.736″	1°33′ 37.342″
151	51°46′ 26.251″	1°46′ 17.006″	536	51°26′ 59.235″	1°33′ 38.527″
152	51°46′ 22.962″	1°46′ 16.182″	537	51°27′ 7.621″	1°33′ 39.115″
153	51°46′ 22.287″	1°46′ 16.013″	538	51°27′ 8.932″	1°33′ 38.837″
154	51°46′ 21.238″	1°46′ 15.750″	539	51°27′ 13.492″	1°33′ 38.292″
155	51°46′ 20.357″	1°46′ 15.530″	540	51°27′ 18.401″	1°33′ 37.329″
156	51°46′ 19.283″	1°46′ 15.261″	541	51°27′ 19.041″	1°33′ 37.160″
157	51°46′ 10.789″	1°46′ 13.134″	542	51°27′ 21.415″	1°33′ 36.373″
158	51°45′ 54.419″	1°46′ 4.742″	543	51°27′ 33.297″	1°33′ 36.969″
159	51°45′ 24.692″	1°45′ 25.913″	544	51°27′ 40.117″	1°33′ 37.858″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
160	51°45′ 11.957″	1°45′ 5.743″	545	51°27′ 54.386″	1°33′ 39.701″
161	51°45′ 3.605″	1°44′ 36.083″	546	51°28′ 29.484″	1°33′ 45.871″
162	51°44′ 53.281″	1°43′ 45.786″	547	51°28′ 32.134″	1°33′ 46.316″
163	51°44′ 53.017″	1°43′ 44.673″	548	51°29′ 9.371″	1°33′ 49.500″
164	51°44′ 49.372″	1°43′ 31.199″	549	51°29′ 44.103″	1°33′ 52.073″
165	51°44′ 47.930″	1°43′ 27.618″	550	51°29′ 51.013″	1°33′ 52.676″
166	51°44′ 44.251″	1°43′ 21.127″	551	51°30′ 9.571″	1°33′ 54.294″
167	51°44′ 40.002″	1°43′ 13.725″	552	51°30′ 11.388″	1°33′ 53.781″
168	51°44′ 36.327″	1°43′ 8.412″	553	51°30′ 13.454″	1°33′ 53.547″
169	51°43′ 35.773″	1°42′ 17.154″	554	51°30′ 14.764″	1°33′ 52.897″
170	51°42′ 46.697″	1°41′ 31.855″	555	51°30′ 17.325″	1°33′ 51.626″
171	51°42′ 28.054″	1°41′ 14.537″	556	51°30′ 19.323″	1°33′ 50.132″
172	51°42′ 9.950″	1°40′ 57.649″	557	51°30′ 23.299″	1°33′ 45.878″
173	51°41′ 53.621″	1°40′ 39.411″	558	51°30′ 25.782″	1°33′ 42.380″
174	51°41′ 19.604″	1°40′ 2.227″	559	51°30′ 27.737″	1°33′ 39.973″
175	51°41′ 18.929″	1°40′ 1.564″	560	51°30′ 29.882″	1°33′ 37.406″
176	51°41′ 18.221″	1°40′ 0.943″	561	51°30′ 33.266″	1°33′ 33.733″
177	51°41′ 13.774″	1°39′ 57.045″	562	51°30′ 36.580″	1°33′ 31.977″
178	51°40′ 57.238″	1°39′ 42.551″	563	51°30′ 41.702″	1°33′ 34.284″
179	51°40′ 56.015″	1°39′ 41.682″	564	51°30′ 58.032″	1°33′ 46.372″
180	51°40′ 2.639″	1°39′ 11.953″	565	51°31′ 43.901″	1°34′ 20.979″
181	51°40′ 2.134″	1°39′ 11.701″	566	51°31′ 43.993″	1°34′ 21.047″
182	51°39′ 7.005″	1°38′ 47.364″	567	51°32′ 15.637″	1°34′ 44.162″
183	51°38′ 13.821″	1°38′ 24.719″	568	51°32′ 55.621″	1°35′ 14.279″
184	51°36′ 19.016″	1°37′ 22.343″	569	51°33′ 35.602″	1°35′ 44.411″
185	51°35′ 30.657″	1°36′ 46.420″	570	51°34′ 27.414″	1°36′ 23.011″
186	51°34′ 59.611″	1°36′ 20.335″	571	51°34′ 41.157″	1°36′ 34.329″
187	51°34′ 34.660″	1°35′ 59.787″	572	51°34′ 58.260″	1°36′ 48.519″
188	51°33′ 42.466″	1°35′ 20.899″	573	51°35′ 15.398″	1°37′ 1.171″
189	51°33′ 2.471″	1°34′ 50.763″	574	51°35′ 26.171″	1°37′ 9.240″
190	51°32′ 22.389″	1°34′ 20.578″	575	51°35′ 50.996″	1°37′ 27.791″
191	51°31′ 50.747″	1°33′ 57.469″	576	51°36′ 15.600″	1°37′ 46.179″
192	51°31′ 4.896″	1°33′ 22.882″	577	51°36′ 19.402″	1°37′ 49.987″
193	51°30′ 47.902″	1°33′ 10.306″	578	51°38′ 8.892″	1°38′ 49.494″
194	51°30′ 46.699″	1°33′ 9.595″	579	51°39′ 2.755″	1°39′ 12.466″
195	51°30′ 38.576″	1°33′ 5.937″	580	51°39′ 57.593″	1°39′ 36.683″
196	51°30′ 36.203″	1°33′ 5.457″	581	51°40′ 27.351″	1°39′ 53.259″
197	51°30′ 33.846″	1°33′ 6.110″	582	51°40′ 36.339″	1°39′ 58.267″
198	51°30′ 26.878″	1°33′ 9.804″	583	51°40′ 44.731″	1°40′ 1.916″
199	51°30′ 24.482″	1°33′ 11.841″	584	51°40′ 46.746″	1°40′ 4.067″
200	51°30′ 14.034″	1°33′ 24.734″	585	51°40′ 50.084″	1°40′ 5.927″
201	51°30′ 11.475″	1°33′ 27.384″	586	51°41′ 10.838″	1°40′ 24.122″
202	51°30′ 9.575″	1°33′ 28.326″	587	51°41′ 44.427″	1°41′ 0.842″
203	51°29′ 44.883″	1°33′ 26.177″	588	51°42′ 0.993″	1°41′ 19.347″
204	51°29′ 10.204″	1°33′ 23.614″	589	51°42′ 19.958″	1°41′ 37.090″
205	51°28′ 33.222″	1°33′ 20.457″	590	51°42′ 38.830″	1°41′ 54.623″
206	51°27′ 55.804″	1°33′ 13.891″	591	51°42′ 39.282″	1°41′ 55.013″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
207	51°27′ 35.191″	1°33′ 11.224″	592	51°43′ 14.418″	1°42′ 28.213″
208	51°27′ 34.005″	1°33′ 11.086″	593	51°43′ 49.825″	1°42′ 57.731″
209	51°27′ 20.964″	1°33′ 10.434″	594	51°44′ 12.510″	1°43′ 16.691″
210	51°27′ 19.070″	1°33′ 10.697″	595	51°44′ 23.970″	1°43′ 25.574″
211	51°27′ 16.077″	1°33′ 11.689″	596	51°44′ 31.855″	1°43′ 33.447″
212	51°27′ 12.087″	1°33′ 12.486″	597	51°44′ 35.073″	1°43′ 43.597″
213	51°27′ 7.037″	1°33′ 13.111″	598	51°44′ 44.830″	1°44′ 20.916″
214	51°27′ 4.772″	1°33′ 13.591″	599	51°45′ 0.786″	1°45′ 24.613″
215	51°27′ 2.568″	1°33′ 13.113″	600	51°45′ 6.581″	1°45′ 33.791″
216	51°27′ 0.726″	1°33′ 11.644″	601	51°45′ 14.201″	1°45′ 45.777″
217	51°27′ 0.083″	1°33′ 11.203″	602	51°45′ 45.415″	1°46′ 26.552″
218	51°26′ 59.869″	1°33′ 11.057″	603	51°45′ 48.072″	1°46′ 28.793″
219	51°26′ 52.636″	1°33′ 6.873″	604	51°45′ 49.501″	1°46′ 29.593″
220	51°26′ 47.656″	1°33′ 6.547″	605	51°46′ 6.477″	1°46′ 38.294″
221	51°26′ 39.535″	1°33′ 5.836″	606	51°46′ 7.688″	1°46′ 38.754″
222	51°26′ 37.534″	1°33′ 5.793″	607	51°46′ 16.083″	1°46′ 40.857″
223	51°26′ 35.785″	1°33′ 6.465″	608	51°46′ 24.477″	1°46′ 42.961″
224	51°26′ 32.255″	1°33′ 6.245″	609	51°46′ 34.366″	1°46′ 45.592″
225	51°26′ 17.984″	1°33′ 5.278″	610	51°47′ 3.447″	1°46′ 54.044″
226	51°26′ 3.627″	1°33′ 3.939″	611	51°47′ 32.528″	1°47′ 2.499″
227	51°25′ 53.970″	1°33′ 2.974″	612	51°47′ 42.125″	1°47′ 5.948″
228	51°25′ 47.145″	1°33′ 4.442″	613	51°47′ 46.568″	1°47′ 7.805″
229	51°25′ 25.893″	1°33′ 10.216″	614	51°47′ 46.903″	1°47′ 7.945″
230	51°25′ 11.657″	1°33′ 14.009″	615	51°47′ 46.968″	1°47′ 7.971″
231	51°24′ 50.218″	1°33′ 19.871″	616	51°47′ 50.078″	1°47′ 9.227″
232	51°24′ 34.276″	1°33′ 24.120″	617	51°47′ 50.937″	1°47′ 9.574″
233	51°24′ 17.499″	1°33′ 28.685″	618	51°47′ 52.471″	1°47′ 9.464″
234	51°24′ 11.596″	1°33′ 30.058″	619	51°47′ 52.960″	1°47′ 9.533″
235	51°24′ 10.391″	1°33′ 30.136″	620	51°47′ 53.458″	1°47′ 9.521″
236	51°23′ 25.342″	1°33′ 21.829″	621	51°47′ 54.029″	1°47′ 9.420″
237	51°22′ 5.760″	1°33′ 6.941″	622	51°47′ 55.904″	1°47′ 9.085″
238	51°22′ 0.566″	1°33′ 2.152″	623	51°48′ 0.768″	1°47′ 8.141″
239	51°21′ 46.470″	1°32′ 48.623″	624	51°48′ 4.663″	1°47′ 7.799″
240	51°21′ 40.758″	1°32′ 42.650″	625	51°48′ 12.188″	1°47′ 6.569″
241	51°21′ 38.222″	1°32′ 40.217″	626	51°48′ 15.112″	1°47′ 6.057″
242	51°21′ 37.528″	1°32′ 39.498″	627	51°48′ 18.538″	1°47′ 6.022″
243	51°21′ 36.343″	1°32′ 38.784″	628	51°48′ 20.556″	1°47′ 5.568″
244	51°21′ 26.694″	1°32′ 34.368″	629	51°48′ 21.825″	1°47′ 5.049″
245	51°21′ 25.238″	1°32′ 33.358″	630	51°48′ 22.775″	1°47′ 4.510″
246	51°21′ 7.029″	1°32′ 20.730″	631	51°48′ 24.034″	1°47′ 3.686″
247	51°21′ 3.475″	1°32′ 14.223″	632	51°48′ 25.492″	1°47′ 2.667″
248	51°20′ 51.007″	1°31′ 51.084″	633	51°48′ 26.464″	1°47′ 1.918″
249	51°20′ 40.112″	1°31′ 33.062″	634	51°48′ 27.326″	1°47′ 1.438″
250	51°20′ 38.524″	1°31′ 31.025″	635	51°48′ 40.720″	1°46′ 52.723″
251	51°20′ 31.921″	1°31′ 24.551″	636	51°48′ 43.979″	1°46′ 50.817″
252	51°20′ 29.550″	1°31′ 22.989″	637	51°48′ 54.507″	1°46′ 43.701″
253	51°20′ 10.305″	1°31′ 15.718″	638	51°48′ 57.044″	1°46′ 42.048″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
254	51°20′ 7.707″	1°31′ 15.425″	639	51°49′ 1.912″	1°46′ 38.847″
255	51°19′ 56.877″	1°31′ 17.002″	640	51°49′ 6.370″	1°46′ 35.928″
256	51°19′ 54.143″	1°31′ 14.414″	641	51°49′ 10.004″	1°46′ 33.590″
257	51°19′ 44.221″	1°31′ 2.941″	642	51°49′ 12.834″	1°46′ 31.843″
258	51°19′ 22.248″	1°30′ 37.476″	643	51°49′ 16.873″	1°46′ 29.085″
259	51°19′ 21.878″	1°30′ 37.071″	644	51°49′ 21.772″	1°46′ 25.496″
260	51°19′ 17.489″	1°30′ 32.556″	645	51°49′ 24.406″	1°46′ 23.459″
261	51°19′ 16.621″	1°30′ 29.330″	646	51°49′ 26.555″	1°46′ 21.854″
262	51°19′ 12.226″	1°30′ 8.241″	647	51°49′ 29.325″	1°46′ 19.779″
263	51°19′ 1.695″	1°29′ 13.708″	648	51°49′ 29.559″	1°46′ 19.610″
264	51°18′ 43.443″	1°27′ 41.147″	649	51°49′ 31.217″	1°46′ 18.481″
265	51°18′ 40.537″	1°27′ 26.469″	650	51°49′ 31.437″	1°46′ 18.271″
266	51°18′ 38.361″	1°27′ 15.755″	651	51°49′ 31.862″	1°46′ 17.852″
267	51°18′ 32.698″	1°27′ 5.361″	652	51°49′ 32.358″	1°46′ 17.408″
268	51°18′ 30.084″	1°27′ 0.160″	653	51°49′ 32.932″	1°46′ 16.938″
269	51°18′ 30.118″	1°26′ 57.986″	654	51°49′ 33.571″	1°46′ 16.448″
270	51°18′ 30.181″	1°26′ 55.230″	655	51°49′ 34.341″	1°46′ 15.980″
271	51°18′ 30.225″	1°26′ 53.549″	656	51°49′ 35.765″	1°46′ 15.044″
272	51°18′ 30.290″	1°26′ 51.267″	657	51°49′ 36.855″	1°46′ 14.279″
273	51°18′ 30.323″	1°26′ 50.175″	658	51°49′ 37.455″	1°46′ 13.868″
274	51°18′ 30.390″	1°26′ 48.030″	659	51°49′ 53.229″	1°46′ 3.357″
275	51°18′ 30.491″	1°26′ 45.023″	660	51°50′ 3.386″	1°45′ 57.066″
276	51°18′ 30.590″	1°26′ 42.309″	661	51°50′ 14.644″	1°45′ 50.122″
277	51°18′ 30.653″	1°26′ 40.695″	662	51°50′ 17.898″	1°45′ 48.283″
278	51°18′ 30.714″	1°26′ 39.222″	663	51°50′ 19.219″	1°45′ 47.266″
279	51°18′ 30.742″	1°26′ 38.573″	664	51°50′ 32.380″	1°45′ 38.269″
280	51°18′ 30.793″	1°26′ 37.391″	665	51°50′ 45.540″	1°45′ 29.271″
281	51°18′ 30.834″	1°26′ 36.490″	666	51°51′ 3.374″	1°45′ 18.151″
282	51°18′ 30.867″	1°26′ 35.852″	667	51°51′ 21.207″	1°45′ 7.028″
283	51°18′ 30.897″	1°26′ 35.349″	668	51°51′ 23.200″	1°45′ 5.226″
284	51°18′ 30.936″	1°26′ 34.783″	669	51°51′ 27.997″	1°44′ 59.315″
285	51°18′ 30.997″	1°26′ 34.003″	670	51°51′ 32.793″	1°44′ 53.403″
286	51°18′ 31.080″	1°26′ 33.025″	671	51°51′ 33.327″	1°44′ 52.613″
287	51°18′ 31.121″	1°26′ 32.549″	672	51°51′ 33.861″	1°44′ 51.824″
288	51°18′ 31.218″	1°26′ 31.480″	673	51°51′ 42.012″	1°44′ 37.399″
289	51°18′ 31.305″	1°26′ 30.548″	674	51°51′ 42.973″	1°44′ 35.314″
290	51°18′ 31.385″	1°26′ 29.745″	675	51°51′ 50.568″	1°44′ 14.870″
291	51°18′ 31.415″	1°26′ 29.468″	676	51°51′ 53.048″	1°43′ 57.342″
292	51°18′ 31.457″	1°26′ 29.110″	677	51°51′ 55.350″	1°43′ 54.404″
293	51°18′ 31.509″	1°26′ 28.685″	678	51°52′ 19.004″	1°43′ 5.199″
294	51°18′ 31.577″	1°26′ 28.165″	679	51°52′ 19.469″	1°43′ 4.305″
295	51°18′ 31.664″	1°26′ 27.524″	680	51°52′ 50.135″	1°41′ 19.585″
296	51°18′ 31.774″	1°26′ 26.743″	681	51°52′ 54.614″	1°40′ 13.491″
297	51°18′ 31.904″	1°26′ 25.844″	682	51°52′ 59.084″	1°39′ 7.393″
298	51°18′ 32.048″	1°26′ 24.868″	683	51°52′ 59.571″	1°39′ 1.476″
299	51°18′ 32.200″	1°26′ 23.855″	684	51°53′ 0.058″	1°38′ 55.559″
300	51°18′ 32.354″	1°26′ 22.839″	685	51°53′ 0.134″	1°38′ 54.840″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
301	51°18′ 32.505″	1°26′ 21.853″	686	51°53′ 0.271″	1°38′ 54.145″
302	51°18′ 32.648″	1°26′ 20.930″	687	51°53′ 0.467″	1°38′ 53.487″
303	51°18′ 32.776″	1°26′ 20.106″	688	51°53′ 0.717″	1°38′ 52.880″
304	51°18′ 32.844″	1°26′ 19.678″	689	51°53′ 1.017″	1°38′ 52.336″
305	51°18′ 33.011″	1°26′ 18.651″	690	51°53′ 1.427″	1°38′ 51.797″
306	51°18′ 33.048″	1°26′ 18.432″	691	51°53′ 1.743″	1°38′ 51.474″
307	51°18′ 33.143″	1°26′ 17.916″	692	51°53′ 24.971″	1°38′ 32.626″
308	51°18′ 33.276″	1°26′ 17.317″	693	51°53′ 39.441″	1°38′ 30.729″
309	51°18′ 33.476″	1°26′ 16.500″	694	51°54′ 1.604″	1°38′ 28.595″
310	51°18′ 33.569″	1°26′ 16.139″	695	51°54′ 23.190″	1°38′ 26.485″
311	51°18′ 33.788″	1°26′ 15.314″	696	51°54′ 43.236″	1°38′ 31.109″
312	51°18′ 34.007″	1°26′ 14.490″	697	51°56′ 53.011″	1°38′ 57.773″
313	51°18′ 34.650″	1°26′ 12.200″	698	51°59′ 6.470″	1°39′ 24.608″
314	51°18′ 35.549″	1°26′ 9.073″	699	52°0′41.276″	1°39′ 39.826″
315	51°18′ 37.685″	1°26′ 1.611″	700	52°1′ 49.429″	1°39′ 55.987″
316	51°18′ 39.919″	1°25′ 53.476″	701	52°2′ 5.757″	1°40′ 2.162″
317	51°18′ 47.920″	1°25′ 22.394″	702	52°2′ 19.229″	1°40′ 7.258″
318	51°19′ 11.908″	1°23′ 49.130″	703	52°2′ 38.252″	1°40′ 7.750″
319	51°19′ 22.775″	1°23′ 8.870″	704	52°2′ 41.321″	1°40′ 8.050″
320	51°19′ 26.409″	1°22′ 55.404″	705	52°2′ 56.146″	1°40′ 7.509″
321	51°19′ 30.327″	1°22′ 41.426″	706	52°3′ 19.680″	1°40′ 7.680″
322	51°19′ 31.196″	1°22′ 38.329″	707	52°3′ 35.762″	1°40′ 8.210″
323	51°19′32.3″N	1°22′34.6″E	708	52°3′ 44.620″	1°40′ 11.357″
324	51°19′37.1″N	1°22′28.8″E	709	52°3′ 45.442″	1°40′ 11.902″
325	51°19′37.2″N	1°22′28.0″E	710	52°3′ 46.491″	1°40′ 13.489″
326	51°19′38.3″N	1°22′27.2″E	711	52°3′ 47.702″	1°40′ 15.403″
327	51°19′38.7″N	1°22′26.9″E	712	52°3′ 48.441″	1°40′ 16.329″
328	51°19′39.1″N	1°22′27.0″E	713	52°3′ 49.181″	1°40′ 17.255″
329	51°19′38.5″N	1°22′26.7″E	714	52°3′ 50.490″	1°40′ 18.532″
330	51°19′37.9″N	1°22′26.9″E	715	52°3′ 53.685″	1°40′ 20.313″
331	51°19′37.1″N	1°22′27.7″E	716	52°3′ 57.051″	1°40′ 20.975″
332	51°19′35.8″N	1°22′26.8″E	717	52°3′ 59.607″	1°40′ 20.817″
333	51°19′ 34.829″	1°22′ 24.877″	718	52°4′ 3.162″	1°40′ 19.667″
334	51°19′ 34.802″	1°22′ 24.793″	719	52°4′ 4.762″	1°40′ 18.862″
335	51°19′ 33.482″	1°22′ 21.370″	720	52°4′ 32.139″	1°39′ 59.850″
336	51°19′ 33.191″	1°22′ 20.388″	721	52°4′ 34.649″	1°39′ 59.557″
337	51°19′ 32.987″	1°22′ 19.529″	722	52°5′ 8.283″	1°40′ 4.682″
338	51°19′ 32.941″	1°22′ 19.095″	723	52°5′ 33.094″	1°40′ 5.721″
339	51°19′ 32.964″	1°22′ 18.666″	724	52°5′ 55.307″	1°40′ 11.070″
340	51°19′ 33.103″	1°22′ 17.945″	725	52°6′ 11.802″	1°40′ 14.740″
341	51°19′ 33.472″	1°22′ 16.474″	726	52°6′ 39.189″	1°40′ 23.141″
342	51°19′ 33.505″	1°22′ 16.107″	727	52°6′ 52.695″	1°40′ 28.361″
343	51°19′ 33.460″	1°22′ 15.813″	728	52°6′ 53.902″	1°40′ 28.673″
344	51°19′ 33.360″	1°22′ 15.595″	729	52°7′ 15.334″	1°40′ 31.551″
345	51°19′ 32.982″	1°22′ 15.022″	730	52°7′ 28.843″	1°40′ 30.751″
346	51°19′ 32.919″	1°22′ 14.885″	731	52°7′ 31.480″	1°40′ 29.846″
347	51°19′ 31.947″	1°22′ 13.479″	732	52°7′ 37.837″	1°40′ 25.774″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
348	51°19′ 31.554″	1°22′ 13.299″	733	52°7′ 40.081″	1°40′ 22.840″
349	51°19′ 31.424″	1°22′ 13.172″	734	52°7′ 46.142″	1°40′ 18.870″
350	51°19′ 31.330″	1°22′ 13.012″	735	52°7′ 54.029″	1°40′ 14.183″
351	51°19′ 31.267″	1°22′ 12.781″	736	52°7′ 59.972″	1°40′ 9.621″
352	51°19′ 31.259″	1°22′ 12.516″	737	52°8′ 0.202″	1°40′ 9.437″
353	51°19′ 31.264″	1°22′ 12.493″	738	52°8′ 8.481″	1°40′ 2.552″
354	51°19′ 26.603″	1°22′ 5.757″	739	52°8′ 16.761″	1°39′ 55.667″
355	51°19′ 25.258″	1°22′ 3.868″	740	52°8′ 33.272″	1°39′ 42.342″
356	51°19′ 25.167″	1°22′ 3.741″	741	52°8′ 33.982″	1°39′ 41.695″
357	51°19′ 25.085″	1°22′ 3.626″	742	52°9′ 2.575″	1°39′ 12.451″
358	51°19′ 24.808″	1°22′ 3.225″	743	52°9′ 19.621″	1°38′ 58.526″
359	51°19′ 24.883″	1°22′ 0.411″	744	52°9′ 20.639″	1°38′ 57.375″
360	51°19′ 24.852″	1°22′ 0.351″	745	52°9′ 21.536″	1°38′ 55.985″
361	51°19′ 24.512″	1°21′ 59.398″	746	52°9′ 40.583″	1°38′ 21.585″
362	51°19′ 24.380″	1°21′ 59.113″	747	52°9′ 41.245″	1°38′ 20.216″
363	51°19′ 24.199″	1°21′ 58.859″	748	52°9′ 41.790″	1°38′ 18.717″
364	51°19′ 23.707″	1°21′ 58.339″	749	52°9′ 42.478″	1°38′ 16.503″
365	51°19′ 23.518″	1°21′ 58.053″	750	52°9′ 59.120″	1°37′ 15.816″
366	51°19′ 23.115″	1°21′ 56.959″	751	52°10′ 5.676″	1°36′ 51.897″
367	51°19′ 22.453″	1°21′ 55.626″	752	52°10′ 6.497″	1°36′ 48.902″
368	51°19′ 22.187″	1°21′ 55.159″	753	52°10′ 6.936″	1°36′ 47.300″
369	51°19′ 21.940″	1°21′ 54.813″	754	52°10′ 7.674″	1°36′ 44.608″
370	51°19′ 21.329″	1°21′ 54.081″	755	52°10′ 7.699″	1°36′ 44.514″
371	51°19′ 20.728″	1°21′ 53.247″	756	52°10′ 8.210″	1°36′ 42.649″
372	51°19′ 19.742″	1°21′ 52.317″	757	52°10′ 8.650″	1°36′ 41.044″
373	51°19′ 19.145″	1°21′ 51.535″	758	52°10′ 8.864″	1°36′ 40.262″
374	51°19′ 18.944″	1°21′ 51.363″	759	52°10′ 9.282″	1°36′ 38.739″
375	51°19′ 18.360″	1°21′ 50.981″	760	52°10′ 9.302″	1°36′ 38.664″
376	51°19′ 17.711″	1°21′ 50.413″	761	52°10′ 8.161″	1°36′ 38.074″
377	51°19′ 14.953″	1°22′ 1.124″	762	52°10′ 3.687″	1°36′ 35.840″
378	51°19′ 13.936″	1°22′ 0.539″	764	52°10′ 1.232″	1°36′ 34.433″
379	51°19′ 12.275″	1°21′ 59.585″	764	52°10′ 1.671″	1°36′ 33.128″
380	51°19′ 7.341″	1°21′ 56.750″	765	52°10′ 1.719″	1°36′ 32.950″
381	51°19′ 4.216″	1°22′ 8.087″	766	52°10′ 0.186″	1°36′ 32.072″
382	51°19′ 4.096″	1°22′ 8.515″	767	52°9′ 59.073″	1°36′ 31.526″
383	51°19′ 3.671″	1°22′ 10.031″	768	52°9 57.364″	1°36′ 30.852″
384	51°19′ 3.594″	1°22′ 10.305″	769	52°9′ 53.755″	1°36′ 29.252″
385	51°19′ 3.380″	1°22′ 11.069″	770	52°9′ 51.024″	1°36′ 28.212″

Table 2: Limits of deviation for access bridge and overhead cables over the River Stour

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
1	51° 18′ 58.905″	001° 19′ 35.189″	292	51° 19′ 1.006″	001° 18′ 38.515″
2	51° 18′ 58.742″	001° 19′ 34.839″	293	51° 19′ 1.018″	001° 18′ 38.646″
3	51° 18′ 59.071″	001° 19′ 34.295″	294	51° 19′ 1.038″	001° 18′ 38.869″
4	51° 18′ 59.187″	001° 19′ 34.118″	295	51° 19′ 1.061″	001° 18′ 39.093″
5	51° 18′ 59.370″	001° 19′ 33.816″	296	51° 19′ 1.090″	001° 18′ 39.312″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
6	51° 18′ 59.513″	001° 19′ 33.568″	297	51° 19′ 1.121″	001° 18′ 39.485″
7	51° 18′ 59.615″	001° 19′ 33.384″	298	51° 19′ 1.155″	001° 18′ 39.658″
8	51° 18′ 59.726″	001° 19′ 33.133″	299	51° 19′ 1.195″	001° 18′ 39.831″
9	51° 18′ 59.825″	001° 19′ 32.944″	300	51° 19′ 1.242″	001° 18′ 40.016″
10	51° 18′ 59.880″	001° 19′ 32.845″	301	51° 19′ 1.292″	001° 18′ 40.195″
11	51° 18′ 59.965″	001° 19′ 32.603″	302	51° 19′ 1.345″	001° 18′ 40.374″
12	51° 19′ 0.084″	001° 19′ 32.286″	303	51° 19′ 1.381″	001° 18′ 40.491″
13	51° 19′ 0.266″	001° 19′ 31.783″	304	51° 19′ 1.435″	001° 18′ 40.663″
14	51° 19′ 0.343″	001° 19′ 31.581″	305	51° 19′ 1.490″	001° 18′ 40.755″
15	51° 19′ 0.393″	001° 19′ 31.425″	306	51° 19′ 1.639″	001° 18′ 40.908″
16	51° 19′ 0.509″	001° 19′ 30.984″	307	51° 19′ 1.696″	001° 18′ 40.969″
17	51° 19′ 0.546″	001° 19′ 30.842″	308	51° 19′ 1.756″	001° 18′ 41.004″
18	51° 19′ 0.602″	001° 19′ 30.458″	309	51° 19′ 1.792″	001° 18′ 41.007″
19	51° 19′ 0.638″	001° 19′ 30.109″	310	51° 19′ 1.824″	001° 18′ 41.004″
20	51° 19′ 0.666″	001° 19′ 29.905″	311	51° 19′ 1.857″	001° 18′ 40.996″
21	51° 19′ 0.663″	001° 19′ 29.889″	312	51° 19′ 1.876″	001° 18′ 40.992″
22	51° 19′ 0.658″	001° 19′ 29.868″	313	51° 19′ 1.896″	001° 18′ 40.983″
23	51° 19′ 0.651″	001° 19′ 29.857″	314	51° 19′ 1.915″	001° 18′ 40.980″
24	51° 19′ 0.642″	001° 19′ 29.851″	315	51° 19′ 1.936″	001° 18′ 41.069″
25	51° 19′ 0.603″	001° 19′ 29.848″	316	51° 19′ 1.847″	001° 18′ 41.104″
26	51° 19′ 0.590″	001° 19′ 29.853″	317	51° 19′ 1.821″	001° 18′ 41.107″
27	51° 19′ 0.577″	001° 19′ 29.852″	318	51° 19′ 1.798″	001° 18′ 41.116″
28	51° 19′ 0.548″	001° 19′ 29.865″	319	51° 19′ 1.778″	001° 18′ 41.135″
29	51° 19′ 0.521″	001° 19′ 29.879″	320	51° 19′ 1.768″	001° 18′ 41.155″
30	51° 19′ 0.492″	001° 19′ 29.887″	321	51° 19′ 1.764″	001° 18′ 41.186″
31	51° 19′ 0.440″	001° 19′ 29.894″	322	51° 19′ 1.760″	001° 18′ 41.211″
32	51° 19′ 0.411″	001° 19′ 29.886″	323	51° 19′ 1.753″	001° 18′ 41.302″
33	51° 19′ 0.376″	001° 19′ 29.879″	324	51° 19′ 1.757″	001° 18′ 41.372″
34	51° 19′ 0.346″	001° 19′ 29.887″	325	51° 19′ 1.773″	001° 18′ 41.416″
35	51° 19′ 0.298″	001° 19′ 29.883″	326	51° 19′ 1.895″	001° 18′ 41.670″
36	51° 19′ 0.272″	001° 19′ 29.876″	327	51° 19′ 2.223″	001° 18′ 42.312″
37	51° 19′ 0.243″	001° 19′ 29.869″	328	51° 19′ 2.364″	001° 18′ 42.570″
38	51° 19′ 0.218″	001° 19′ 29.852″	329	51° 19′ 2.435″	001° 18′ 42.704″
39	51° 19′ 0.196″	001° 19′ 29.829″	330	51° 19′ 2.505″	001° 18′ 42.849″
40	51° 19′ 0.174″	001° 19′ 29.802″	331	51° 19′ 2.576″	001° 18′ 42.999″
41	51° 19′ 0.159″	001° 19′ 29.765″	332	51° 19′ 2.643″	001° 18′ 43.148″
42	51° 19′ 0.147″	001° 19′ 29.728″	333	51° 19′ 2.698″	001° 18′ 43.266″
43	51° 19′ 0.142″	001° 19′ 29.665″	334	51° 19′ 2.749″	001° 18′ 43.383″
44	51° 19′ 0.146″	001° 19′ 29.640″	335	51° 19′ 2.804″	001° 18′ 43.496″
45	51° 19′ 0.153″	001° 19′ 29.614″	336	51° 19′ 2.940″	001° 18′ 43.743″
46	51° 19′ 0.167″	001° 19′ 29.590″	337	51° 19′ 3.075″	001° 18′ 44.006″
47	51° 19′ 0.177″	001° 19′ 29.570″	338	51° 19′ 3.207″	001° 18′ 44.264″
48	51° 19′ 0.194″	001° 19′ 29.550″	339	51° 19′ 3.311″	001° 18′ 44.488″
49	51° 19′ 0.207″	001° 19′ 29.530″	340	51° 19′ 3.415″	001° 18′ 44.707″
50	51° 19′ 0.224″	001° 19′ 29.511″	341	51° 19′ 3.518″	001° 18′ 44.932″
51	51° 19′ 0.254″	001° 19′ 29.498″	342	51° 19′ 3.634″	001° 18′ 45.178″
52	51° 19′ 0.312″	001° 19′ 29.492″	343	51° 19′ 3.747″	001° 18′ 45.419″
53	51° 19′ 0.396″	001° 19′ 29.508″	344	51° 19′ 3.863″	001° 18′ 45.670″
54	51° 19′ 0.437″	001° 19′ 29.526″	345	51° 19′ 3.955″	001° 18′ 45.873″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
55	51° 19′ 0.476″	001° 19′ 29.550″	346	51° 19′ 4.049″	001° 18′ 46.076″
56	51° 19′ 0.514″	001° 19′ 29.578″	347	51° 19′ 4.134″	001° 18′ 46.294″
57	51° 19′ 0.551″	001° 19′ 29.617″	348	51° 19′ 4.224″	001° 18′ 46.559″
58	51° 19′ 0.618″	001° 19′ 29.664″	349	51° 19′ 4.268″	001° 18′ 46.696″
59	51° 19′ 0.646″	001° 19′ 29.702″	350	51° 19′ 4.325″	001° 18′ 46.876″
60	51° 19′ 0.662″	001° 19′ 29.713″	351	51° 19′ 4.384″	001° 18′ 47.061″
61	51° 19′ 0.678″	001° 19′ 29.720″	352	51° 19′ 4.444″	001° 18′ 47.241″
62	51° 19′ 0.694″	001° 19′ 29.710″	353	51° 19′ 4.488″	001° 18′ 47.389″
63	51° 19′ 0.705″	001° 19′ 29.696″	354	51° 19′ 4.533″	001° 18′ 47.532″
64	51° 19′ 0.705″	001° 19′ 29.680″	355	51° 19′ 4.577″	001° 18′ 47.680″
65	51° 19′ 0.742″	001° 19′ 29.414″	356	51° 19′ 4.621″	001° 18′ 47.859″
66	51° 19′ 0.802″	001° 19′ 29.010″	357	51° 19′ 4.658″	001° 18′ 48.037″
67	51° 19′ 0.852″	001° 19′ 28.709″	358	51° 19′ 4.675″	001° 18′ 48.124″
68	51° 19′ 0.890″	001° 19′ 28.428″	359	51° 19′ 4.680″	001° 18′ 48.146″
69	51° 19′ 0.929″	001° 19′ 28.167″	360	51° 19′ 4.695″	001° 18′ 48.221″
70	51° 19′ 0.948″	001° 19′ 27.838″	361	51° 19′ 4.729″	001° 18′ 48.378″
71	51° 19′ 0.980″	001° 19′ 27.411″	362	51° 19′ 4.763″	001° 18′ 48.541″
72	51° 19′ 1.003″	001° 19′ 26.932″	363	51° 19′ 4.794″	001° 18′ 48.698″
73	51° 19′ 1.023″	001° 19′ 26.572″	364	51° 19′ 4.845″	001° 18′ 48.970″
74	51° 19′ 1.030″	001° 19′ 26.324″	365	51° 19′ 4.867″	001° 18′ 49.106″
75	51° 19′ 1.061″	001° 19′ 25.701″	366	51° 19′ 4.896″	001° 18′ 49.260″
76	51° 19′ 1.085″	001° 19′ 25.197″	367	51° 19′ 4.911″	001° 18′ 49.383″
77	51° 19′ 1.092″	001° 19′ 25.052″	368	51° 19′ 4.920″	001° 18′ 49.410″
78	51° 19′ 1.138″	001° 19′ 24.353″	369	51° 19′ 4.926″	001° 18′ 49.431″
79	51° 19′ 1.155″	001° 19′ 24.080″	370	51° 19′ 4.938″	001° 18′ 49.458″
80	51° 19′ 1.220″	001° 19′ 22.834″	371	51° 19′ 4.953″	001° 18′ 49.485″
81	51° 19′ 1.271″	001° 19′ 21.831″	372	51° 19′ 4.972″	001° 18′ 49.502″
82	51° 19′ 1.305″	001° 19′ 21.306″	373	51° 19′ 5.017″	001° 18′ 49.536″
83	51° 19′ 1.365″	001° 19′ 20.349″	374	51° 19′ 5.042″	001° 18′ 49.543″
84	51° 19′ 1.390″	001° 19′ 19.932″	375	51° 19′ 5.065″	001° 18′ 49.539″
85	51° 19′ 1.401″	001° 19′ 19.664″	376	51° 19′ 5.269″	001° 18′ 49.544″
86	51° 19′ 1.440″	001° 19′ 18.846″	377	51° 19′ 5.418″	001° 18′ 49.548″
87	51° 19′ 1.467″	001° 19′ 17.782″	378	51° 19′ 5.477″	001° 18′ 49.548″
88	51° 19′ 1.147″	001° 19′ 17.704″	379	51° 19′ 5.473″	001° 18′ 49.745″
89	51° 19′ 1.168″	001° 19′ 17.552″	380	51° 19′ 5.415″	001° 18′ 49.745″
90	51° 19′ 1.488″	001° 19′ 17.639″	381	51° 19′ 5.264″	001° 18′ 49.734″
91	51° 19′ 1.534″	001° 19′ 17.116″	382	51° 19′ 5.183″	001° 18′ 49.734″
92	51° 19′ 1.564″	001° 19′ 16.860″	383	51° 19′ 5.154″	001° 18′ 49.726″
93	51° 19′ 1.636″	001° 19′ 16.152″	384	51° 19′ 5.122″	001° 18′ 49.724″
94	51° 19′ 1.899″	001° 19′ 13.758″	385	51° 19′ 5.095″	001° 18′ 49.738″
95	51° 19′ 1.984″	001° 19′ 12.927″	386	51° 19′ 5.069″	001° 18′ 49.762″
96	51° 19′ 2.126″	001° 19′ 12.033″	387	51° 19′ 5.048″	001° 18′ 49.791″
97	51° 19′ 2.262″	001° 19′ 11.206″	388	51° 19′ 5.031″	001° 18′ 49.831″
98	51° 19′ 2.297″	001° 19′ 10.996″	389	51° 19′ 5.017″	001° 18′ 49.866″
99	51° 19′ 2.444″	001° 19′ 10.056″	390	51° 19′ 5.010″	001° 18′ 49.902″
100	51° 19′ 2.526″	001° 19′ 9.571″	391	51° 19′ 5.005″	001° 18′ 49.938″
101	51° 19′ 2.572″	001° 19′ 9.306″	392	51° 19′ 5.000″	001° 18′ 50.005″
102	51° 19′ 2.661″	001° 19′ 8.780″	393	51° 19′ 5.005″	001° 18′ 50.072″
103	51° 19′ 2.711″	001° 19′ 8.499″	394	51° 19′ 5.016″	001° 18′ 50.140″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
104	51° 19′ 2.756″	001° 19′ 8.192″	395	51° 19′ 5.041″	001° 18′ 50.509″
105	51° 19′ 2.803″	001° 19′ 7.912″	396	51° 19′ 5.070″	001° 18′ 50.847″
106	51° 19′ 2.911″	001° 19′ 7.256″	397	51° 19′ 5.079″	001° 18′ 50.992″
107	51° 19′ 2.931″	001° 19′ 7.136″	398	51° 19′ 5.077″	001° 18′ 51.085″
108	51° 19′ 2.710″	001° 19′ 7.058″	399	51° 19′ 5.089″	001° 18′ 51.319″
109	51° 19′ 2.581″	001° 19′ 7.038″	400	51° 19′ 5.090″	001° 18′ 51.629″
110	51° 19′ 2.451″	001° 19′ 7.019″	401	51° 19′ 5.099″	001° 18′ 51.888″
111	51° 19′ 2.451″	001° 19′ 7.000″	402	51° 19′ 5.098″	001° 18′ 52.167″
112	51° 19′ 2.478″	001° 19′ 6.872″	403	51° 19′ 5.094″	001° 18′ 52.290″
113	51° 19′ 2.498″	001° 19′ 6.875″	404	51° 19′ 5.082″	001° 18′ 52.481″
114	51° 19′ 2.591″	001° 19′ 6.892″	405	51° 19′ 5.073″	001° 18′ 52.682″
115	51° 19′ 2.692″	001° 19′ 6.912″	406	51° 19′ 5.058″	001° 18′ 52.985″
116	51° 19′ 2.955″	001° 19′ 6.987″	407	51° 19′ 5.053″	001° 18′ 53.068″
117	51° 19′ 2.968″	001° 19′ 6.865″	408	51° 19′ 5.027″	001° 18′ 53.407″
118	51° 19′ 2.982″	001° 19′ 6.721″	409	51° 19′ 4.990″	001° 18′ 53.911″
119	51° 19′ 3.015″	001° 19′ 6.465″	410	51° 19′ 4.975″	001° 18′ 54.085″
120	51° 19′ 3.043″	001° 19′ 6.188″	411	51° 19′ 4.954″	001° 18′ 54.368″
121	51° 19′ 3.138″	001° 19′ 5.331″	412	51° 19′ 4.926″	001° 18′ 54.686″
122	51° 19′ 3.228″″	001° 19′ 4.568″	413	51° 19′ 4.848″	001° 18′ 55.399″
123	51° 19′ 3.259″	001° 19′ 4.250″	414	51° 19′ 4.809″	001° 18′ 55.727″
124	51° 19′ 3.394″	001° 19′ 2.937″	415	51° 19′ 4.551″	001° 18′ 57.967″
125	51° 19′ 3.441″	001° 19′ 2.516″	416	51° 19′ 4.482″	001° 18′ 58.592″
126	51° 19′ 3.502″	001° 19′ 1.973″	417	51° 19′ 4.461″	001° 18′ 58.761″
127	51° 19′ 3.565″	001° 19′ 1.358″	418	51° 19′ 4.310″	001° 19′ 0.305″
128	51° 19′ 3.616″	001° 19′ 0.912″	419	51° 19′ 4.219″	001° 19′ 1.229″
129	51° 19′ 3.655″	001° 19′ 0.568″	420	51° 19′ 4.109″	001° 19′ 2.280″
130	51° 19′ 3.685″	001° 19′ 0.312″	421	51° 19′ 4.055″	001° 19′ 2.793″
131	51° 19′ 3.911″	001° 18′ 58.297″	422	51° 19′ 3.947″	001° 19′ 3.762″
132	51° 19′ 3.950″	001° 18′ 57.928″	423	51° 19′ 3.859″	001° 19′ 4.557″
133	51° 19′ 4.016″	001° 18′ 57.303″	424	51° 19′ 3.794″	001° 19′ 5.167″
134	51° 19′ 4.099″	001° 18′ 56.570″	425	51° 19′ 3.751″	001° 19′ 5.515″
135	51° 19′ 4.207″	001° 18′ 55.621″	426	51° 19′ 3.729″	001° 19′ 5.741″
136	51° 19′ 4.252″	001° 18′ 55.284″	427	51° 19′ 3.688″	001° 19′ 6.136″
137	51° 19′ 4.333″	001° 18′ 54.463″	428	51° 19′ 3.671″	001° 19′ 6.285″
138	51° 19′ 4.343″	001° 18′ 54.334″	429	51° 19′ 3.696″	001° 19′ 6.312″
139	51° 19′ 4.365″	001° 18′ 54.150″	430	51° 19′ 3.770″	001° 19′ 6.343″
140	51° 19′ 4.379″	001° 18′ 53.991″	431	51° 19′ 3.886″	001° 19′ 6.367″
141	51° 19′ 4.393″	001° 18′ 53.847″	432	51° 19′ 3.872″	001° 19′ 6.501″
142	51° 19′ 4.400″	001° 18′ 53.698″	433	51° 19′ 3.785″	001° 19′ 6.510″
143	51° 19′ 4.418″	001° 18′ 53.410″	434	51° 19′ 3.756″	001° 19′ 6.503″
144	51° 19′ 4.423″	001° 18′ 53.244″	435	51° 19′ 3.733″	001° 19′ 6.491″
145	51° 19′ 4.436″	001° 18′ 53.013″	436	51° 19′ 3.711″	001° 19′ 6.489″
146	51° 19′ 4.446″	001° 18′ 52.895″	437	51° 19′ 3.688″	001° 19′ 6.498″
147	51° 19′ 4.445″	001° 18′ 52.791″	438	51° 19′ 3.668″	001° 19′ 6.512″
148	51° 19′ 4.450″	001° 18′ 52.048″	439	51° 19′ 3.651″	001° 19′ 6.536″
149	51° 19′ 4.451″	001° 18′ 51.918″	440	51° 19′ 3.637″	001° 19′ 6.566″
150	51° 19′ 4.454″	001° 18′ 51.691″	441	51° 19′ 3.626″	001° 19′ 6.607″
151	51° 19′ 4.443″	001° 18′ 51.375″	442	51° 19′ 3.619″	001° 19′ 6.653″
152	51° 19′ 4.445″	001° 18′ 51.205″	443	51° 19′ 3.614″	001° 19′ 6.694″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
153	51° 19′ 4.442″	001° 18′ 51.091″	444	51° 19′ 3.598″	001° 19′ 6.812″
154	51° 19′ 4.436″	001° 18′ 50.961″	445	51° 19′ 3.582″	001° 19′ 7.048″
155	51° 19′ 4.429″	001° 18′ 50.847″	446	51° 19′ 3.561″	001° 19′ 7.202″
156	51° 19′ 4.423″	001° 18′ 50.619″	447	51° 19′ 3.533″	001° 19′ 7.499″
157	51° 19′ 4.419″	001° 18′ 50.536″	448	51° 19′ 3.497″	001° 19′ 7.864″
158	51° 19′ 4.386″	001° 18′ 50.090″	449	51° 19′ 3.472″	001° 19′ 8.063″
159	51° 19′ 4.353″	001° 18′ 49.757″	450	51° 19′ 3.459″	001° 19′ 8.176″
160	51° 19′ 4.343″	001° 18′ 49.673″	451	51° 19′ 3.378″	001° 19′ 8.744″
161	51° 19′ 4.336″	001° 18′ 49.564″	452	51° 19′ 3.341″	001° 19′ 9.015″
162	51° 19′ 4.327″	001° 18′ 49.522″	453	51° 19′ 3.293″	001° 19′ 9.353″
163	51° 19′ 4.303″	001° 18′ 49.371″	454	51° 19′ 3.260″	001° 19′ 9.609″
164	51° 19′ 4.280″	001° 18′ 49.215″	455	51° 19′ 3.230″	001° 19′ 9.756″
165	51° 19′ 4.270″	001° 18′ 49.151″	456	51° 19′ 3.041″	001° 19′ 10.823″
166	51° 19′ 4.237″	001° 18′ 48.952″	457	51° 19′ 2.753″	001° 19′ 12.414″
167	51° 19′ 4.208″	001° 18′ 48.826″	458	51° 19′ 2.678″	001° 19′ 13.101″
168	51° 19′ 4.182″	001° 18′ 48.695″	459	51° 19′ 2.547″	001° 19′ 14.079″
169	51° 19′ 4.154″	001° 18′ 48.569″	460	51° 19′ 2.389″	001° 19′ 15.292″
170	51° 19′ 4.098″	001° 18′ 48.353″	461	51° 19′ 2.254″	001° 19′ 16.424″
171	51° 19′ 4.043″	001° 18′ 48.143″	462	51° 19′ 2.187″	001° 19′ 17.215″
172	51° 19′ 3.984″	001° 18′ 47.932″	463	51° 19′ 2.146″	001° 19′ 17.698″
173	51° 19′ 3.928″	001° 18′ 47.736″	464	51° 19′ 2.063″	001° 19′ 18.699″
174	51° 19′ 3.869″	001° 18′ 47.541″	465	51° 19′ 2.025″	001° 19′ 19.332″
175	51° 19′ 3.806″	001° 18′ 47.350″	466	51° 19′ 2.015″	001° 19′ 19.456″
176	51° 19′ 3.737″	001° 18′ 47.149″	467	51° 19′ 2.009″	001° 19′ 19.569″
177	51° 19′ 3.665″	001° 18′ 46.948″	468	51° 19′ 1.986″	001° 19′ 19.702″
178	51° 19′ 3.586″	001° 18′ 46.756″	469	51° 19′ 1.930″	001° 19′ 20.194″
179	51° 19′ 3.502″	001° 18′ 46.553″	470	51° 19′ 1.914″	001° 19′ 20.626″
180	51° 19′ 3.410″	001° 18′ 46.350″	471	51° 19′ 1.913″	001° 19′ 20.668″
181	51° 19′ 3.319″	001° 18′ 46.153″	472	51° 19′ 1.890″	001° 19′ 20.888″
182	51° 19′ 3.193″	001° 18′ 45.885″	473	51° 19′ 1.879″	001° 19′ 21.058″
183	51° 19′ 2.936″	001° 18′ 45.360″	474	51° 19′ 1.867″	001° 19′ 21.160″
184	51° 19′ 2.878″	001° 18′ 45.248″	475	51° 19′ 1.845″	001° 19′ 21.335″
185	51° 19′ 2.820″	001° 18′ 45.130″	476	51° 19′ 1.840″	001° 19′ 21.401″
186	51° 19′ 2.659″	001° 18′ 44.849″	477	51° 19′ 1.836″	001° 19′ 21.453″
187	51° 19′ 2.564″	001° 18′ 44.657″	478	51° 19′ 1.831″	001° 19′ 21.509″
188	51° 19′ 2.362″	001° 18′ 44.244″	479	51° 19′ 1.833″	001° 19′ 21.561″
189	51° 19′ 2.255″	001° 18′ 44.025″	480	51° 19′ 1.831″	001° 19′ 21.597″
190	51° 19′ 2.148″	001° 18′ 43.800″	481	51° 19′ 1.834″	001° 19′ 21.639″
191	51° 19′ 2.066″	001° 18′ 43.628″	482	51° 19′ 1.839″	001° 19′ 21.675″
192	51° 19′ 1.983″	001° 18′ 43.452″	483	51° 19′ 1.854″	001° 19′ 21.718″
193	51° 19′ 1.901″	001° 18′ 43.281″	484	51° 19′ 1.876″	001° 19′ 21.755″
194	51° 19′ 1.827″	001° 18′ 43.136″	485	51° 19′ 1.897″	001° 19′ 21.788″
195	51° 19′ 1.750″	001° 18′ 42.991″	486	51° 19′ 1.922″	001° 19′ 21.826″
196	51° 19′ 1.416″	001° 18′ 42.348″	487	51° 19′ 1.947″	001° 19′ 21.859″
197	51° 19′ 1.302″	001° 18′ 42.118″	488	51° 19′ 1.975″	001° 19′ 21.887″
198	51° 19′ 1.232″	001° 18′ 41.978″	489	51° 19′ 2.001″	001° 19′ 21.899″
199	51° 19′ 1.161″	001° 18′ 41.844″	490	51° 19′ 2.027″	001° 19′ 21.906″
200	51° 19′ 1.113″	001° 18′ 41.745″	491	51° 19′ 2.053″	001° 19′ 21.903″
201	51° 19′ 1.080″	001° 18′ 41.676″	492	51° 19′ 2.308″	001° 19′ 21.921″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
202	51° 19′ 0.986″	001° 18′ 41.464″	493	51° 19′ 2.336″	001° 19′ 21.930″
203	51° 19′ 0.856″	001° 18′ 41.592″	494	51° 19′ 2.395″	001° 19′ 21.948″
204	51° 19′ 0.659″	001° 18′ 41.678″	495	51° 19′ 2.430″	001° 19′ 21.950″
205	51° 19′ 0.656″	001° 18′ 41.609″	496	51° 19′ 2.469″	001° 19′ 21.964″
206	51° 19′ 0.654″	001° 18′ 41.517″	497	51° 19′ 2.507″	001° 19′ 21.987″
207	51° 19′ 0.862″	001° 18′ 41.444″	498	51° 19′ 2.542″	001° 19′ 22.005″
208	51° 19′ 0.956″	001° 18′ 41.350″	499	51° 19′ 2.586″	001° 19′ 22.044″
209	51° 19′ 0.859″	001° 18′ 40.954″	500	51° 19′ 2.630″	001° 19′ 22.089″
210	51° 19′ 0.738″	001° 18′ 40.429″	501	51° 19′ 2.674″	001° 19′ 22.139″
211	51° 19′ 0.684″	001° 18′ 40.167″	502	51° 19′ 2.749″	001° 19′ 22.253″
212	51° 19′ 0.644″	001° 18′ 39.978″	503	51° 19′ 2.846″	001° 19′ 22.378″
213	51° 19′ 0.607″	001° 18′ 39.789″	504	51° 19′ 2.807″	001° 19′ 22.474″
214	51° 19′ 0.574″	001° 18′ 39.600″	505	51° 19′ 2.757″	001° 19′ 22.424″
215	51° 19′ 0.547″	001° 18′ 39.407″	506	51° 19′ 2.710″	001° 19′ 22.353″
216	51° 19′ 0.523″	001° 18′ 39.220″	507	51° 19′ 2.679″	001° 19′ 22.304″
217	51° 19′ 0.503″	001° 18′ 39.027″	508	51° 19′ 2.651″	001° 19′ 22.261″
218	51° 19′ 0.472″	001° 18′ 38.746″	509	51° 19′ 2.623″	001° 19′ 22.228″
219	51° 19′ 0.450″	001° 18′ 38.491″	510	51° 19′ 2.592″	001° 19′ 22.195″
220	51° 19′ 0.443″	001° 18′ 38.377″	511	51° 19′ 2.566″	001° 19′ 22.172″
221	51° 19′ 0.437″	001° 18′ 38.268″	512	51° 19′ 2.538″	001° 19′ 22.149″
222	51° 19′ 0.426″	001° 18′ 38.081″	513	51° 19′ 2.509″	001° 19′ 22.137″
223	51° 19′ 0.426″	001° 18′ 38.071″	514	51° 19′ 2.458″	001° 19′ 22.108″
224	51° 19′ 0.413″	001° 18′ 37.951″	515	51° 19′ 2.394″	001° 19′ 22.077″
225	51° 19′ 0.407″	001° 18′ 37.837″	516	51° 19′ 2.366″	001° 19′ 22.060″
226	51° 19′ 0.400″	001° 18′ 37.717″	517	51° 19′ 2.337″	001° 19′ 22.047″
227	51° 19′ 0.394″	001° 18′ 37.593″	518	51° 19′ 2.305″	001° 19′ 22.040″
228	51° 19′ 0.395″	001° 18′ 37.345″	519	51° 19′ 2.276″	001° 19′ 22.032″
229	51° 19′ 0.393″	001° 18′ 37.278″	520	51° 19′ 2.250″	001° 19′ 22.036″
230	51° 19′ 0.395″	001° 18′ 37.211″	521	51° 19′ 2.221″	001° 19′ 22.039″
231	51° 19′ 0.394″	001° 18′ 37.138″	522	51° 19′ 2.143″	001° 19′ 22.038″
232	51° 19′ 0.400″	001° 18′ 37.040″	523	51° 19′ 2.065″	001° 19′ 22.043″
233	51° 19′ 0.409″	001° 18′ 36.943″	524	51° 19′ 2.013″	001° 19′ 22.039″
234	51° 19′ 0.415″	001° 18′ 36.840″	525	51° 19′ 1.961″	001° 19′ 22.051″
235	51° 19′ 0.421″	001° 18′ 36.773″	526	51° 19′ 1.912″	001° 19′ 22.084″
236	51° 19′ 0.426″	001° 18′ 36.701″	527	51° 19′ 1.875″	001° 19′ 22.127″
237	51° 19′ 0.428″	001° 18′ 36.634″	528	51° 19′ 1.847″	001° 19′ 22.182″
238	51° 19′ 0.434″	001° 18′ 36.542″	529	51° 19′ 1.823″	001° 19′ 22.242″
239	51° 19′ 0.443″	001° 18′ 36.454″	530	51° 19′ 1.805″	001° 19′ 22.288″
240	51° 19′ 0.448″	001° 18′ 36.362″	531	51° 19′ 1.794″	001° 19′ 22.333″
241	51° 19′ 0.458″	001° 18′ 36.233″	532	51° 19′ 1.771″	001° 19′ 22.487″
242	51° 19′ 0.468″	001° 18′ 36.110″	533	51° 19′ 1.743″	001° 19′ 22.676″
243	51° 19′ 0.479″	001° 18′ 35.982″	534	51° 19′ 1.722″	001° 19′ 23.057″
244	51° 19′ 0.502″	001° 18′ 35.725″	535	51° 19′ 1.596″	001° 19′ 25.347″
245	51° 19′ 0.555″	001° 18′ 35.212″	536	51° 19′ 1.575″	001° 19′ 25.966″
246	51° 19′ 0.616″	001° 18′ 34.669″	537	51° 19′ 1.539″	001° 19′ 26.532″
247	51° 19′ 0.647″	001° 18′ 34.392″	538	51° 19′ 1.510″	001° 19′ 26.995″
248	51° 19′ 0.713″	001° 18′ 33.870″	539	51° 19′ 1.493″	001° 19′ 27.247″
249	51° 19′ 0.351″	001° 18′ 33.740″	540	51° 19′ 1.459″	001° 19′ 27.771″
250	51° 19′ 0.371″	001° 18′ 33.595″	541	51° 19′ 1.433″	001° 19′ 28.100″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
251	51° 19′ 0.375″	001° 18′ 33.561″	542	51° 19′ 1.425″	001° 19′ 28.270″
252	51° 19′ 0.728″	001° 18′ 33.700″	543	51° 19′ 1.357″	001° 19′ 28.963″
253	51° 19′ 0.786″	001° 18′ 33.353″	544	51° 19′ 1.318″	001° 19′ 29.409″
254	51° 19′ 0.903″	001° 18′ 32.669″	545	51° 19′ 1.293″	001° 19′ 29.630″
255	51° 19′ 0.945″	001° 18′ 32.414″	546	51° 19′ 1.258″	001° 19′ 29.942″
256	51° 19′ 0.991″	001° 18′ 32.164″	547	51° 19′ 1.248″	001° 19′ 30.045″
257	51° 19′ 1.037″	001° 18′ 31.909″	548	51° 19′ 1.225″	001° 19′ 30.183″
258	51° 19′ 1.083″	001° 18′ 31.659″	549	51° 19′ 1.181″	001° 19′ 30.469″
259	51° 19′ 1.132″	001° 18′ 31.414″	550	51° 19′ 1.162″	001° 19′ 30.581″
260	51° 19′ 1.164″	001° 18′ 31.254″	551	51° 19′ 1.077″	001° 19′ 31.061″
261	51° 19′ 1.679″	001° 18′ 31.537″	552	51° 19′ 1.019″	001° 19′ 31.393″
262	51° 19′ 1.603″	001° 18′ 31.929″	553	51° 19′ 0.986″	001° 19′ 31.540″
263	51° 19′ 1.557″	001° 18′ 32.194″	554	51° 19′ 0.953″	001° 19′ 31.682″
264	51° 19′ 1.465″	001° 18′ 32.715″	555	51° 19′ 0.916″	001° 19′ 31.830″
265	51° 19′ 1.407″	001° 18′ 33.051″	556	51° 19′ 0.890″	001° 19′ 31.931″
266	51° 19′ 1.345″	001° 18′ 33.393″	557	51° 19′ 0.865″	001° 19′ 32.027″
267	51° 19′ 1.290″	001° 18′ 33.735″	558	51° 19′ 0.836″	001° 19′ 32.124″
268	51° 19′ 1.274″	001° 18′ 33.853″	559	51° 19′ 0.825″	001° 19′ 32.169″
269	51° 19′ 1.254″	001° 18′ 33.971″	560	51° 19′ 0.811″	001° 19′ 32.210″
270	51° 19′ 1.238″	001° 18′ 34.088″	561	51° 19′ 0.800″	001° 19′ 32.250″
271	51° 19′ 1.205″	001° 18′ 34.344″	562	51° 19′ 0.716″	001° 19′ 32.502″
272	51° 19′ 1.152″	001° 18′ 34.857″	563	51° 19′ 0.663″	001° 19′ 32.643″
273	51° 19′ 1.138″	001° 18′ 34.975″	564	51° 19′ 0.603″	001° 19′ 32.799″
274	51° 19′ 1.125″	001° 18′ 35.098″	565	51° 19′ 0.530″	001° 19′ 32.995″
275	51° 19′ 1.115″	001° 18′ 35.216″	566	51° 19′ 0.492″	001° 19′ 33.075″
276	51° 19′ 1.088″	001° 18′ 35.504″	567	51° 19′ 0.405″	001° 19′ 33.276″
277	51° 19′ 1.061″	001° 18′ 35.786″	568	51° 19′ 0.315″	001° 19′ 33.481″
278	51° 19′ 1.036″	001° 18′ 36.073″	569	51° 19′ 0.190″	001° 19′ 33.777″
279	51° 19′ 1.009″	001° 18′ 36.345″	570	51° 19′ 0.119″	001° 19′ 33.911″
280	51° 19′ 0.985″	001° 18′ 36.623″	571	51° 19′ 0.012″	001° 19′ 34.126″
281	51° 19′ 0.971″	001° 18′ 36.896″	572	51° 18′ 59.923″	001° 19′ 34.310″
282	51° 19′ 0.972″	001° 18′ 36.973″	573	51° 18′ 59.861″	001° 19′ 34.420″
283	51° 19′ 0.970″	001° 18′ 37.050″	574	51° 18′ 59.786″	001° 19′ 34.564″
284	51° 19′ 0.971″	001° 18′ 37.128″	575	51° 18′ 59.739″	001° 19′ 34.633″
285	51° 19′ 0.970″	001° 18′ 37.262″	576	51° 18′ 59.667″	001° 19′ 34.752″
286	51° 19′ 0.976″	001° 18′ 37.531″	577	51° 18′ 59.478″	001° 19′ 35.022″
287	51° 19′ 0.978″	001° 18′ 37.671″	578	51° 18′ 59.229″	001° 19′ 35.350″
288	51° 19′ 0.984″	001° 18′ 37.816″	579	51° 18′ 59.076″	001° 19′ 35.558″
289	51° 19′ 0.989″	001° 18′ 37.956″	580	51° 18′ 58.915″	001° 19′ 35.211″
290	51° 19′ 0.990″	001° 18′ 38.153″	581	51° 18′ 58.905″	001° 19′ 35.189″
291	51° 19′ 0.994″	001° 18′ 38.256″			

PART 2

ANCILLARY WORKS

Works, within the Order limits, which have been subject to an environmental impact assessment recorded in the environmental statement, comprising—

(a) temporary landing places, moorings, anchoring or other means of accommodating vessels in the construction and/or maintenance of the authorised development;

(b) buoys, beacons, fenders and other navigational warning or ship impact protection works; and

(c) temporary works for the benefit or protection of land or structures affected by the authorised project.

SCHEDULE 2

Article 2

PLANS

PART 1

ACCESS, RIGHTS OF WAY AND PUBLIC RIGHTS OF NAVIGATION PLANS

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Suffolk Regulation 5(2)(k) Key Plan 1 of 1 In the district of East Suffolk District Council	DCO/S/KP/SS/0600	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Suffolk Regulation 5(2)(k) Sheet 1 of 7 In the district of East Suffolk District Council	DCO/S/AC/PS/0601	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans - Suffolk Regulation 5(2)(k) Sheet 2 of 7 In the district of East Suffolk District Council	DCO/S/AC/PS/0602	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans - Suffolk Regulation 5(2)(k) Sheet 3 of 7 In the district of East Suffolk District Council	DCO/S/AC/PS/0603	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans - Suffolk Regulation 5(2)(k) Sheet 4 of 7 In the district of East Suffolk District Council	DCO/S/AC/PS/0604	C

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Suffolk Regulation 5(2)(k) Sheet 5 of 7 In the district of East Suffolk District Council	DCO/S/AC/PS/0605	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Suffolk Regulation 5(2)(k) Sheet 6 of 7 In the district of East Suffolk District Council	DCO/S/AC/PS/0606	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Suffolk Regulation 5(2)(k) Sheet 7 of 7 In the district of East Suffolk District Council	DCO/S/AC/PS/0616	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Suffolk Regulation 5(2)(k) Plan A In the district of East Suffolk District Council	DCO/S/AC/PS/0607	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Suffolk Regulation 5(2)(k) Plan B In the district of East Suffolk District Council	DCO/S/AC/PS/0608	C
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Kent Regulation 5(2)(k) Key plan 1 of 1 In the districts of Dover District Council and Thanet District Council	DCO/K/KP/SS/0609	B ver.2

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Kent Regulation 5(2)(k) Sheet 1 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/AC/PS/0610	B ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Kent Regulation 5(2)(k) Sheet 2 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/AC/PS/0611	B ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Kent Regulation 5(2)(k) Sheet 3 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/AC/PS/0612	B ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Kent Regulation 5(2)(k) Sheet 4 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/AC/PS/0613	B ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Kent Regulation 5(2)(k) Sheet 5 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/AC/PS/0614	B ver.2

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Access, Rights of Way and Public Rights of Navigation Plans – Kent Regulation 5(2)(k) Sheet 6 of 6 in the districts of Dover District Council and Thanet District Council	DCO/K/AC/PS/0615	B ver.2

PART 2

LAND PLANS

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(I)-(iii) Key Plan In the district of East Suffolk District Council	DCO/S/KPA/SS/0100	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 1 of 7 In the district of East Suffolk District Council	DCO/S/LP/PS/0101	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 2 of 7 In the district of East Suffolk District Council	DCO/S/LP/PS/0102	G
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 3 of 7 In the district of East Suffolk District Council	DCO/S/LP/PS/0103	G
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 4 of 7 In the district of East Suffolk District Council	DCO/S/LP/PS/0104	F

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 5 of 7 In the district of East Suffolk District Council	DCO/S/LP/PS/0105	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(I)(i)-(iii) Sheet 6 of 7 In the district of East Suffolk District Council	DCO/S/LP/PS/0106	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(I)(i)-(iii) Sheet 7 of 7 In the district of East Suffolk District Council	DCO/S/LP/PS/0119	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Key plan 1 of 1 In the districts of Dover District Council and Thanet District Council	DCO/K/KP/SS/0107	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 1 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/LP/PS/0108	F

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 2 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/LP/PS/0109	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii)Sheet 3 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/LP/PS/0110	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 4 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/LP/PS/0111	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 5 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/LP/PS/0112	F
The National Grid (Sea Link) Order PINS application number: EN020026 Land Plans Regulation 5(2)(i)(i)-(iii) Sheet 6 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/LP/PS/0113	F

PART 3

SPECIAL CATEGORY AND CROWN LAND PLANS

Drawing Title	*Drawing Number*	*Revision*

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plans - Suffolk Regulation 5(2)(i)(iv) and 5(2)(n) Key plan 1 of 1 In the district of East Suffolk District Council	DCO/S/KP/SS/0300	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Suffolk Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 1 of 6 In the district of East Suffolk District Council	DCO/S/CR/PS/0301	D
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Suffolk Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 2 of 6 In the district of East Suffolk District Council	DCO/S/CR/PS/0302	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Suffolk Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 3 of 6 In the district of East Suffolk District Council	DCO/S/CR/PS/0303	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Suffolk Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 4 of 6 In the district of East Suffolk District Council	DCO/S/CR/PS/0304	E

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan - Suffolk Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 5 of 6 In the district of East Suffolk District Council	DCO/S/CR/PS/0305	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Suffolk Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 6 of 6 In the district of East Suffolk District Council	DCO/S/CR/PS/0306	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plans – Kent Regulation 5(2)(i)(iv) and 5(2)(n) Key plan 1 of 1 In the districts of Dover District Council and Thanet District Council	DCO/K/KP/SS/0307	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Kent Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 1 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/CR/PS/0308	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan - Kent Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 2 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/CR/PS/0309	E

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Kent Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 3 of 6 In the districts of Dover District Council and Thanet District Council	CHANGEAPP/S/LRP/S/0118	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Kent Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 4 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/CR/PS/0311	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Kent Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 5 of 6 In the districts of Dover District Council and Thanet District Council	CHANGEAPP/S/LRP/S/0118	E
The National Grid (Sea Link) Order PINS application number: EN020026 Special Category and Crown Land plan – Kent Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 6 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/CR/PS/0313	E
The National Grid (Sea Link) Order PINS application number: EN020026 Crown Land plans – Offshore Regulation 5(2)(i)(iv) and 5(2)(n) Key plan In the districts of East Suffolk District Council, Dover District Council and Thanet District Council	DCO/M/KP/SS/0314	D

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Crown Land plans – Offshore Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 1 of 3 In the districts of East Suffolk District Council, Dover District Council and Thanet District Council	DCO/M/CR/PS/0315	D
The National Grid (Sea Link) Order PINS application number: EN020026 Crown Land plans – Offshore Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 2 of 3 In the districts of East Suffolk District Council, Dover District Council and Thanet District Council	DCO/M/CR/PS/0316	D
The National Grid (Sea Link) Order PINS application number: EN020026 Crown Land plans – Offshore Regulation 5(2)(i)(iv) and 5(2)(n) Sheet 3 of 3 In the districts of East Suffolk District Council, Dover District Council and Thanet District Council	DCO/M/CR/PS/0317	D

PART 4

TRAFFIC REGULATION ORDER PLANS

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Suffolk Regulation 5(2)(o) Key Plan 1 of 1 In the district of East Suffolk District Council	DCO/S/KP/SS/0500	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Suffolk Regulation 5(2)(o) Sheet 1 of 7 In the district of East Suffolk District Council	DCO/S/TR/PS/0501	A ver.2

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Suffolk Regulation 5(2)(o) Sheet 2 of 7 In the district of East Suffolk District Council	DCO/S/TR/PS/0502	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans - Suffolk Regulation 5(2)(o) Sheet 3 of 7 In the district of East Suffolk District Council	DCO/S/TR/PS/0503	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Suffolk Regulation 5(2)(o) Sheet 4 of 7 In the district of East Suffolk District Council	DCO/S/TR/PS/0504	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Suffolk Regulation 5(2)(o) Sheet 5 of 7 In the district of East Suffolk District Council	DCO/S/TR/PS/0505	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Suffolk Regulation 5(2)(o) Sheet 6 of 7 In the district of East Suffolk District Council	DCO/S/TR/PS/0506	A ver.2

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Suffolk Regulation 5(2)(o) Sheet 7 of 7 In the district of East Suffolk District Council	DCO/S/TR/PS/0516	A Ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans - Suffolk Regulation 5(2)(o) Plan A In the district of East Suffolk District Council	DCO/S/TR/PS/0507	A Ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans - Suffolk Regulation 5(2)(o) Plan B In the district of East Suffolk District Council	DCO/S/TR/PS/0508	A Ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Kent Regulation 5(2)(o) Key plan 1 of 1 In the districts of Dover District Council and Thanet District Council	DCO/K/KP/SS/0509	A Ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Kent Regulation 5(2)(o) Sheet 1 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TR/PS/0510	A

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Kent Regulation 5(2)(o) Sheet 2 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TR/PS/0511	A
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Kent Regulation 5(2)(o) Sheet 3 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TR/PS/0512	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Kent Regulation 5(2)(o) Sheet 4 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TR/PS/0513	A
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Kent Regulation 5(2)(o) Sheet 5 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TR/PS/0514	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Traffic Regulation Order Plans – Kent Regulation 5(2)(o) Sheet 6 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TR/PS/0515	A

PART 5

TREES AND HEDGEROWS TO BE REMOVED OR MANAGED PLANS

Drawing Title	*Drawing Number*	*Revision*

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Key Plan 1 of 1 In the district of East Suffolk District Council	DCO/S/KP/SS/1100	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Sheet 1 of 7 In the district of East Suffolk District Council	DCO/S/TH/PS/1101	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Sheet 2 of 7 In the district of East Suffolk District Council	DCO/S/TH/PS/1102	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Sheet 3 of 7 In the district of East Suffolk District Council	DCO/S/TH/PS/1103	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Sheet 4 of 7 In the district of East Suffolk District Council	DCO/S/TH/PS/1104	A ver.2

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Sheet 5 of 7 In the district of East Suffolk District Council	DCO/S/TH/PS/1105	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Sheet 6 of 7 In the district of East Suffolk District Council	DCO/S/TH/PS/1106	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Suffolk Regulation 5(2)(o) Sheet 7 of 7 In the district of East Suffolk District Council	DCO/S/TH/PS/1114	A
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Kent Regulation 5(2)(o) Key plan 1 of 1 In the districts of Dover District Council and Thanet District Council	DCO/K/KP/SS/1107	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Kent Regulation 5(2)(o) Sheet 1 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TH/PS/1108	A

Drawing Title	*Drawing Number*	*Revision*
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Kent Regulation 5(2)(o) Sheet 2 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TH/PS/1109	A
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Kent Regulation 5(2)(o) Sheet 3 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TH/PS/1110	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Kent Regulation 5(2)(o) Sheet 4 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TH/PS/1111	A
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Kent Regulation 5(2)(o) Sheet 5 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TH/PS/1112	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Trees and Hedgerows to be Removed or Managed Plans – Kent Regulation 5(2)(o) Sheet 6 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/TH/PS/1113	A

PART 6

WORKS PLANS

Drawing Title	Drawing Number	Revision

Drawing Title	Drawing Number	Revision
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Suffolk Regulation 5(2)(j) Key Plan 1 of 1 In the district of East Suffolk District Council	DCO/S/KP/SS/0400	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Suffolk Regulation 5(2)(j) Sheet 1 of 7 In the district of East Suffolk District Council	DCO/S/WK/PS/0401	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Suffolk Regulation 5(2)(j) Sheet 2 of 7 In the district of East Suffolk District Council	DCO/S/WK/PS/0402	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Suffolk Regulation 5(2)(j) Sheet 3 of 7 In the district of East Suffolk District Council	DCO/S/WK/PS/0403	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Suffolk Regulation 5(2)(j) Sheet 4 of 7 In the district of East Suffolk District Council	DCO/S/WK/PS/0404	C

Drawing Title	Drawing Number	Revision
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans -Suffolk Regulation 5(2)(j) Sheet 5 of 7 In the district of East Suffolk District Council	DCO/S/WK/PS/0405	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Suffolk Regulation 5(2)(j) Sheet 6 of 7 In the district of East Suffolk District Council	DCO/S/WK/PS/0406	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Suffolk Regulation 5(2)(j) Sheet 7 of 7 In the district of East Suffolk District Council	DCO/S/WK/PS/0418	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Kent Regulation 5(2)(j) Key Plan 1 of 1 In the districts of Dover District Council and Thanet District Council	DCO/K/KP/SS/0407	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Kent Regulation 5(2)(j) Sheet 1 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/WK/PS/0408	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Kent Regulation 5(2)(j) Sheet 2 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/WK/PS/0409	C

Drawing Title	Drawing Number	Revision
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Kent Regulation 5(2)(j) Sheet 3 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/WK/PS/0410	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Kent Regulation 5(2)(j) Sheet 4 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/WK/PS/0411	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Kent Regulation 5(2)(j) Sheet 5 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/WK/PS/0412	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Kent Regulation 5(2)(j) Sheet 6 of 6 In the districts of Dover District Council and Thanet District Council	DCO/K/WK/PS/0413	C
The National Grid (Sea Link) Order PINS application number: EN020026 Works plans – Offshore Regulation 5(2)(j) Key Plan 1 of 1 In the districts of East Suffolk District Council, Dover District Council and Thanet District Council	DCO/M/KP/SS/0417	A ver.2

Drawing Title	Drawing Number	Revision
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans - Offshore Regulation 5(2)(j) Sheet 1 of 3 In the district of East Suffolk District Council	DCO/M/WK/PS/0414	A ver.2
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Offshore Regulation 5(2)(j) Sheet 2 of 3	DCO/M/WK/PS/0415	A
The National Grid (Sea Link) Order PINS application number: EN020026 Works Plans – Offshore Regulation 5(2)(j) Sheet 3 of 3 In the districts of Dover District Council and Thanet District Council	DCO/M/WK/PS/0416	A ver.2

SCHEDULE 3

Article 3

REQUIREMENTS

Interpretation

1.—(1) In this Schedule unless the context requires otherwise—

"DESNZ unit" means a group or body set up by or on behalf of the Secretary of State for the purpose of providing any consent, agreement or approval required by requirements contained in development consent orders including the Requirements;

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

"discharging authority" means the body responsible for giving any consent, agreement or approval required by a requirement included in this Order (as set out in Schedule 20), or further to any document referred to in any requirement, or the local authority in the exercise of functions set out in sections 60 or 61 of the Control of Pollution Act 1974;

"limits of deviation" means the limits of deviation referred to in article 5 (limits of deviation);

"HGV" means lorries over 3.5 tonnes maximum gross weight but excluding abnormal indivisible loads;

"part" means a given geographical section, component or location of the authorised development;

"stage" means a defined stage of the authorised development, the extent of which is shown in a scheme submitted to the relevant planning authority pursuant to Requirement 4 (stages of the authorised development);

"start-up and close down activities" means—

(a) arrival and departure of workforce and staff at site and movement to and from places of work;

(b) general refuelling of plant;

(c) site inspections and safety checks;

(d) site meetings inspections and walkovers;

(e) site clean-up (site housekeeping that does not require the use of plant);

(f) general site maintenance; and

(g) low key maintenance and safety checking of plant and machinery.

(2) Where under any of the Requirements the approval or agreement of the relevant planning authority or the relevant highway authority is required, that approval or agreement must be given in writing.

(3) Where any Requirement requires the authorised development to be carried out in accordance or general accordance with matters including a plan, document, or details approved by the relevant planning authority, those matters are to be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority. Where any requirement provides that the authorised development or any part of it is to be carried out 'substantially in accordance' with details, or a scheme, plan or other document, this means that the undertaker will carry out such work(s) in a way that is substantially consistent with the information set out in those details, schemes, plans or other document or any subsequent version of the details, scheme, plan or document approved under a requirement and (where the purpose is to mitigate effects identified in the Environmental Statement) in a way that achieves their required mitigatory purpose

(4) Where an approval or agreement is required under the terms of any Requirement or a document referred to in a Requirement, or any Requirement specifies "unless otherwise approved" or "unless otherwise agreed" by the relevant highway authority or the relevant planning authority,

such approval or agreement may only be given in relation to minor or immaterial changes and where it has been demonstrated to the satisfaction of the relevant highway authority or the relevant planning authority that the subject matter of the approval or agreement sought will not give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement

(5) Unless otherwise provided in this Order, where a Requirement relates to a specific site or work and it specifies "commencement of development", it refers to the commencement of development on that site or in relation to that work only.

(6) From the date of receipt by the undertaker of written notice from the Secretary of State that the DESNZ unit has been established, for the purposes of—

(a) each Requirement in this Schedule 3 (requirements) or any document referred to in any requirement, the "relevant planning authority" or as the case may be the "relevant highway authority" shall mean either the DESNZ unit or the body that would otherwise have been the relevant planning authority or relevant highway authority if not for the establishment of the DESNZ unit; and

(b) Requirements 5 (management plans and commitments) and 6 (management plans to be approved) or any document referred to in those requirements, in respect of onshore works the "discharging authority" shall mean either the DESNZ unit or the body that would otherwise have been the discharging authority if not for the establishment of the DESNZ unit, for offshore works the "discharging authority" will be the relevant body stated in those requirements

in each case as identified by the undertaker pursuant to paragraph 1(1) of Schedule 4 (discharge of requirements).

Time Limits

2.—(1) The authorised development must be commenced within five years of the date of this Order.

(2) If any proceedings are begun to challenge the validity of this Order, the period specified in sub-paragraph (1) is extended by a period equivalent to the period beginning with the day the application to challenge is made and ending on the day it is withdrawn or finally determined.

(3) An application is not finally determined for the purposes of sub-paragraph (2) if any appeal in respect of the application—

(a) could be brought (ignoring any possibility of an appeal out of time with permission), or

(b) has been made and not withdrawn or finally determined.

Detailed Design

3.—(1) Suffolk Converter Station, Kent Converter Station and Kent Substation

(a) No construction of buildings included in Works Nos. 3B, 9B and 11 (Suffolk converter station, Kent converter station and Kent substation) may commence until details of the design, scale and external appearance of that building has been submitted and approved by the relevant planning authority. The details must be substantially in accordance with the relevant Key Design Principles. Design details for Works No.9B and 11 may only be approved following consultation with Historic England and Dover District Council.

(b) When discharging this requirement, the relevant planning authority must take into account that the undertaker must meet the Critical Design Constraints.

(c) In sub-paragraphs 3(1)(a) and 3(1)(b) and paragraph 3(3)(c), the Key Design Principles and Critical Design Constraints mean those set out in the relevant tables in the Design Principles – Suffolk and Design Principles – Kent, certified under article 60 (certification of documents). For avoidance of doubt, in sub-paragraphs 3(1)(a) and 3(1)(b) the construction of buildings does not include the construction of the platform or other elements of the authorised project that are not above finished ground level in the location of the buildings.

(d) In submitting the details set out in paragraph 3(1)(a), a statement must be included confirming that the detailed design has been reviewed by an independent design review panel and describing the actions taken by the undertaker in response to comments received.

(e) The authorised development must be carried out in accordance with the details approved or confirmed by the relevant planning authority further to sub-paragraphs (2)(a) and (2)(b).

(2) Suffolk Substation (Friston)

(a) Unless otherwise approved by the relevant planning authority, the Suffolk Substation (Work No 1B) will be constructed in accordance with the following details:

(i) Substation buildings will be clad in metal cladding using either cool sky tones, light/mid-range ground colours, and darker hedgerow/woodland elements. These colours would include RAL DESIGN 240 80 05, RAL DESIGN 110 60 20 or RAL DESIGN 120 50 05 or similar.

(ii) The roof cladding should match the colour of the uppermost wall cladding on the buildings.

(iii) The door colour should match the colour of the cladding around it.

(iv) Perimeter security fences would be coloured green (RAL DESIGN 110 60 20 or similar).

(b) Insofar as the details approved pursuant to Requirement 12 of SI 2022/433 are amended or if the East Anglia TWO or East Anglia ONE North projects do not progress as currently planned, then the relevant planning authority shall have regard to such circumstances when considering whether to approve otherwise pursuant to sub-paragraph (a).

(3) Bridge over the River Fromus

(a) Development of the bridge crossing of the River Fromus (part of Work No. 3a) must not commence until details of the design, layout, scale and external appearance of the bridge have been submitted to and approved by the relevant planning authority, following consultation with the Environment Agency and Suffolk County Council.

(b) The bridge over the River Fromus should be designed in accordance with the following parameters:

(i) the bridge shall not have a soffit height lower than 10.49 m Above Ordnance Datum (approximately 4m above the Q95 flow level);

(ii) abutments for the bridge shall be set back no less than 8m from the top of the bank; and

(iii) the bridge shall not have a deck width greater than 6m.

(c) The design details submitted under sub-paragraph (a) must be accompanied by a technical statement demonstrating how, recognising the minimum size parameters in sub-paragraph (b)(i) and (b)(ii), the Applicant has sought to reduce the scale of the bridge and achieve good design in accordance with the relevant key design principles and paragraphs 4.7.1 to 4.7.8 of the Overarching National Policy Statement for Energy (EN-1, 2023).

(d) Should the bridge design comprise a soffit height of less 12.49 m Above Ordnance Datum (approximately 6m above the Q95 flow level), then development of the bridge must not commence until a macro invertebrate monitoring and contingency plan has been submitted to and approved by the relevant planning authority, following consultation with the Environment Agency. The invertebrate monitoring and contingency plan must include:

(i) the requirement to carry out Water Framework Directive compliant surveys twice yearly (spring and autumn), upstream and downstream of the Fromus crossing for a period of five years following completion of the construction of the Fromus crossing.

(ii) principles of the contingency monetary fund set out in sub-paragraph (e) and criteria for when provision of the fund would be triggered.

(e) Following receipt and review of the monitoring results under sub-paragraph (d)(i), should the criteria in sub-paragraph (d)(ii) be exceeded, then a contingency fund would be provided to fund measures to encourage the passage of macro invertebrates around the Fromus crossing and/or enhancement of Water Framework Directive invertebrate habitat upstream of the Fromus crossing. This would be secured via an appropriate legal agreement.

(f) The development shall be carried out in accordance with the details approved by the relevant planning authority further to sub-paragraph 3(3)(a).

(4) No operational lighting may be installed as part of Work No. 3B, 9B or 11 until an Operational Lighting Management Plan for that stage of the works has been submitted and approved by the relevant planning authority, which must be substantially in accordance with the Outline Operational Lighting Management Plan. The lighting shall be installed and operated in accordance with the approved Operational Lighting Management Plan.

(5) If Work No. 1B is constructed as part of the Authorised Project, an Operational Lighting Management Plan will be submitted and approved by the relevant planning authority prior to the installation of operational lighting at the substation. The lighting shall be installed and operated in accordance with the approved Operational Lighting Management Plan.

Stages of the Authorised Development

4.—(1) Unless otherwise agreed with the relevant planning authority, written notice setting out the anticipated programme for the carrying out of pre-commencement operations must be given to the relevant planning authority no less than 28 days prior to the date on which those pre-commencement operations are first carried out.

(2) The authorised development may not commence until a written scheme setting out all stages of the authorised development has been submitted to the relevant planning authority.

(3) Any revisions to the written scheme referred to in sub-paragraph 4(2) above must be submitted to the relevant planning authority in advance of the commencement of the stage of the authorised development to which the revisions relate.

(4) Written notice of the completion of construction for each stage of the authorised development, and the operational use of that part of the authorised development, must be given to the relevant planning authority within 28 days of the relevant event being completed.

(5) The authorised development must be carried out in accordance with the written scheme submitted further to sub-paragraphs (2) or (3).

Management Plans and Commitments

5.—(1) The authorised development must be carried out in accordance with the management plans, schemes and strategies listed in sub-paragraph (2) below, unless otherwise agreed with the relevant planning authority or other discharging authority as may be appropriate to the relevant plan, scheme or strategy concerned.

(2) The plans, schemes and strategies referred to in sub-paragraph (1) comprise the following—

(a) Greenhouse Gas Reduction Strategy;

(b) Register of Environmental Actions and Commitments Section 1 (contained within Chapter 2 of Register of Environmental Actions and Commitments); and

(c) Skills, Supply Chain and Employment Plan.

(3) For the avoidance of doubt, all pre-commencement operations must be carried out in accordance with the plans listed in sub-paragraph (2), the outline management plans and drainage strategies listed in paragraph 6(1) below, and the outline overarching written schemes of investigation listed in paragraph 14(1) below unless otherwise agreed with the relevant planning authority or other discharging authority as may be appropriate to the relevant plan concerned.

Management Plans to be Approved

6.—(1) No stage of the authorised development may commence until, for that stage, the following plans as relevant to that stage have been submitted to and approved by the relevant planning authority or other discharging authority as may be appropriate to the relevant plan, scheme or strategy concerned (in consultation with the relevant district or county council, the Environment Agency in the case of the Onshore Construction Environmental Management Plan, Construction Noise and Vibration Management Plans, the Materials and Waste Management Plan, the Landscape and Ecological Management Plans and Drainage Management Plans and in consultation with the statutory nature conservation body in the case of the Landscape and Ecological Management Plans and Drainage Management Plans, and in consultation with the National Trust in relation to the Landscape and Ecological Management Plan - Kent)—

(a) Onshore Construction Environmental Management Plan (which must be substantially in accordance with the Outline Onshore Construction Environmental Management Plan);

(b) Construction Traffic Management and Travel Plan – Suffolk (which must be substantially in accordance with the Outline Construction Traffic Management and Travel Plan – Suffolk);

(c) Construction Traffic Management and Travel Plan – Kent (which must be substantially in accordance with the Outline Construction Traffic Management and Travel Plan – Kent);

(d) Air Quality Management Plan – Suffolk (which must be substantially in accordance with the Outline Air Quality Management Plan – Suffolk);

(e) Air Quality Management Plan – Kent (which must be substantially in accordance with the Outline Air Quality Management Plan – Kent);

(f) Landscape and Ecological Management Plan – Suffolk (which must be substantially in accordance with the Outline Landscape and Ecological Management Plan – Suffolk)

(g) Landscape and Ecological Management Plan – Kent (which must be substantially in accordance with the Outline Landscape and Ecological Management Plan – Kent);

(h) Construction Noise and Vibration Management Plan – Suffolk (which must be substantially in accordance with the Outline Construction Noise and Vibration Management Plan - Suffolk);

(i) Construction Noise and Vibration Management Plan – Kent (which must be substantially in accordance with the Outline Noise and Vibration Management Plan – Kent);

(j) Public Rights of Way Management Plan – Suffolk (which must be substantially in accordance with the Outline Public Rights of Way Management Plan- Suffolk)

(k) Public Rights of Way Management Plan – Kent (which must be substantially in accordance with the Outline Public Rights of Way Management Plan - Kent);

(l) Soil Management Plan – Suffolk (which must be substantially in accordance with the Outline Soil Management Plan - Suffolk);

(m) Soil Management Plan – Kent (which must be substantially in accordance with the Outline Soil Management Plan - Kent);

(n) Materials and Waste Management Plan - Suffolk (which must be substantially in accordance with the Outline Materials and Waste Management Plan – Suffolk and such approval to be given in consultation with the Environment Agency);

(o) Materials and Waste Management Plan - Kent (which must be substantially in accordance with the Outline Materials and Waste Management Plan – Kent and such approval to be given in consultation with the Environment Agency);

(p) Drainage Management Plan - Suffolk (which must be substantially in accordance with the Suffolk Drainage Strategy);

(q) Drainage Management Plan – Kent (which must be substantially in accordance with the Kent Drainage Strategy); and

(r) Flood Management Plan (FMP).

(2) The authorised development must be carried out in accordance with the relevant stage of the approved plans, schemes and strategies referred to in sub-paragraph (1) or with any amended plans, schemes or strategies that may subsequently be approved by the relevant planning authority or other discharging authority as may be appropriate to the relevant plan, scheme or strategy concerned unless otherwise agreed with the relevant planning authority or other discharging authority as may be appropriate.

(3) All landscaping must be carried out and maintained in accordance with the Landscape and Ecological Management Plans approved under sub-paragraph (1), and in accordance with the relevant recommendations of appropriate British Standards.

(4) Any tree or shrub planted as part of an approved Landscape and Ecological Management Plans that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless alternative timing or a different specimen is otherwise approved by the relevant planning authority.

Construction hours

7.—(1) Subject to sub-paragraphs 7(2), 7(3), 7(4) and 7(7) onshore construction work may only take place between 0700 and 1900 Monday to Friday and between 0700 and 1700 on Saturdays, Sundays and Bank Holidays (the core working hours), unless otherwise approved by the relevant planning authority. There will be no working on Bank Holidays in respect of Work No. 3B, Work No. 9B, and Work No. 11, except for the operations described in sub-paragraph (4) below or with the prior agreement of the relevant planning authority. In respect of those works, for Bank Holiday Mondays (meaning Easter Monday, the early May bank holiday, the Spring bank holiday, and the summer bank holiday) there will also be no working on the preceding Saturday or Sunday in each case.

(2) Percussive piling works are limited to 0700 to 1900 Monday to Friday and 0700 to 1700 on Saturdays and may not occur on Sundays or Bank Holidays, unless otherwise approved by the relevant planning authority.

(3) Subject to sub-paragraph (4), HGV deliveries are limited to 0700 to 1900 Monday to Friday and 0700 to 1700 on Saturdays and may not occur on Sundays or Bank Holidays, unless otherwise approved by the relevant highway authority.

(4) The following operations may take place outside the core working hours referred to in sub-paragraph (1)—

(a) trenchless crossing operations including at landfalls and beneath highways, railway lines, woodlands, nature reserves, Sites of Special Scientific Interest or watercourses;

(b) the installation and removal of conductors, pilot wires and associated protective netting across highways, railway lines or watercourses;

(c) the jointing of underground cables;

(d) the continuation of any work activity commenced during the core working hours to a point where they can securely and or safely be paused;

(e) delivery to the transmission works of abnormal loads and any highway works requested by the highway authority to be undertaken outside the core working hours;

(f) the testing or commissioning of any electrical plant installed as part of the authorised development including undertaking of any identified corrective activities;

(g) the completion of works delayed or held up by severe weather conditions which disrupted or interrupted normal construction activities;

(h) activity necessary in the instance of an emergency where there is a risk to persons or property;

(i) marine works (all works below the mean high water springs line);

(j) security monitoring;

(k) intrusive and non-intrusive surveys;

(l) mechanical and electrical installation works within buildings once erected and enclosed;

(m) any highway works requested by the highway authority to be undertaken outside the core working hours; and

(n) any railway works to be undertaken as part of the project on a Saturday, Sunday, Bank Holiday or outside the core working hours.

(5) The core working hours referred to in sub-paragraph (1) exclude start-up and close down activities up to 1 hour either side of the core working hours. A 50dBA noise limit will apply at the nearest noise-sensitive receptor for start-up and close down activities.

(6) The severe weather conditions referred to in sub-paragraph (4)(g) means any weather which prevents work from taking place during the core working hours referred to in sub-paragraph (1) and, as the case may be, the hours referred to in sub-paragraph (3) by reason of physical incapacity (whether for reasons of visibility, ground conditions, power availability, site access, wind or otherwise) or being contrary to safe working practices.

(7) In respect of Work No.1A and Work No. 1B, construction work may only take place between 0700 hours and 1900 hours Monday to Friday and 0700 hours and 1300 hours on Saturdays, with no activity on Sundays or bank holidays, except as specified in sub-paragraph (8). These working hours will also apply to those elements of Work No. 4, Work No. 13, Work No. 15 and Work No. 17 insofar as they are works required to construct, operate and/or mitigate the environmental impacts of Work No.1A and Work No.1B.

(8) Outside the hours specified in sub-paragraph (7), construction work may be undertaken for essential activities including but not limited to—

(a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring and the installation and removal of conductors, pilot wires and associated protective netting across highways or public footpaths;

(b) internal fitting out works associated with the substation;

(c) the completion of construction activities commenced during the approved working hours which cannot safely be stopped;

(d) the testing or commissioning of any electrical plant installed as part of the authorised development; and

(e) activity necessary in the instance of an emergency where there is a risk to persons or property.

(9) With the exception of activities undertaken in accordance with sub-paragraph (8)(e), the timing and duration of construction work undertaken in accordance with sub-paragraph (8) and, where works do not fall within sub-paragraphs (8)(a) to (8)(e), whether such works are essential, must be approved by the relevant planning authority in writing in advance, and must be carried out within the approved time.

Retention and protection of existing trees and hedgerows

8.—(1) No stage of the authorised development may commence until, for that stage, an Arboricultural Method Statement identifying the trees, groups of trees and hedgerows to be retained during that stage has been submitted to and approved by the relevant planning authority.

(2) The Statement referred to in sub-paragraph (1) must include—

(a) a schedule of all proposed tree and hedgerow removal and management;

(b) specification for temporary physical protection including clearly defined root protection areas to prevent damage / compaction of roots by machinery; and

(c) details of an auditable system of compliance.

(3) The relevant works in proximity to the protected tree or hedgerow must not commence until the approved protection measures referred to in sub-paragraph (2) are in place, and they must thereafter be maintained during the construction of the relevant stage of the authorised development.

(4) The authorised development must proceed in accordance with the Statement referred to in sub-paragraph 8(1) unless otherwise approved by the relevant planning authority.

Reinstatement schemes

9.—(1) Subject to sub-paragraph 9(2), any land within the Order limits which is used temporarily for construction is to be reinstated to a condition suitable for its former use, or such condition as the relevant planning authority may approve, within 12 months of completion of the construction of the stage of authorised development for which it was required, or such further time as may be approved by the relevant planning authority.

(2) The requirement to reinstate the land to a condition suitable for its former use is subject to the provisions of article 27 (temporary use of land for carrying out the authorised project).

Unsuspected contamination

10.—(1) In the event that contaminated land, including groundwater, is found at any time when carrying out the authorised development including any pre-commencement operations, which was not previously identified in the environmental statement, then no further development (unless otherwise approved in writing by the relevant authorities) shall be carried out within the identifiable perimeters of the area in which the suspected contamination is located. It must be reported as soon as reasonably practicable to the relevant planning authority, and where necessary, the Environment Agency, and the undertaker must complete a risk assessment of the contamination in consultation with the relevant planning authority, and where necessary, the Environment Agency.

(2) Where the undertaker determines that remediation of the contaminated land is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose must be submitted to and approved in writing by the relevant planning authority, following consultation with the Environment Agency.

(3) Remediation must be carried out in accordance with the approved scheme under sub-paragraph (2).

(4) Following the implementation of the remediation strategy approved under sub-paragraph (2), a verification report, based on the data collected as part of the remediation strategy and demonstrating the completion of the remediation measures must be produced and supplied to the relevant planning authority and the Environment Agency.

Removal of temporary bridges and culverts

11.—(1) Any temporary bridge or culvert required in connection with a part of the authorised development must be removed within eighteen months of that part of the authorised development being first brought into operational use, or such further time as may be approved by the relevant planning authority.

Highway works

12.—(1) No work to construct, alter or temporarily alter any new or existing means of access to a highway to be used by vehicular traffic may commence until written details of design, layout and reinstatement of that means of access has been submitted to and approved by the relevant highway authority.

(2) The highway accesses must be constructed and reinstated in accordance with the details approved under sub-paragraph (1).

(3) For the avoidance of doubt, all pre-commencement operations involving the construction or alteration of temporary accesses must be carried out in accordance with sub-paragraphs (1) and (2) unless otherwise agreed with the relevant highway authority.

Decommissioning

13.—(1) Excluding that part of the authorised development comprised in the licensed marine activities authorised pursuant to Schedule 16 (deemed marine licence), in the event that, at some future date, the authorised development, or part of it, is to be decommissioned, a written scheme of decommissioning must be submitted for approval by the relevant planning authority, in consultation with the Environment Agency, at least six months prior to any decommissioning works.

(2) The approved scheme must be implemented as approved as part of the decommissioning of the authorised development or relevant part of it.

(3) This requirement does not apply to the part of the authorised development and associated development described in Schedule 1 (authorised project) which relates to the dismantling and removal of existing infrastructure or apparatus.

Archaeology

14.—(1) The authorised development must be undertaken in accordance with the following documents as relevant to the location of the works unless otherwise agreed with the relevant planning authority:

(a) Outline Onshore Overarching Written Scheme of Investigation – Suffolk for onshore works within the county of Suffolk; and

(b) Outline Onshore Overarching Written Scheme of Investigation – Kent for onshore works within the county of Kent.

(2) No stage of the authorised development may commence, including any pre-commencement operations that involve intrusive groundworks which for the avoidance of doubt, includes any vegetation removal, where this removal includes intrusive groundworks until for that stage either a preservation in situ Historic Environment Management Plan or a site-specific written scheme of investigation (which accords with the relevant Overarching Written Scheme of Investigation and is informed by the pre-commencement archaeological surveys) has been submitted to and approved by the relevant planning authority, in consultation with Historic England.

(3) Site-specific written schemes of investigation must be in accordance with the outline written scheme of investigation and must identify areas where archaeological works are required and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found and must include—

(a) an assessment of significance and research questions;

(b) the programme of methodology of site investigation and reporting;

(c) the programme for post-investigation assessment;

(d) proposals for providing for the analysis of site investigation and recording;

(e) proposals for providing archive deposition of the analysis and records of the site investigation;

(f) nomination of a competent person or persons/organisation to undertake the works set out within the detailed written scheme of investigation; and

(g) an implementation timetable.

(4) All archaeological works, including any pre-commencement operations that involve intrusive groundworks which for the avoidance of doubt, includes any vegetation removal, where this removal includes intrusive groundworks must be carried out in accordance with the approved site-specific written scheme of investigation for that stage.

(5) Unless otherwise agreed with the relevant planning authority:

(a) No later than two years following the completion of the fieldwork specified in each site-specific written scheme of investigation, a site-specific post excavation assessment for that site must be completed in accordance with the Overarching Archaeological Written Scheme of Investigation and submitted to the relevant planning authority for approval;

(b) No later than one year following the approval of the final site-specific post excavation assessment, an archaeological updated project design for all sites, must be submitted to the relevant planning authority for approval. The archaeological updated project design must be produced in general accordance with the Overarching Archaeological Written Scheme of Investigation, include details of the scope of post-excavation analysis and publication and have regard to the site-specific research agendas set out in the site-specific written schemes of investigation;

(c) Post-excavation analysis and publication must be carried out in accordance with the approved archaeological updated project design;

(d) The full archaeological archive must be submitted to the relevant planning authority in accordance with the archaeological updated project design.

Restriction on carrying out works when consented in another order

15.—(1) Where any part of Work No.1B has been completed pursuant to another development consent order, those works must not be constructed under this Order, save where amendments to those works are required for the purposes of the Authorised Project.

Trenchless Landfall Techniques

16.—(1) In respect of installation of the landfall aspects of Work No.6, trenchless techniques shall be utilised between the onshore transition joint bay and the exit pits.

(2) No exit to trenchless landfall techniques must occur within 105m of saltmarsh habitat within Pegwell Bay.

(3) The temporary working area will be located at a minimum distance of 50m from the edge of the saltmarsh habitat within Pegwell Bay.

(4) No exit to trenchless landfall techniques must occur within 50m of MLWS at Leiston to Aldeburgh SSSI.

(5) No exit to trenchless landfall techniques must occur within 45m east of the continual Coralline Crag outcrop in Suffolk as identified in plate 2.3 of the Coralline Crag Technical Note.

(6) Pneumatic casing installation shall not be used below MHWS unless otherwise agreed in writing with the MMO, following provision of appropriate underwater noise assessment and agreement of any relevant mitigation proposals.

(7) No open-cut trenching will be permitted for the repair and maintenance of cables installed by trenchless techniques between the onshore transition joint bay and the exit pits unless otherwise approved by the relevant planning authority in consultation with the statutory nature conservation body.

Depth Protection

17.—(1) Subject to paragraph (2) below, any part of Work No.6, including any associated development or ancillary works, located within the Areas of Safeguarded Water Depth must be designed, installed, operated and maintained at a level which would not preclude or impede the dredging of those parts of the Areas of Safeguarded Water Depth to the following depths—

(a) "Sunk Pilot Boarding Area" to a level of 22 metres below Chart Datum;

(b) "Long Sand Head Two-Way Route Crossing Area" to a level of 12.5 metres below Chart Datum;

(c) "North East Spit Area" to a level of 12.5 metres below Chart Datum,

and in each case allowance shall be made for an 'over-dredge' tolerance of 0.5 metres in addition to the stated depths attributable to standard dredging methodology.

(2) In relation to any part of Work No.6 in the North East Spit Area, including any associated development or ancillary works, the depth protection required under sub-paragraph (1)(c), including the 0.5 metre over-dredge allowance, is to be preserved following the crossing of Work No.6 and the GridLink Interconnector Project cable(s) —

(a) by installing Work No.6 at a depth that provides sufficient vertical clearance for the GridLink Interconnector Project cable(s) to be laid over it without compromising the depth protection required by sub-paragraph (1)(c); and

(b) no part of Work No.6, including any associated development or ancillary works, is to be installed within the Sea Link exclusion area as shown on the Areas of Safeguarded Water Depth Plan.

River Stour Channel

18.—(1) No installation of the marine cables in Pegwell Bay may commence until a monitoring and contingency plan has been submitted to and approved by the Marine Management Organisation in consultation with the relevant planning authority and the Environment Agency.

(2) The marine and contingency plan will—

(a) set out monitoring proposals for the River Stour Channel within Pegwell Bay throughout the operational life of the cables. Monitoring will be undertaken annually for the first five years following installation of the cables after which the frequency and scope of monitoring will be reviewed in consultation with the Environment Agency; and

(b) set out actions that will be undertaken where monitoring demonstrates a need for potential remediation as a result of the River Stour channel migrating to within 50m of the installed cables. In such circumstances, and unless otherwise agreed with the Environment Agency, cable lowering would be the primary mitigation method and no mitigation would be proposed involving the use of sheet piling or dredging.

(3) Mitigation and remediation measures will be agreed with and approved by the Environment Agency prior to the undertaking of any remedial works.

Emergency Planning

19.—(1) No part of the relevant works may commence until the Suffolk Resilience Forum Radiation Emergency Plan has been reviewed to account for the relevant works or part thereof and reissued in accordance with the relevant Radiation Emergency Preparedness Regulations. The reissued Plan must include measures to—

(a) protect all members of the workforce engaged in any activity, work, or operation pursuant to any part of the authorised project, during a radiation emergency.

(b) minimise any interference, delay or hinderance arising from activities undertaken pursuant to the authorised project to the implementation of the Suffolk Resilience Forum Radiation Emergency Plan during a radiation emergency; and

(c) engage in bi-annual review of the Suffolk Resilience Radiation Emergency Plan with the Duty Holder following the reissuing of the Plan pursuant to sub-paragraph (1).

(2) Emergency planning arrangements specified within the Suffolk Resilience Forum Radiation Emergency Plan in respect of the relevant works must be implemented in relation to the relevant part of the relevant works, unless otherwise agreed with Suffolk County Council after consultation with the Sizewell Emergency Planning Consultative Committee and Suffolk Resilience Forum and, as appropriate, the Office for Nuclear Regulation.

(3) For the purposes of this requirement—

(a) "the relevant works" means—

(i) the onshore preparation works;

(ii) the Suffolk onshore works; and

(iii) to the extent that they are within the Sizewell B Outline Emergency Planning Zone, the offshore works; and

(b) "the relevant Radiation Emergency Preparedness Regulations" means the Radiation (Emergency Preparedness and Public Information) Regulations 2019;

(c) "the relevant Sizewell B Outline Emergency Planning Zone" means the Sizewell Outline Emergency Planning Zone detailed within the Suffolk Resilience Forum Radiation Emergency Plan; and

(d) "the Duty Holder" means "the Duty Holder" as defined within the Radiation (Emergency Preparedness and Public Information) Regulations 2019(a) as amended from time to time.

Reinstatement planting plan

20.—(1) Unless otherwise agreed with the relevant planning authority, no stage of the authorised development may be brought into operational use until, for that stage, a reinstatement planting plan for trees, groups of trees, woodlands and hedgerows to be reinstated during that stage has been submitted to and approved by the relevant planning authority.

(2) The reinstatement planting plan submitted under sub-paragraph (1) must include a schedule of trees, hedgerows or other plants or seedlings to be planted, noting numbers, species, sizes and planting density of any proposed planting or seedlings.

(3) The reinstatement planting plan submitted under sub-paragraph (1) must be in general accordance with the outline landscape and ecological management plan (or the final landscape and ecological management plan if approved pursuant to requirement 6). Reinstatement planting plan–implementation, compliance and replacement planting.

(4) Unless otherwise agreed with the relevant planning authority, all reinstatement planting works must be implemented at the earliest opportunity and no later than by the first available planting season after that part of the authorised development to which the reinstatement planting works apply is first brought into operational use.

(5) All reinstatement planting works must be carried out in accordance with the relevant reinstatement planting plan for that stage of the authorised development, unless otherwise approved by the relevant planning authority.

(6) All reinstatement planting works must be implemented, monitored and maintained in accordance with the 'Establishment Maintenance' prescriptions of the landscape and ecological management plan approved pursuant to requirement 6.

(7) Any trees or hedgerows planted as part of an approved reinstatement planting plan that, at any time within a period of five years after planting are removed, die or become in the opinion of the relevant planning authority seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless otherwise approved by the relevant planning authority.

Mitigation of Intra Project Cumulative Effects

21.—(1) Once detailed design is complete and detailed construction and programme information is available, the undertaker commits to undertaking a review of the intra-project cumulative effects assessment submitted with the application (as amended during the Examination) to consider:

(a) if the significant intra-project cumulative effects are still considered likely to occur;

(b) if they are still considered likely to occur, what additional appropriate mitigation measures may be applied to reduce their significance; and

(c) if no such mitigation measures are available, what additional appropriate offsetting measures may be applied following the mitigation hierarchy.

(2) Measures considered in 19(1) would be those that would meet the tests set out in paragraph 4.1.17 of the Overarching National Policy Statement for energy (EN-1) published on 6 January 2026, being measures that are necessary, relevant to planning, relevant to the development to be consented, enforceable, precise and reasonable in all other respects.

(3) Following the process set out in paragraph (1) the undertaker would share a draft report with the relevant planning authority and invite feedback on measures identified, providing a 21 day period for comment. The report would then be finalised, incorporating any alternative or additional measures that the undertaker agrees would meet the tests in paragraph (2) and including a timetable for the implementation of any measures identified in paragraph (1) if applicable. This final report would be shared with relevant planning authorities for information purposes.

(4) All measures detailed in the report will be implemented as detailed, unless otherwise agreed with the relevant planning authority.

Access to Pegwell Bay

22.—(1) Access to Pegwell Bay must be constructed in accordance with the following principles:

(a) vehicles and machinery must not directly traverse the edge of the concrete skirt. Access shall be via engineered ramps or temporary bridging structures designed to distribute weight and prevent direct contact with the skirt. Structures must be constructed from non-contaminating materials (e.g. geotextile-reinforced matting) and approved by an independent structural engineer prior to use;

(b) the hoverport area and all access points must be pre-assessed via non-invasive surveys to identify weak zones;

(c) vehicle movements shall be limited to designated structurally sound pathways within the apron, avoiding proximity to the bay edge by at least 5 meters unless bridged;

(d) all entry/exit points must incorporate wheel-wash facilities (non-toxic to marine environment and aquatic organisms) or decontamination zones to prevent tracking of materials from the pad into the bay.

(2) Prior to construction works that require vehicles to traverse the hoverport structure at Pegwell Bay, a report shall be submitted to the relevant planning authority for approval in consultation with the Environment Agency and the statutory nature conservation body setting out:

(a) the results of surveys carried out to include baseline surveys of the concrete skirt integrity, subsurface materials, and bay sediments;

(b) proposals for vehicle routing taking account of the surveys above and any relevant ecological surveys, particularly showing the extent of the saltmarsh habitat;

(c) a monitoring program to monitor the condition of the hoverport during construction. The monitoring program shall include details of the inspection frequency (which shall be at least monthly), techniques and sampling methods and trigger levels for action.

Control of operational noise

23.—(1) No part of Work Nos. 3B, 9B and 11 shall come into operation until an operational noise assessment has been submitted to and approved in writing by the relevant planning authority. The assessment shall—

(a) be based on the final specification and layout of plant and equipment;

(b) demonstrate compliance with the rating levels set out in sub paragraph (5); and

(c) identify any mitigation measures required to achieve compliance with those rating levels.

(2) No part of Work Nos. 3B, 9B and 11 may be brought into operation until a scheme for monitoring compliance with the rating levels specified in paragraph (6) in the event of a complaint, has been submitted to and approved in writing by the relevant planning authority. The scheme must be based on the principles set out in BS4142:2014+A1:2019.

(3) The development shall be operated in accordance with the approved assessment and any mitigation measures therein, which shall be implemented prior to operation and maintained for the lifetime of the development.

(4) The undertaker must undertake monitoring in accordance with the approved scheme in the event of a complaint and submit the results of the monitoring to the relevant planning authority.

(5) Where the monitoring undertaken pursuant to paragraph (4) demonstrates that the rating levels specified in paragraph (6) are exceeded, the undertaker must submit to the relevant planning authority for approval details of any further mitigation measures necessary to secure compliance with those rating levels. The approved mitigation measures must be implemented in accordance with the approved details.

(6) The rating level (LAr) of noise from the normal operation of the authorised development shall not exceed—

(a) 34 dB LAr for any fifteen-minute period between 23:00 and 07:00;

(b) 34 dB LAr for any one-hour period between 07:00 and 23:00 determined one metre free field external to any window or door of any existing permanent residential premises using the definitions and methods described in BS4142:2014+A1:2019.

Temporary drainage in Suffolk

24.—(1) No works forming part of the authorised development relating to Work No. 2 and Work No.5 as shown on Sheet 1 of the Works Plans – Suffolk only may commence until details of the temporary drainage solution which is referenced in Appendix A of Document 9.17.1 Suffolk Drainage Strategy as the 'temporary construction linear attenuation along haul road' have been submitted to and approved by Suffolk County Council in consultation with the Environment Agency.

(2) The works referred to in sub-paragraph (1) also include pre-commencement operations which are related to the relevant works and could increase surface water run-off.

SCHEDULE 4

Article 54

DISCHARGE OF REQUIREMENTS

Applications made under Requirements

1.—(1) Where notice has been received by the undertaker pursuant to paragraph 1(6) of Schedule 3 (requirements)—

(a) the undertaker may make an application for any consent, agreement or approval required by a Requirement (including consent, agreement or approval in respect of part of a Requirement) or any document referred to in any requirement to either, at the undertaker's discretion, the DESNZ unit or the body that would otherwise have been the relevant authority (being either the relevant planning authority, relevant highway authority or discharging authority pursuant to the Requirements, as appropriate) if not for the establishment of the DESNZ unit; and

(b) in the case of Requirements (including part of a Requirement) pursuant to which the undertaker has made such application to the DESNZ unit as the relevant authority the DESNZ unit must consult with the body that would otherwise have been the relevant authority as though it was named as a body to be consulted in that Requirement and such body shall be treated as a "Requirement consultee" for the purposes of this Schedule 4 (discharge of requirements).

(2) Where an application has been made to a relevant authority for any consent, agreement or approval required by a Requirement (including consent, agreement or approval in respect of part of a Requirement), the relevant authority must give notice to the undertaker of its decision on the application within a period of 35 days beginning with—

(a) where no further information is requested under paragraph 2, the day immediately following that on which the application is received by the authority;

(b) where further information is requested under paragraph 2, the day immediately following that on which further information has been supplied by the undertaker; or

(c) such longer period as may be agreed in writing by the undertaker and the relevant authority.

(3) Subject to sub-paragraph (4), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (2), the relevant authority is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) Where—

(a) an application has been made to the relevant authority for any consent, agreement or approval required by a Requirement included in this Order;

(b) the relevant authority does not determine such application within the period set out in sub-paragraph (2); and

(c) the application is accompanied by a report that considers it likely that the subject matter of the application is 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 taken to have been refused by the relevant authority at the end of that period.

Further information

2.—(1) Where an application has been made under paragraph 1(2) the relevant authority may request such reasonable further information from the undertaker as it considers is necessary to enable it to consider the application.

(2) If the relevant authority considers further information is necessary and the Requirement does not specify that consultation with a Requirement consultee is required, the relevant authority must,

within 7 days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the Requirement specifies that consultation with a Requirement consultee is required, the relevant authority must issue the consultation to the Requirement consultee within 5 days of receipt of the application and must notify the undertaker in writing specifying any further information requested by the Requirement consultee within 5 days of receipt of such a request and in any event within 21 days of receipt of the application.

(4) If the relevant authority does not give the notification mentioned in sub-paragraphs (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 treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 1(2) and in this paragraph.

Fees

3.—(1) Where an application is made to a relevant authority for any consent, agreement or approval required by a Requirement (including consent, agreement or approval in respect of part of a Requirement), other than when the relevant authority is the DESNZ unit, a fee must be paid to the relevant authority as follows—

(a) such fee as may be prescribed (under sections 303 and 333(2A) of the 1990 Act for the discharge of conditions attached to a planning permission); or

(b) a fee of £145 per request.

Appeals

4.—(1) The undertaker may appeal if—

(a) the relevant authority refuses an application for—

(i) any consent, agreement or approval required by a Requirement or any document referred to in any Requirement; or

(ii) any other consent, agreement or approval required under this Order,

or grants it subject to conditions to which the undertaker objects;

or does not determine such an application within the time period set out;

(b) having received a request for further information under paragraph 1(4) the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or

(c) having received any further information requested, the relevant 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 procedure for appeals is as follows –

(a) the undertaker must submit to the Secretary of State a copy of the application submitted to the relevant authority and any supporting documents which the undertaker may wish to provide ("the appeal documents");

(b) the undertaker must on the same day provide copies of the appeal documents to the relevant authority and the Requirement consultee (if applicable);

(c) as soon as is practicable after receiving the appeals documents the Secretary of State must appoint a person to determine the appeal ("the appointed person") and notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person must be sent;

(d) the relevant authority and the Requirement consultee (if applicable) may submit any written representations in respect of the appeal to the appointed person within 14 days beginning with the first day immediately following the date on which the appeal parties

are notified of the appointment of the appointed person 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;

(e) the appeal parties may make any counter-submissions to the appointed person within 14 days beginning with the first day immediately following the date of receipt of written representations pursuant to sub-paragraph (d) above; and

(f) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(3) If the appointed person considers that further information is necessary to consider the appeal, the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information must be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to the other appeal parties by the date specified by the appointed person.

(5) The appeal parties may submit written representations to the appointed person concerning matters contained in the further information.

(6) Any such representations must be submitted to the appointed person and made available to all appeal parties within 14 days of the date mentioned in sub-paragraph (3).

Outcomes of appeals

5.—(1) On an appeal under paragraph (4), the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant 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 the appointed person in the first instance.

(2) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed or set by the appointed person under this paragraph.

(3) The appointed person may proceed to a decision even though no written representations have been made within those time limits if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(4) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(5) Any consent, agreement or approval given by the appointed person pursuant to this Schedule is deemed to be an approval for the purpose of Schedule 3 (Requirements) as if it had been given by the relevant authority.

(6) The relevant 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) does not affect or invalidate the effect of the appointed person's determination.

(7) Except where a direction is given pursuant to sub-paragraph (8) requiring the costs of the appointed person to be paid by the relevant authority, the reasonable costs of the appointed person must be met by the undertaker.

(8) On application by the relevant 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.

(9) In considering whether to make any such direction as to the costs of the appeal parties and the terms on which it is made, the appointed person must have regard to the Planning Practice Guidance

published by the Department for Communities and Local Government or any circular or guidance which may from time to time replace it.

Interpretation of Schedule 4

6. In this Schedule—

"the appeal parties" means the relevant authority, the Requirement consultee and the undertaker;

"relevant authority" means the body responsible for giving any consent, agreement or approval under this schedule or relevant owner of a watercourse, sewer or drain as may be appropriate to the consent, agreement or approval sought; and

"requirement consultee" means any body named in a Requirement which is the subject of an appeal as a body to be consulted by the relevant authority in discharging that Requirement.

SCHEDULE 5

Article 11

STREETS SUBJECT TO STREET WORKS

(1) *Authority*	*(2)* *Streets subject to works*	*(3)* *Plan Reference*
Suffolk County Council	Thorpe Road	Sheet 6 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
	Leiston Road	Sheet 5 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
	Aldeburgh Road (A1094)	Sheet 4 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
	Snape Road	Sheet 3 and 4 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	Grove Road	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	School Road	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	Saxmundham Road	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	Kiln Lane	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	Redbarn Lane	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	B1119	Sheet 1 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	The Street (B1121)	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans- Suffolk
	Church Hill (B1119)	Sheet 1 of Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
	Main Road (B1121)	Sheet 1 and sheet 7of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
Kent County Council	Sandwich Road	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Ramsgate Road	Sheet 4 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Cottington Road	Sheet 3 of the Access, Rights of

(1) *Authority*	*(2)* *Streets subject to works*	*(3)* *Plan Reference*
		Way and Public Rights of Navigation Plans – Kent
	Cottington Lane	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Ebbsfleet Lane	Sheet 4 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	A256	Sheet 3 and 1 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Ebbsfleet Lane North	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Brook Lane	Sheet 3 and sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Jutes Lane	Sheet 4 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Marsh Farm Road	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
	Whitehouse Drove	Sheet 1 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent

SCHEDULE 6

Article 14

STREETS SUBJECT TO ALTERATION OF LAYOUT

PART 1

STREETS SUBJECT TO PERMANENT ALTERATION OF LAYOUT

Suffolk County Council

(1) *Street Subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*
Saxmundham Road	At access point S-AP-12 a permanent bellmouth will be created (as shown on Suffolk Sheet 2) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.
B1121 (Main Road)	At access point S-AP-14 a permanent bellmouth will be created (as shown on Suffolk Sheet 1) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.
B1119	At access points S-MAP-4 and S-MAP-5 permanent bellmouths will be created (as shown on Suffolk Sheet 1) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required for each bellmouth.
Aldeburgh Road (A1094)	At access point S-EAP-1 a permanent bellmouth will be created improving the existing agricultural access (as shown on Suffolk Sheet 4) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.

Kent County Council

(1) *Street Subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Kent*
A256	At access points K-AP-5 and K-EAP-1 permanent bellmouths will be created (as shown on Kent Sheet 3 and Sheet 6) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.

(1) *Street Subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Kent*
Ebbsfleet Lane (North)	The permanent bellmouth to be installed at access point K-AP-5 that will cross Ebbsfleet Lane (North) and block access to an informal turning head at the end of the lane. A new turning head is proposed further north allowing vehicles to turn at the dead end.

PART 2

STREETS SUBJECT TO TEMPORARY ALTERATION OF LAYOUT

Suffolk County Council

(1) *Street Subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans*
Leiston Road	At access point S-AP-2 and S-AP-3 temporary bellmouths will be created (as shown on Suffolk Sheet 5) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.
Snape Road	At access point S-AP-5 and S-AP-6 temporary bellmouths will be created (as shown on Suffolk Sheet 3) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.
Grove Road	At access point S-AP-8 and S-AP-9 temporary bellmouths will be created (as shown on Suffolk Sheet 2) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.

Kent County Council

(1) *Street Subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans*
Ebbsfleet Lane South	At access point K-AP-4 a temporary bellmouth will be created (as shown on Kent Sheet 4) to enable access/egress. This will comprise of the installation of a new road surface, white lining, kerbing and a suitable drainage system, where required.

SCHEDULE 7

Article 16

STREETS OR PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP

PART 1

STREETS OR PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP FOR WHICH A DIVERSION IS TO BE PROVIDED

(1) *Area*	*(2)* *Street or public right of way to be permanently stopped up*	*(3)* *Extent of permanent stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans*	*(4)* *New street or public right of way to be substituted as shown on the Access, Rights of Way and Public Rights of Navigation Plans*
Suffolk County Council	PRoW - Route 6 E-354/006/0	Between points S/PR/CP/03 and S/PR/CP/04 as shown on Suffolk Sheet 2	From S/PR/CP/03, east then south to S/PR/D/05, south then south west to S/PR/D/06, south west using existing PRoW E-354/007/0 to S/PR/D/07, north west to S/PR/CP/04 as shown on Suffolk Sheet 2
	PRoW - Route 5 E-491/005/0	Between points S/PR/CP/02 and S/PR/CP/01 as shown on Suffolk Sheet 1	Eastern and western diversions to be provided: From S/PR/CP/02, south to S/PR/D/03, north east to S/PR/0060.1/b, west to S/PR/CP/01 as shown on Suffolk Sheet 1 From S/PR/CP/02, west then north to S/PR/D/02, east to S/PR/CP/01 as shown on Suffolk Sheet 1
Kent County Council	Ebbsfleet Lane (North)	Between points K/RO/0027.4/a and K/RO/0027.4/b as shown on Kent Sheet 3	Existing turning head to be removed and replaced with a new turning head to the north of access point K-AP-5 as shown on Kent Sheet 3
	Cycle way and footway adjacent to Richborough Way	Between points K/CY/0027.1/a and K/CY/0027.1/b as shown on Kent Sheet 3	Between points K/CY/0027.1/a and K/CY/0027.1/b via the diversion line as

(1) *Area*	*(2)* *Street or public right of way to be permanently stopped up*	*(3)* *Extent of permanent stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans*	*(4)* *New street or public right of way to be substituted as shown on the Access, Rights of Way and Public Rights of Navigation Plans*
			shown on Kent Sheet 3

SCHEDULE 8

Article 15

STREETS, PUBLIC RIGHTS OF WAY AND PERMISSIVE PATHS TO BE TEMPORARILY CLOSED

PART 1

STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED FOR WHICH A DIVERSION IS TO BE PROVIDED

(1) *Area*	*(2)* *Street or public right of way to be temporarily stopped up*	*(3)* *Extent of temporary stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*	*(4)* *Temporary Diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*
Suffolk County Council	PRoW – Route 16 E-103/016/0	Between points S/PR/0019/a and S/PR/0019/b as shown on Sheet 5	Between points S/PR/0019/a and S/PR/0019/b via diversion line as shown on Sheet 5
	PRoW - Route 13A E-260/013/A	Between points S/PR/0022/a and S/PR/0022/b as shown on Sheet 4	Between points S/PR/0022/a and S/PR/0022/b via diversion line as shown on Sheet 4
	PRoW - Route 13A E-260/013/A	Between points S/PR/0025/a and S/PR/0025/b as shown on Sheet 4	Between points S/PR/0025/a and S/PR/0025/b via diversion line as shown on Sheet 4
	PRoW - Route 12A E-206/012/A	Between points S/PR/0026/a and S/PR/0026/b as shown on Sheet 4	Between points S/PR/0026/a and S/PR/0026/b via diversion line as shown on Sheet 4
	B1069 Snape Road	Between points S/RO/0032/a and S/RO/0032/b as shown on Plan B	From S/RO/0032/a, east along Aldeburgh Road to S/RO/D/07, north along Leiston Road to S/RO/0017/a, west along
	B1122 Leiston Road	Between points S/RO/0017/a and S/RO/0017/b as shown on Plan B	From S/RO/0017/a, west along Aldringham Lane to S/RO/D/06, south west along Snape Road to S/RO/D/04, east along Aldeburgh Road to S/RO/D/07,

(1) *Area*	*(2)* *Street or public right of way to be temporarily stopped up*	*(3)* *Extent of temporary stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*	*(4)* *Temporary Diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*
			north along Leiston Road to S/RO/0017/b as shown on Plan B
	PRoW - Route 2 E-354/002/0	Between points S/PR/0034/a and S/PR/0034/b as shown on Sheet 2 and Sheet 3	Between points S/PR/0034/a and S/PR/0034/b via diversion line as shown on Sheet 2 and Sheet 3
	PRoW - Route 1 E-354/001/0	Between points S/PR/0035.3/a and S/PR/0035.3/b as shown on Sheet 3	Between points S/PR/0035.3/a and S/PR/0035.3/b via diversion line as shown on Sheet 3
	PRoW - Route 18 E-354/018/0	Between points S/PR/0035.4/a and S/PR/0035.4/b as shown on Sheet 3	Between points S/PR/0035.4/a and S/PR/0035.4/b via diversion line as shown on Sheet 3
	PRoW - Route 7A E-354/007/A	Between points S/PR/0038/a and S/PR/0038/b as shown on Sheet 2 and Sheet 3	Between points S/PR/0038/a and S/PR/0038/b via diversion line as shown on Sheet 2 and Sheet 3
	Grove Road	Between points S/RO/0039/a and S/RO/0039/b as shown on Plan A and Plan B	From S/RO/0039/a, west along Church Road to S/RO/D/03, south east along B1121 and A1094 to S/RO/D/04, north east along Snape Road to S/RO/D/05, north west along School Road to S/RO/0039/b as shown on Plan A and Plan B
	PRoW - Route 17 E-260/017/0	Between points S/PR/0053/a and S/PR/0053/b as shown on Sheet 1 and Sheet 2	Between points S/PR/0053/a and S/PR/0053/b via diversion line as shown on Sheet 1 and Sheet 2
	PRoW - Route 15 E-260/015/0	Between points S/PR/0054/a and S/PR/0054/b as shown on Sheet 1	Between points S/PR/0054/a and S/PR/0054/b via diversion line as shown on Sheet 1
	PRoW - Route 10	Between points	Between points

(1) *Area*	*(2)* *Street or public right of way to be temporarily stopped up*	*(3)* *Extent of temporary stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*	*(4)* *Temporary Diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*
	E-491/010/0	S/PR/0058/a and S/PR/0058/b as shown on Suffolk Sheet 1	S/PR/0058/a and S/PR/0058/b via diversion line as shown on Suffolk Sheet 1
	PRoW - Route 4 E-491/004/0	Between points S/PR/0060/a and S/PR/0060/b as shown on Sheet 1	Between points S/PR/0060/a and S/PR/0060/b via diversion line as shown on Sheet 1
	PRoW - Route 6 E-491/006/0	Between points S/PR/0060.1/a and S/PR/0060.1/b as shown on Sheet 1	From S/PR/0060.1/a, north to S/PR/0060.2/a, east to access point S-MAP-5, south west to S/PR/0060.1/b via diversion line as shown on Sheet 1
	PRoW - Route 23 E-460/023/0	Between points S/PR/0060.2/a and S/PR/0060.2/b as shown on Sheet 1	Between points S/PR/0060.2/a and S/PR/0060.2/b via diversion line as shown on Sheet 1
	PRoW - Route 16 E-260/016/0	Between points S/PR/0083/a and S/PR/0083/b as shown on Sheet 2	Between points S/PR/0083/a and S/PR/0083/b via diversion line as shown on Sheet 2
	PRoW - Route 17 E-260/017/0	Between points S/PR/0085/a and S/PR/0085/b as shown on Sheet 2	From S/PR/0085/a, east along Church Road to join the E-354/007/0 existing PRoW heading north east to S/PR/D/06, continue north east to S/PR/D/05, north and then west to S/PR/0085/b via diversion line as shown on Sheet 2
	B1121 Main Road	Between points S/RO/0090/a and S/RO/0090/b as shown on Plan A	From S/RO/0090/a, north along A12 to S/RO/D/01, east to S/RO/D/02, south to S/RO/0090/a via diversion line as shown on Plan A
	PRoW – Route 6 E-491/005/0	Between points S/PR/CP/02 and	S/PR/CP/01 is on the temporarily closed

(1) *Area*	*(2)* *Street or public right of way to be temporarily stopped up*	*(3)* *Extent of temporary stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*	*(4)* *Temporary Diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk*
		S/PR/CP/01 as shown on Sheet 1	section of E-491/006/0. Two diversions are therefore provided to S/PR/0060.1/a and S/PR/0060.1/b. From S/PR/CP/02, south to S/PR/D/03 via existing PRoW, north east to S/PR/0060.1/b via diversion line as shown on Sheet 1 From S/PR/CP/02, west then north to S/PR/D/02, north to S/PR/0060.1/a via diversion line as shown on Sheet 1
	PRoW – Route 6 E-354/006/0	Between points S/PR/CP/03 and S/PR/CP/04 as shown on Sheet 2	From S/PR/CP/03, east then south to S/PR/D/05, south then south west to S/PR/D/06 via diversion line, south west using existing PRoW E-354/007/0 to S/PR/D/07, then north west to S/PR/CP/04 via existing PRoW E-354/006/0
	Old railway line permissive path	Where permissive path intersects with order limits	Local diversion within order limits

Kent County Council

(1) *Area*	*(2)* *Street or public right of way to be temporarily stopped up*	*(3)* *Extent of temporary stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Kent*	*(4)* *Temporary Diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Kent*
Kent County Council	TE37	Between points K/PR/0018.5/a and K/PR/0018.5/b as shown on Sheet 3	Between points K/PR/0018.5/a and K/PR/0018.5/b via diversion line as shown on Sheet 3
	TE39	Between points K/PR/0028/a and K/PR/0028/b as shown on Sheet 2	Between points K/PR/0028/a and K/PR/0028/b via diversion line as shown on Sheet 2
	A256 (Ramsgate Road)	Between points K/RO/0027/a and K/RO/0027/b as shown on Sheet 3 and Sheet 4	Diversion via contraflow on southbound carriageway of A256 as shown on Sheet 3 and Sheet 4
	TE26	Between points K/PR/0040.4/a and K/PR/0040.4/b as shown on Sheet 2	Between points K/PR/0040.4/a and K/PR/0040.4/b via diversion line as shown on Sheet 2
	TE26	Between points K/PR/0040.5/a and K/PR/0040.5/b as shown on Sheet 2	Between points K/PR/0040.5/a and K/PR/0040.5/b via diversion line as shown on Sheet 2
	EE42	Between points K/PR/0040.6/a and K/PR/0040.6/b as shown on Sheet 2	Between points K/PR/0040.6/a and K/PR/0040.6/b via diversion line as shown on Sheet 2
	EE42	Between points K/PR/0040.7/a and K/PR/0040.7/b as shown on Sheet 2	Between points K/PR/0040.7/a and K/PR/0040.7/b via diversion line as shown on Sheet 2
	TE26	Between points K/PR/0050.1/a and K/PR/0050.1/b as shown on Sheet 2	Between points K/PR/0050.1/a and K/PR/0050.1/b via diversion line as shown on Sheet 2
	EE42	Between points K/PR/0051.1/a and K/PR/0051.1/b as shown on Sheet 2	Between points K/PR/0051.1/a and K/PR/0051.1/b via diversion line as shown on Sheet 2
	EE42	Between points	Between points

(1) *Area*	*(2)* *Street or public right of way to be temporarily stopped up*	*(3)* *Extent of temporary stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Kent*	*(4)* *Temporary Diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans - Kent*
		K/PR/0055.5/a and K/PR/0055.5/b as shown on Sheet 2	K/PR/0055.5/a and K/PR/0055.5/b via diversion line as shown on Sheet 2
	TE26	Between points K/PR/0055.6/a and K/PR/0055.6/b as shown on Sheet 2	Between points K/PR/0055.6/a and K/PR/0055.6/b via diversion line as shown on Sheet 2
	TE35	Between points K/PR/0064/a and K/PR/0064/b as shown on Sheet 2	Between points K/PR/0064/a and K/PR/0064/b via diversion line as shown on Sheet 2

PART 2

STREETS AND PUBLIC RIGHTS OF WAY OR PUBLIC RIGHTS OF NAVIGATION TO BE TEMPORARILY CLOSED FOR WHICH NO DIVERSION IS TO BE PROVIDED

(1) *Area*	*(2)* *Street or public right of way or public right of navigation to be temporarily stopped up*	*(3)* *Extent of temporary stopping up as shown on the Access, Rights of Way and Public Rights of Navigation Plans*
Suffolk County Council	PRoW – Route 26 E-137/026/0	Access and egress point at S/PR/0091/a as shown on Suffolk Sheet 7
Kent County Council	Ebbsfleet Lane	Between points K/RO/0076/a and K/RO/0076/b as shown on Kent Sheet 4
Kent County Council	Ebbsfleet Lane (North)	Between points K/RO/0027.3/a and K/RO/0027.3/b as shown on Kent Sheet 3
Kent County Council	River Stour	The highlighted areas indicated by a highlight as shown on Sheet 2

SCHEDULE 9

Article 17

ACCESS TO WORKS

(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan Reference*
Thorpe Road (Foreshore access)	S-AP-1	Sheet 6 of the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk
Leiston Road	S-AP-2, S-AP-3	Sheet 5 of the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk
Aldeburgh Road (A1094)	S-AP-4, S-EAP-1	Sheet 4 of the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk
Snape Road	S-AP-5, S-AP-6	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
Grove Road	S-MAP-1, S-AP-8, S-AP-9	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
School Road	S-AP-7	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans - Suffolk
Saxmundham Road	S-AP-10, S-AP-12	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
Kiln Lane leading onto Redbarn Lane	S-AP-11	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
B1119 (un-named)	S-MAP-2, S-MAP-4, S-MAP-5	Sheet 1 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
The Street (B1121)	S-MAP-3	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
Church Hill (B1119)	S-AP-13	Sheet 1 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
Main Road (B1121)	S-AP-14	Sheet 1 of the Access, Rights of Way and Public Rights of Navigation Plans – Suffolk
Sandwich Road	K-AP-1, K-AP-9	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
Ebbsfleet Lane	K-AP-2, K-MAP-1, K-AP-4	Sheet 4 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
Cottington Road	K-MAP-2	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
Cottington Lane	K-AP-3	Sheet 3 of the Access, Rights

(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan Reference*
		of Way and Public Rights of Navigation Plans – Kent
A256	K-AP-5, K-EAP-1	Sheet 3 and 6 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
Ebbsfleet Lane North	K-AP-6	Sheet 3 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent
Richborough (leading on to Whitehouse Drove)	K-AP-7	Sheet 1 of the Access, Rights of Way and Public Rights of Navigation Plans - Kent
Marsh Farm Road	K-AP-8	Sheet 2 of the Access, Rights of Way and Public Rights of Navigation Plans – Kent

SCHEDULE 10

Article 25

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land 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 imposition of a restriction 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 of the 1965 Act as substituted by paragraph 5—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "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 modification set out in sub-paragraph (2).

(2) For Section 5A(5A) (relevant valuation date) of the 1961 Act, after "If" substitute—

"(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act;

(b) the acquiring authority is subsequently required by a determination under paragraph 13 of Schedule 2A to the 1965 Act (as substituted by paragraph 11 of Schedule 10 to the National Grid (Sea Link) Order 20[xx] 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 when it entered on that land for the purpose of exercising that right."

Application of the 1965 Act

4.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land must 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

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation

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(**a**) 1973 c. 26.

to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.

(3) Section 4 (time limit for giving notice to treat) is omitted.

(4) In section 4A(1) (extension of time limit during challenge)—

(a) 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 Planning Act 2008 (legal challenges relating to applications for orders granting development consent"; and

(b) for "the three year period mentioned in section 4" substitute "the seven year period mentioned in article 33 of the National Grid (Sea Link) Order 20[xx]".

5. For section 7 of the 1965 Act (measure of compensation) 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."

6. For section 8 of the 1965 Act (provisions as to divided land) substitute—

"**8.**—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house ("the relevant land")—

(a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the tribunal; and

(b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—

(i) where that land consists of a house, building or factory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or

(ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs, The [Draft] National Grid (Sea Link) Order 20[xx] ("the Order") ceases, in relation to that person, to authorise the purchase of the right or imposition of a restriction and is deemed to authorise the purchase of that person's interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section must be determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice."

7. 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.

8. Section 11(**a**) of the 1965 Act (powers of entry) 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 restriction, 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 12(**b**) (penalty for unauthorised entry) and 13(**c**) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

9. Section 20(**d**) of the 1965 Act (protection for interests of tenants at will, etc.) 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 the enforcement of the restrictive covenant in question.

10. Section 22 of the 1965 Act (interests omitted from purchase) is 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 to enforce the restriction imposed, subject to compliance with that section as respects compensation.

11. In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase) for "section 4 of this Act" substitute "article 33 of the National Grid (Sea Link) Order 20[xx]".

12. For Schedule 2A of the 1965 Act substitute—

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

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 35 (application of the 1981 Act) of the National Grid (Sea Link) Order 20[xx] in respect of the land to which the notice to treat relates.

2. In this Schedule, "house" includes any park or garden belonging to a house.

(**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 1985 (c.71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No.1) and S.I. 2009/1307.

(**b**) Section 12 was amended by section 56(2) of, and Part 1 of, Part 1 of Schedule 9 to the Courts Act 1971 (c.23).

(**c**) Section 13 was amended by sections62(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).

(**d**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

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 its decision on the owner within the period of 3 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 it must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period it is to be treated as if it 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 Upper Tribunal

10. On 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 medical 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 6 weeks beginning with the day on which the Upper Tribunal make 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 caused by the giving and withdrawal of the notice.

15. Any dispute as to the compensation is to be determined by the Upper Tribunal."

13. In this Schedule, references to entering on and taking possession of land do not include doing so under articles 21 (protective works), 27 (temporary use of land for carrying out the authorised project) or 28 (temporary use of land for maintaining the authorised project) of this Order.

SCHEDULE 11

Article 27

LAND OF WHICH ONLY TEMPORARY POSSESSION MAY BE TAKEN

Suffolk

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*	*(4)* *Element of Work in respect of which land is not required to be reinstated*
1/10, 1/12, 1/14, 1/16, 1/17, 1/18, 1/22, 1/26, 1/29, 1/30, 1/33, 1/34, 1/35, 1/36, 1/37, 1/38, 1/39, 1/40, 1/42, 1/43, 1/44, 1/46, 1/48, 1/52, 1/53, 1/56, 1/57, 1/67, 1/70, 1/73, 1/74, 1/75, 1/78, 1/83, 1/85, 1/88, 1/98	Construction of the authorised development and mitigation works	Work No. 2 Work No. 4 Work No. 5 Work No. 13 Work No. 14 Work No. 15 Work No. 16 Work No. 17	Landscaping
2/6, 2/6a, 2/9, 2/10, 2/10a, 2/12, 2/14, 2/16, 2/18	Construction of the authorised development and mitigation works	Work No. 1B Work No. 2 Work No. 5 Work No. 13 Work No. 14 Work No. 15 Work No. 16 Work No. 17	2/18 - Landscaping
2/21, 2/22, 2/22a. 2/22b	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 14	
2/23, 2/23a, 2/24, 2/25, 2/26, 2/27, 2/28	Construction of the authorised development and mitigation works	Work No. 1A Work No. 14	
2/29, 2/29a, 2/30, 2/31, 2/32, 2/32a	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 1A Work No. 14	
2/33, 2/34, 2/35,	Construction of the	Work No. 1A	

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*	*(4)* *Element of Work in respect of which land is not required to be reinstated*
2/37, 2/41, 2/52, 2/59, 2/61, 2/63, 2/64, 2/66, 2/79, 2/79a, 2/80, 2/81, 2/105, 2/107, 2/108	authorised development and mitigation works	Work No. 5 Work No. 13 Work No. 15 Work No. 17	
3/1, 3/6, 3/10, 3/15, 3/16	Construction of the authorised development and mitigation works	Work No. 1A Work No. 5 Work No. 13 Work No. 14 Work No. 16 Work No. 17	
3/17, 3/18	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 1A Work No. 14	
3/23, 3/38, 3/39, 3/43, 3/47	Construction of the authorised development and mitigation works	Work No. 4 Work No. 5 Work No. 13 Work No. 16 Work No. 17	
4/1, 4/2, 4/3, 4/4, 4/10, 4/11, 4/14, 4/22	Construction of the authorised development and mitigation works	Work No. 4 Work No. 5 Work No. 13 Work No. 14 Work No. 17	Highway improvements
5/6, 5/7, 5/10, 5/20, 5/23, 5/29, 5/30	Construction of the authorised development and mitigation works	Work No. 5 Work No. 6 Work No. 14 Work No. 16	
7/1, 7/4, 7/13, 7/15, 7/16, 7/17, 7/21, 7/22, 7/23, 7/24, 7/25, 7/26, 7/27, 7/28, 7/29, 7/30, 7/31	Construction of the authorised development and mitigation works	Work No. 14	

Kent

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*	*(4)* *Element of Work in respect of which land is not required to be reinstated*
1/7, 1/10, 1/12, 1/14, 1/18, 1/19, 1/22	Construction of the authorised development and	Work No. 12 Work No. 14 Work No. 16	Landscaping

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*	*(4)* *Element of Work in respect of which land is not required to be reinstated*
	mitigation works		
2/1, 2/2, 2/5, 2/7, 2/9, 2/11, 2/12, 2/14, 2/15, 2/16, 2/20, 2/21, 2/22, 2/27, 2/29, 2/31, 2/32, 2/35, 2/38, 2/39, 2/41, 2/45, 2/46, 2/49, 2/50, 2/52, 2/54, 2/55, 2/56, 2/60, 2/61, 2/62, 2/63, 2/64, 2/65, 2/66, 2/68, 2/69, 2/70, 2/71, 2/72, 2/74, 2/75	Construction of the authorised development and mitigation works	Work No. 12 Work No. 14 Work No. 15 Work No. 16 Work No. 17	2/55, 2/61, 2/62, 2/63, 2/64, 2/65, 2/66, 2/68 - Landscaping
2/77	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 16	
2/78, 2/79, 2/80, 2/84, 2/85, 2/86, 2/87, 2/88, 2/89, 2/90, 2/91, 2/92, 2/93, 2/94, 2/97, 2/98, 2/99, 2/100, 2/101, 2/102, 2/103, 2/107, 2/109, 2/112, 2/115, 2/116, 2/119, 2/121, 2/125, 2/134, 2/151, 2/153, 2/159, 2/173, 2/176, 2/177, 2/180, 2/182	Construction of the authorised development and mitigation works	Work No. 7 Work No. 8 Work No. 12 Work No. 13 Work No. 14 Work No. 15 Work No. 16 Work No. 17	2/85, 2/86, 2/89, 2/90, 2/91, 2/92, 2/93, 2/97, 2/98, 2/99, 2/100, 2/101, 2/102, 2/103 - Landscaping
2/181, 2/184, 2/185	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 14 Work No. 16	
2/188	Construction of the authorised development and mitigation works	Work No. 14	

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*	*(4)* *Element of Work in respect of which land is not required to be reinstated*
3/5, 3/6, 3/8	Construction of the authorised development and mitigation works	Work No. 7 Work No. 14 Work No. 16	
3/10	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 7 Work No. 14	
3/29, 3/31, 3/37, 3/39, 3/41, 3/42, 3/45, 3/61, 3/63, 3/75, 3/77, 3/81, 3/83,	Construction of the authorised development and mitigation works	Work No. 6 Work No. 7 Work No. 8 Work No. 9A Work No. 13 Work No. 14 Work No. 16	
3/91, 3/92, 3/93, 3/96	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 8 Work No. 14	
3/94, 3/110	Construction of the authorised development and mitigation works	Work No. 7 Work No. 8	
4/12, 4/13	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary works necessary to facilitate that access	Work No. 14 Work No. 16	
4/18, 4/19, 4/20	Construction of the authorised development and mitigation works	Work No. 16	
4/21, 4/22, 4/25, 4/26, 4/27, 4/28	Access to land for the purpose of carrying out the authorised development including the power to carry out any ancillary	Work No. 14 Work No. 16	

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*	*(4)* *Element of Work in respect of which land is not required to be reinstated*
	works necessary to facilitate that access		
5/1, 5/6, 5/8, 5/9, 5/10, 5/11, 5/15, 5/17, 5/18, 5/26, 5/28, 5/29, 5/30, 5/30a, 5/31, 5/36, 5/37, 5/38, 5/39, 5/40, 5/41, 5/42, 5/43, 5/44	Construction of the authorised development and mitigation works	Work No. 6 Work No. 7	

SCHEDULE 12

Article 40

EXTINGUISHMENT OF PRIVATE RIGHTS AND RESTRICTIVE COVENANTS RELATING TO APPARATUS BELONGING TO NATIONAL GRID REMOVED FROM LAND SUBJECT TO TEMPORARY POSSESSION

Area	*Plot*
District of East Suffolk	N/A
District of Thanet	N/A
District of Dover	2/12, 2/15, 2/16, 2/27, 2/29, 2/38

SCHEDULE 13

Article 50

TRAFFIC REGULATION ORDERS

PART 1

TEMPORARY RESTRICTION OF WAITING AND RESTRICTION OF SPEED

Suffolk County Council

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
Suffolk County Council	Thorpe Road	Between points TRO-S-11 and TRO-S-12 as shown on Suffolk Sheet 6	No waiting restriction between 7:00am to 7:00pm Monday to Sunday.
Suffolk County Council	Leiston Road	Between points TRO-S-1 and TRO-S-2 as shown on Suffolk Plan B	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 30mph.
Suffolk County Council	Snape Road	Between points TRO-S-3 and TRO-S-4 as shown on Suffolk Sheet 3 and Sheet 4	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 40mph.
Suffolk County Council	Grove Road	Between points TRO-S-5 and TRO-S-6 as shown on Suffolk Sheet 2	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 30mph.
Suffolk County Council	Saxmundham Road	Between points TRO-S-7 and TRO-S-8 as shown on Suffolk Sheets 2	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 40mph.
Suffolk County Council	B1121 (Main Road)	Between points TRO-S-9 and TRO-S-10 as shown on	No waiting restriction between

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
		Suffolk Sheet 1	7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 40mph.
Suffolk County Council	B1121 (Main Road)	Between points TRO-S-13 and TRO-S-14 as shown on Suffolk Sheet 7	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 30mph.
Suffolk County Council	B1119 (un-named)	Between points TRO-S-17 to TRO-S-18 and TRO-S-19 to TRO-S-20 as shown on Suffolk Sheet 1	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to remain as existing.
Suffolk County Council	A1094 (Aldeburgh Road)	Between points TRO-S-15 and TRO-S-16 as shown on Suffolk Sheet 4	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to remain as existing.

Kent County Council

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
Kent County Council	A256	Between points TRO-K-3 to TRO-K-4 as shown on Kent Sheet 3 and Sheet 4, and between TRO-K-7 and TRO-K-8 as shown on Kent Sheet 6	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 50mph.
Kent County Council	Ebbsfleet Lane (South)	Between points TRO-K-1 and TRO-K-2 as shown on Kent Sheet 3 and Sheet 4	No waiting restriction between 7:00am to 7:00pm Monday to Sunday. Speed limit to be restricted to 30mph.

PART 2

TEMPORARY RESTRICTION OF ACCESS

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
Suffolk County Council	Leiston Road	Between points TRO-S-1 and TRO-S-2 as shown on Suffolk Plan B	Prohibition of vehicular access.
Suffolk County Council	Snape Road	Between points TRO-S-3 and TRO-S-4 as shown on Suffolk Sheet 3 and Sheet 4	Prohibition of vehicular access.
Suffolk County Council	Grove Road	Between points TRO-S-5 and TRO-S-6 as shown on Suffolk Sheet 2	Prohibition of vehicular access.
Suffolk County Council	B1121 (Main Road)	Between points TRO-S-13 and TRO-S-14 as shown on Suffolk Sheet 7	Prohibition of vehicular access.

Kent County Council

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
Kent County Council	Ebbsfleet Lane (North)	Between points TRO-K-5 and TRO-K-6 as shown on Kent Sheet 3	Prohibition of vehicular access.
Kent County Council	Ebbsfleet Lane (South)	Between points TRO-K-1 and TRO-K-2 as shown on Kent Sheet 3 and Sheet 4	Prohibition of vehicular access.

PART 3

TEMPORARY RESTRICTION OF MOVEMENT

Suffolk County Council

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
Suffolk County Council	Leiston Road	Between points TRO-S-1 and TRO-S-2 as shown on Suffolk Sheet Plan B	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
			required.
	Snape Road	Between points TRO-S-3 and TRO-S-4 as shown on Suffolk Sheets 3 and 4	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.
	Grove Road	Between points TRO-S-5 and TRO-S-6 as shown on Suffolk Sheet 2	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.
	Saxmundham Road	Between points TRO-S-7 and TRO-S-8 as shown on Suffolk Sheets 2	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.
	B1121 (Main Road)	Between points TRO-S-9 and TRO-S-10 as shown on Suffolk Sheet 1	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.
	B1121 (Main Road)	Between points TRO-S-13 and TRO-S-14 as shown on Suffolk Sheet 7	One way movement restriction, to be either northbound or

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
			southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.
	B1119 (un-named)	Between points TRO-S-17 to TRO-S-18 and TRO-S-19 to TRO-S-20 as shown on Suffolk Sheet 1	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.
	A1094 (Aldeburgh Road)	Between points TRO-S-15 and TRO-S-16 as shown on Suffolk Sheet 4	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.

Kent County Council

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
Kent County Council	A256	Between points TRO-K-3 to TRO-K-4 as shown on Sheet 3 and Sheet 4, and between TRO-K-7 and TRO-K-8 as shown on Kent Sheet 6	One way movement restriction, to be either northbound or southbound dependent on preferred Traffic Management arrangements at the time of implementation. To be implemented as required.

SCHEDULE 14

Article 52

TREES SUBJECT TO TREE PRESERVATION ORDERS

(1) *Type of tree*	*(2)* *Number reference shown on Trees and Hedgerows to be Removed or Affected Plans*	*(3)* *Work to be carried out*	*(4)* *TPO reference*
Woodland – (Mixed)	W12S on the Tree Protection Plans Suffolk Onshore Scheme within Application Document 6.10 Arboricultural Impact Assessment.	Part removal of approximately 116.5 meters squared of the northern edge of the woodland within the Order Limits to facilitate the construction of the haul road, cable route and associated infrastructure.	ESCC/54/ 00026 – W9

SCHEDULE 15

Articles 44, 46 and 54

PROTECTIVE PROVISIONS

PART 1

PROTECTION FOR ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the statutory undertakers referred to in this Part of this Schedule the following provisions, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned, have effect.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the statutory 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 Electricity Act 1989(**a**)), belonging to or maintained by that electricity undertaker for the purposes of electricity supply;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by that gas undertaker for the purposes of gas supply;

(c) in the case of a water undertaker, mains, pipes or other water apparatus belonging to or maintained by that water undertaker for the purposes of water supply; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the undertaker under the Water Industry Act 1991(**b**); 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 in each case 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; and

"statutory undertaker" means—

(e) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

(f) a gas transporter within the meaning of Part 1 of the Gas Act 1986(**c**);

(g) a water undertaker within the meaning of the Water Industry Act 1991; and

(h) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the authorised project, and in relation to any apparatus, means the statutory undertaker to whom it belongs or by whom it is maintained.

(**a**) 1989 c.29
(**b**) 1991 c.56
(**c**) 1986 c.44

3. This Part of 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.

4. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

5.—(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, that apparatus must not be removed under this Part of this Schedule and any right of a statutory undertaker 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 the statutory undertaker in question.

(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, it must give to the statutory undertaker in question written notice of that requirement, together with a plan and section of the work proposed.

(3) If alternative apparatus or any part of such apparatus is to be constructed as a consequence of the removal of apparatus placed on the land referred to in sub-paragraph (2), the statutory undertaker in question, must on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in other land in which the alternative apparatus is to be constructed.

(4) The statutory undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 62 (arbitration), and after the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (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.

(5) Regardless of anything in sub-paragraph (4), if the undertaker gives notice in writing to the statutory 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, that work, instead of being executed by the statutory undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the statutory undertaker.

(6) Nothing in sub-paragraph (4) 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.

6.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to the statutory 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 statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a statutory undertaker under sub-paragraph (2) must be made within a period of 28 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a statutory 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 4 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(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 statutory 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.

7.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker in question the proper and reasonable expenses reasonably incurred by that statutory undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus.

(2) The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under sub-paragraph (1), 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 62 (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 statutory 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; 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 statutory undertaker in respect of works by virtue of sub-paragraph (1) must, 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 statutory undertaker in question 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.

PART 2

PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

1.—(1) For the protection of any operator, the following provisions, unless otherwise agreed in writing between the undertaker and the operator, have effect.

(2) In this Part of this Schedule—

"conduit system" has the same meaning as in the electronic communications code and references to providing a conduit system are to be construed in accordance with paragraph 1(3A) of that code;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in Chapter 1 of Part 2 of the Communications Act 2003(**a**);

"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 Communications Act 2003; 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 Communications Act 2003; and "operator" means the operator of an electronic communications code network.

2. The exercise of the powers of article 44 (statutory undertakers) are subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

3.—(1) Subject to sub-paragraphs (2) to (3), if as the result of the authorised project or their construction, or of any subsidence resulting from any of those works 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) the undertaker must bear and pay the cost reasonably and properly incurred by the operator in making good such damage.

(2) 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 an operator, its officers, servants, contractors or agents.

(3) Any difference arising between the undertaker and the operator under this paragraph must be referred to and settled by arbitration under article 62 (arbitration).

4. 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 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 project.

5. 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.

PART 3

FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

1. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

(**a**) 2003 c.21

Interpretation

2. In this Part of this Schedule—

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

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously;

"Anglian Water" means Anglian Water Services Limited (registered company number 02366656);

"apparatus" means:

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works so vested in Anglian Water under the Water Industry Act 1991;

(c) any sewer which is so vested or is the subject of a notice of intention of Anglian Water to adopt given under section 102(4) of the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act;

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water; and

(e) includes a sludge main, disposal main 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;

and for the purpose of this definition, where words are defined by section 219 of the Water Industry Act 1991, they shall be taken to have the same meaning;

"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;

"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;

On street apparatus

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in closed streets

4.—(1) Where any street is stopped up under article 16 (permanent stopping up of streets and public rights of way), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 9.

(2) Regardless of the temporary closure or diversion of any highway under the powers conferred by article 15 (temporary closure of streets and public rights of way), Anglian Water 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 temporary stopping up or diversion was in that highway subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law.

Protective works

5. The undertaker, in the case of the powers conferred by article 21 (protective works), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

6. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

7.—(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 requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until—

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 8.

(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 Anglian Water 28 days' 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water 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 Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best 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 Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 62 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 62 (arbitration), and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (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 Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a

notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such "deemed consent" does not extend to the actual undertaking of the removal works, which will remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker must, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water's reasonable requests for a reasonable period of time to enable Anglian Water to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Anglian Water 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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 62 (arbitration). 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 Anglian Water 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 Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(2) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2016 or other legislation.

Retained apparatus

9.—(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 (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works subject to compliance at all times with the undertaker's reasonable site safety rules, inductions, and all applicable health and safety laws.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water 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, sub-paragraphs (1) to (3) and (6) to (8) of paragraph 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(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 instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan 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, using its best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum but always in consideration of the statutory duties of both parties.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

(a) 4 metres where the diameter of the pipe is less than 250 millimetres; 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and

(b) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably and properly incurred by Anglian Water 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 this Part of this Schedule.

(2) There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(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 62 (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 Anglian Water by virtue of sub-paragraph (1) must 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; 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 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 Anglian Water in respect of

(a) works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on Anglian Water 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, the amount being calculated by Anglian Water (who will provide reasonable evidence of such amount) and agreed between the undertaker and Anglian Water or settled by arbitration in accordance with article 62 (arbitration).

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 7 or 9, or by reason of any subsidence resulting from such development or 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by the undertaker, by reason or in consequence of any such damage or interruption.

(2) Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of sub-paragraph (1) applies. If requested to do so by the undertaker, Anglian Water will provide an explanation of how any claim has been minimised. The undertaker will not be liable under sub-paragraph (1) for claims unreasonably incurred by Anglian Water.

(3) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (4), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skillful and professional like manner or in a manner that does not accord with the approved plan.

(4) 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 unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(5) Anglian Water 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 (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

12.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 7(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

13. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

14. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

15. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

PART 4

FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

Application

1. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

2. In this Part of this Schedule—

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

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

"apparatus" means any gas mains, pipes, pressure governors, ventilators, cathodic protections, (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to or maintained by Cadent for the purposes of Cadent's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent's undertaking 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;

"Cadent" means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 (licensing of public gas transporters) of the Gas Act 1986 (as amended by the Gas Act 1995);

"commence" has the same meaning as in article 2 (interpretation) of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement include operations for the purposes of archaeological or ecological investigations and investigations of the existing condition of the ground or of structures;

"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 and/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 Cadent (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 Cadent'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" will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

"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;

"rights" will include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any of the authorised works or activities (including maintenance) undertaken in association with the authorised works which:

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 7(2) or otherwise;

may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) (removal of apparatus) or otherwise; and/or

include any of the activities that are referred to in CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets); and

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

On Street Apparatus

3.—(1) Except for paragraphs 4 (*apparatus of Cadent in closed streets*), 7 (*Removal of Apparatus*) in so far as sub-paragraph (3) applies, 8 (*Facilities and Rights for Alternative Apparatus*) in so far as sub-paragraph (2) below applies, 9 (*retained apparatus: protection of Cadent*), 10 (*expenses*) and 11 (*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 Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 7(2) (removal of apparatus) and 8 (Facilities and Rights for Alternative Apparatus) (facilities and rights for alternative apparatus) of this Agreement will apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 11 (street works) or any other powers in the Order generally, s85 (sharing of cost of necessary measures) of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

Apparatus of Cadent in closed streets

4.—(1) Without prejudice to the generality of any other protection afforded to Cadent elsewhere in the Order, where any street is stopped up under article 16 (*permanent stopping up of streets and*

public rights of way), if Cadent has any apparatus is in the street or accessed via that street Cadent will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to Cadent, or will procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent 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 shall affect any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 7 (removal of apparatus).

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 15 (*temporary closure of streets and public rights of way and permissive paths*), Cadent will be at liberty at all times to take all necessary access across any such closed highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary closure or diversion in respect of any apparatus which at the time of the closure or diversion was in that highway.

(3) The Protective Provisions in this Part of this Schedule apply and take precedence over article 44 (statutory undertakers) of the Order which will not apply to Cadent.

Protective works

5.—(1) The undertaker, in the case of the powers conferred by article 21 (*protective works*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, solely and directly by the undertaker must bear and pay on receipt of a proper invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

(a) pay compensation to Cadent for any loss sustained by it; and

(b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable written notice of any claim or demand as aforesaid within 30 days of becoming aware of such claim or demand and no settlement or compromise thereof will be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the Book of Reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish or override any easement, other interest or right and/or apparatus of Cadent otherwise than by agreement.

(2) As a condition of 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 Cadent and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of Cadent and/or affects the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to seek to procure and 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 Cadent 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 Cadent and/or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 9 (retained apparatus: protection of Cadent) or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 7 (removal of apparatus) do not apply, the undertaker must:

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 (acquisition of land) or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent and in accordance with sub-paragraph (2) to (5) inclusive.

(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 Cadent 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 Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account sub-paragraph 8(1) below) the necessary facilities and rights:

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If 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, Cadent may, 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 assist the undertaker in obtaining 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 Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) 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 Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph 7(2) above 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 Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 15 (Arbitration) of this Part of this Schedule and the arbitrator will make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent 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 works to which sub-paragraphs (1) and (2) apply until Cadent has given written approval of the plan so submitted.

(4) Any approval of Cadent required under sub-paragraph (3)—

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

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent 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 purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent 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 Cadent's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement

(8) If Cadent, 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, sub-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).

(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 authorised 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 Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets" 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 must implement an appropriate ground mitigation scheme save that Cadent 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 10 (expenses).

Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand on receipt of an invoice or written breakdown all charges, costs and expenses reasonably anticipated or incurred by Cadent 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 Cadent in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;

(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, 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;

(g) any watching brief pursuant to paragraph 9(6).

(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 paragraph 15 (*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 Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) 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) An amount which apart from this sub-paragraph would be payable to Cadent 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 seven years and six months earlier so as to confer on Cadent 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

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without

limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) 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 Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on receipt of an invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent 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) will 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 Cadent, its officers, servants, contractors or agents; and

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 7 (*consent to transfer benefit of 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 sub-section (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11 (indemnity).

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement 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.

Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent 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

13.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 7(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 9 (retained apparatus: protection of Cadent) , 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 development and taking into account the need to ensure the safe and efficient operation of

Cadent's undertaking and Cadent will use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent'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, Cadent's consent must not be unreasonably withheld or delayed.

Access

14. 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 (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under paragraphs 7(2), 7(4), 8(1) and paragraph 9 (retained assets: protection of Cadent) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of Cadent for ensuring the safe, economic and efficient operation of Cadent's apparatus.

Notices

16. The plans submitted to Cadent by the undertaker pursuant to paragraph 9(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to plantprotection@cadentgas.com copied by e-mail to landservices@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

PART 5

FOR THE PROTECTION OF THE HIGHWAYS AUTHORITIES

Application etc

1.—(1) The provisions of this Part of this Schedule apply for the protection of the highway authority and have effect unless otherwise agreed in writing between the undertaker and the relevant highway authority.

(2) Any approval, certificate or consent granted under this Part is separate from any approval the undertaker must obtain under requirement 12 (highway works) of Schedule 3 (requirements).

Interpretation

2.—(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 –

"1980 Act" means the Highways Act 1980;

"approval period" means, unless otherwise agreed between the parties (acting reasonably):

(a) in respect of a request for approval for Minor Works or works required to be undertaken where there is an emergency, a period of 10 working days or less;

(b) in respect of a request for approval for Major Works, a period of 25 working days; and

(c) in respect of a request for approval which comprises both Minor Works and Major Works, a period of 25 working days;

"as-built information" means an electronic copy of the following information where relevant and reasonably necessary:

(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker;

(b) list of suppliers and materials used, as well as any relevant test results and surveys;

(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) 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;

(f) test results and records as required by the detailed design information and during construction phase of the project; and

(g) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and the relevant highway authority.

"balancing payment" means a fee calculated pursuant to paragraph 16, to be calculated and agreed separately with the relevant highway authority;

"CDM regulations" means the Construction (Design and Management) Regulations 2015;

"certificate of final completion" means any of the certificates referred to in paragraph 14;

"certificate of reinstatement" means any of the certificates referred to in paragraph 13;

"certificate of substantial completion" means any of the certificates referred to in paragraph 12;

"extraordinary expense" means the cost of repairing damage to any highway to which an existing condition survey relates pursuant to paragraph 7 and which the relevant highway authority consider is directly attributable to use of those highways by extraordinary traffic as a result of the authorised development over and above the average cost of maintaining those highways.

"highway works" means the works, activities or operations listed in Schedules 5 to 9 and Schedule 13 of the Order, any other works, activities or operations (or any part thereof) that are required to be undertaken on, to, above, adjacent, near or under any part of the highway as shown on the accompanying plan for each part of the works and for which the consent of the relevant highway authority is required pursuant to the Order;

"major works" means Highway Works of a substantive nature including, but not limited to, the construction of new temporary or permanent accesses, the upgrading of existing accesses and/or the realignment of existing carriageway;

"minor works" means any Highway Works which are not Major Works including, but not limited to, the removal of street furniture, the erection of temporary signage, the erection of temporary scaffolding and/or the carrying out of vegetation pruning/trimming (or similar operations) in respect of an existing access arrangement;

"part" in relation to highway works means any component, element, section, phase, stage or portion of the highway works that is capable of being approved, carried out or completed separately from the remainder of the highway works;

"permit schemes" means the relevant highway authority's permit scheme as made under the provisions of the Traffic Management Act 2004 and as in force at the date on which this Order is made, being the Traffic Management (Suffolk County Council) Permit Scheme Order 2020

or the Traffic Management (Kent County Council) Permit Scheme Order 2009 and the Kent County Council Permit Scheme Order 2015 (as applicable);

"road safety audits" means the evaluation of each and all of the Highway Works, in accordance with Standard GG 119 (Revision 2.01) of the Department for Transport's Design Manual for Roads and Bridges or any superseding Standard, in order to identify potential road safety problems that may affect any users of the highway and to recommend measures to mitigate or remove those problems;

"security" means, in respect of the Highway Works (or part thereof), a bond from a credit provider approved by the relevant highway authority, and in a form approved in advance by the relevant highway authority, in favour of the relevant highway authority to cover the undertaker's liability to that highway authority for an amount of not less than the estimated cost of the highway works (or part thereof), including costs associated with traffic management, plus 10%.

"substantial completion" means complete to the reasonable satisfaction of the relevant highway authority and so that the Highway Works in question can be used for the purpose and operate in the manner for which they were designed;

"temporary works period" means such period of time as is agreed between National Grid and the relevant highway authority within which any Highway Works of a temporary nature are permitted to remain in situ on the highway, in each case such period of time to begin immediately following Substantial Completion of those Highway Works.

General

3. The undertaker agrees to act towards the highway authorities and its appointed contractors and agents at all times in good faith and to co-operate, communicate and liaise with the relevant highway authority in relation to its obligations under this Part of this Schedule.

4. The undertaker shall be the only client for the purpose of the CDM regulations and agrees to undertake the obligations of a client under the CDM regulations and to use all reasonable endeavours to ensure that each part of the highway works is carried out in accordance with the CDM regulations.

Formal approval

5.—(1) Formal approval for design and implementation of highway works will only be provided to the undertaker who will be regarded as the client under the CDM regulations.

(2) The highway works must not commence until in respect of that part of the highway works—

(a) written approval to those highway works has been obtained from the relevant highway authority (subject to the provisions of 5(7);

(b) a programme for the delivery of works within the highway is provided by the undertaker to the highway authority at least 60 working days in advance of those works being commenced. This programme is to be reviewed periodically to reflect changes. For the avoidance of doubt, this programme can be provided prior to a decision on the Development Consent Order application;

(c) as appropriate, the initial checking fee and balancing inspection payment, and the supervision fee, referred to in paragraph 17 in respect of that part of the highway works has been paid to the relevant highway authority;

(d) the undertaker or its contractor has provided the relevant highway authority full details of the design of the highway works in question, such submission to include:

(i) detailed specifications, drawings and plans for those highway works, including confirmation as to which elements of those highway works are to be temporary or permanent in nature;

(ii) the name of the contractor appointed by the undertaker to undertake the highway works and, in respect of any major works, the details of a suitably qualified site engineer which has been appointed;

(iii) supporting documentation, including proposed traffic management measures, schedules of condition, and relevant road safety audits where necessary as defined by the Design Manual for Roads and Bridges guidance document GG 119 Road Safety Audit;

(iv) details of any proposed landscaping, planting and any boundary features which form part of the highway works or otherwise falls within the highway;

(v) notices in respect of any related temporary stopping-up orders or traffic regulation orders (or applications for the same where not otherwise listed in Schedules 7 and 13 respectively to the DCO);

(vi) evidence of all other consents and approvals necessary for those highway works to take place where relevant to the highway authority;

(vii) a breakdown of the reasonable estimate of the cost of those highway works, including the costs associated with traffic management, plus 10 (ten) per cent;

(viii) details of the Security proposed to be put in place in respect of those highway works in accordance with paragraph 19 (Security);

(ix) if relevant, the intended duration of the temporary works period;

(x) any additional information required pursuant to the permit schemes;

(xi) any additional information reasonably requested by the relevant highway authority in line with the requirements of that highway authority's section 278 highway works procedure; and

(xii) information as relevant and reasonably required by the relevant highway authority to appropriately consider the proposed highway works including in relation to:

(aa) boundary, environmental and mitigation fencing;

(bb) road restraint systems;

(cc) drainage and ducting;

(dd) Earthworks;

(ee) road pavements, kerbs, footways and paved areas;

(ff) traffic signs, road markings, road lighting and electrical work;

(gg) highway structures;

(hh) utility diversions;

(ii) timings for the works (including dates and durations for any closures of any part of the local highway);

(jj) traffic management proposals (including any diversionary routes);

(kk) a schedule of condition of all local highway within the Order limits, and where local highway is occupied under this Order in connection with any works but is not itself subject to highway works; and

(ll) specification of the condition in which the local highway will be returned post occupation.

(3) Following the submission of information pursuant to sub-paragraph (2) of this paragraph, the relevant highway authority must review and determine the submission made, acting reasonably, to it under sub-paragraph (2) within the approval period.

(4) Where the relevant highway authority requests, acting reasonably, the provision of any additional information pursuant to sub-paragraph (2) of this paragraph, the undertaker must as soon as reasonably practicable:

(a) use reasonable endeavours to address the concerns raised by the relevant highway authority and/or provide the additional information requested; or

(b) notify the relevant highway authority that it disagrees with the need to comply with sub-paragraph (3) and intends to have recourse to the escalation process set out in paragraph 6 (Escalation of differences) of this Part of this Schedule below.

PROVIDED THAT such request is made by the relevant highway authority within 10 working days of receipt of the information provided pursuant to sub-paragraph (2) of this paragraph.

(5) Where additional information has been reasonably requested by the relevant highway authority under sub-paragraph (4) above, the approval period shall be paused until such time as that additional information has been provided to it by the undertaker.

(6) In the event that the relevant highway authority refuses to grant approval, or any approval is issued subject to conditions which the undertaker in its sole discretion but acting reasonably at all times considers are unreasonable or would place it in conflict with its statutory duties and/or transmission licence obligations, the undertaker must notify the relevant highway authority in writing as soon as reasonably practicable that it intends to have recourse to the escalation process set out in paragraph 6 (Escalation of differences) of this Part of this Schedule.

(7) If the relevant highway authority has not approved or refused the submission made under sub-paragraph (2) above within the approval period, the undertaker may refer the matter to the escalation procedure set out in paragraph 6.

(8) All approval(s) issued pursuant to this paragraph (2) (whether by agreement, deemed consent or otherwise through the escalation process set out in paragraph 6 (Escalation of differences) of this Part of this Schedule) will be recorded by the undertaker in an approvals register which will include, as a minimum:

(a) a brief description of the highway works to which the approval relates;

(b) the date on which approval was issued or deemed to have been issued;

(c) any unique reference number(s) assigned by the relevant highway authority to that approval;

(d) the reference number(s) for all approved drawings, plans and other supporting information;

(e) any conditions or other information attaching, or relevant to, the approval in question;

(f) the duration of the highways works to which the approval relates; and

(g) officer authorising approval of the design.

(9) Any highway works carried out within the administrative area of Kent County Council must be designed and constructed by the undertaker in accordance with the National Highways "Specification for Highway Works" (1998 Edition) as modified and extended by supplements published on behalf of National Highways and as modified by Kent County Council's standard additional and supplementary provisions as at the date of submission of the designs for the relevant highway works as set out in this paragraph 5.

(10) Nothing in this Part of this Schedule prevents the undertaker from resubmitting any information previously submitted for the relevant highway authority's approval under this paragraph 5 (with or without amendments) regardless of whether the relevant highway authority has approved or refused that previous submission. Following any such resubmission, the relevant highway authority must review and determine the resubmitted information in accordance with sub-paragraph (3) to (8). Where the resubmitted information is not, in whole or in substantial part, new information, the relevant highway authority must respond as soon as reasonably practicable and in any event within the approval period PROVIDED THAT, in respect of matters that had previously been refused, if the relevant highway authority does not determine the submission within the approval period, it is deemed that approval is refused.

Escalation of differences

6.—(1) The parties shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them and, where requested by either party, the undertaker and the relevant highway authority shall assign and procure that their respective senior

representatives meet to consider any such request and use all reasonable endeavours to reach agreement to resolve any dispute in accordance with the following provisions:

(a) the senior representatives shall meet as soon as reasonably practicable in order to identify a means through which matters in dispute may be resolved.

(b) if the matter is not resolved at that level within twenty (20) Working Days of either party requesting such a meeting (or such longer period as may be agreed between the parties) then the provisions of article 62 (Arbitration) will automatically apply.

Extraordinary traffic

7.—(1) Prior to the commencement of any part of the highway works, or use of a construction route, the undertaker will:

(a) agree with the relevant highway authority a methodology for the surveying of the condition of any existing public highways likely to be affected by that part of the highway works;

(b) promptly undertake a survey of the condition of existing public highways in accordance with the agreed methodology; and

(c) share the results of any such survey with the relevant highway authority.

(2) Following the carrying out of the corresponding part of the highway works, or final use of a construction route, the undertaker shall have due regard to any written/photographic evidence presented to it by the relevant highway authority of damage to any highway to which an existing condition survey relates pursuant to sub-paragraph (1) of this paragraph and which the relevant highway authority reasonably considers is directly attributable to use of those highways by extraordinary traffic as a result of the highway works, the repair of which will otherwise constitute an extraordinary expense.

(3) In such circumstances, the undertaker shall either carry out repair works in accordance with sub-paragraph (5) to the reasonable satisfaction of the relevant highway authority or reimburse the relevant highway authority for all or part of the amount of any expenses of repairing the highway, unless, acting reasonably, the undertaker determines neither they nor their agents or contractors caused the damage.

(4) In the event that the undertaker determines neither they nor their agents or contractors caused the damage, the relevant highway authority may refer the matter to the escalation procedure set out in paragraph 6.

(5) Nothing in this paragraph 7 (extraordinary traffic) will restrict the undertaker or its contractors from undertaking repairs to any part of the existing public highway affected by any part of the highway works at its own expense, and subject always to first obtaining the necessary approvals and permits from the relevant highway authority.

(6) This paragraph 7]is without prejudice to the highway authority's powers under Section 59 of the 1980 Act.

Conduct of the highways works

8.—(1) Each part of the highway works shall at all times be carried out in accordance with the approvals as recorded in the approvals register, this Order and the management plans therein and in accordance with all reasonable site-specific requirements of the relevant local highway authority (if any).

Testing of materials

9.—(1) Each relevant highway authority may require the testing of materials plant and workmanship used or proposed to be used in the highway works and shall have the power to reject any materials plant or workmanship so tested which each relevant highway authority may reasonably and properly find to be not in accordance with the approved information pursuant to

paragraph 5 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 5 (formal approval) of this Part of this Schedule.

(2) The undertaker shall, as soon as is reasonably practicable, replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved information pursuant to paragraph 5 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 5 (formal approval) of this Part of this Schedule.

(3) Subject at all times to provision of appropriate notice (when wishing to access land outside of the highway boundaries) and compliance with any overriding health and safety or similar obligations, any person or persons duly authorised by each highway authority shall be allowed reasonable access and admission to the highway works or the places where materials or plant for the highway works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the undertaker).

Inspection of the highways works

10.—(1) Subject at all times to provision of appropriate notice (when wishing to access land outside of the highway boundaries) and compliance with any overriding health and safety or similar obligations, the undertaker shall, during the progress of each and all of the highway works, give to or procure for any person or persons duly authorised by each highway authority supervised access to every part of the highway works and the site thereof and permit those person or persons to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper directions given in order to ensure conformity with the approved information pursuant to paragraph 5 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 5 (formal approval) of this Part of this Schedule.

(2) The undertaker shall not cover up or put out of view any works forming part of the Highway Works without the approval of the relevant highway authority and shall afford full opportunity for any person or persons duly authorised by the relevant highway authority to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least seventy two (72) hours' notice to the relevant highway authority whenever any such work or foundations is or are ready or about to be ready for examination.

(3) Each relevant highway authority shall ensure that any person or persons duly authorised by it attend, without unreasonable delay, when required by the undertaker for the purpose of examining the highway works or of examining such foundations.

Opening up of the Highways Works

11.—(1) During the construction of each part of the highway works and prior to the issue of the certificate of substantial completion for that part of the highway works, the relevant highway authority may wish to open or expose any of the highway works which have been covered up without previously being inspected by the highway authority under paragraph 10 (Inspection of the highway works).

(2) Where sub-paragraph (1) of this paragraph applies, the relevant highway authority may so take up or expose the relevant part of the highway works causing as little damage or inconvenience as is possible in respect of any other part or parts of the highway works (and the undertaker shall be responsible for the reasonable and proper cost of such taking up or exposure and reinstatement) provided that if the highway works or any part or parts thereof are covered up by the undertaker after giving the notice referred to in paragraph 10 of this Part of this Schedule and the relevant highway authority have failed to inspect in the period therein referred to and the relevant highway authority shall subsequently require the highway works or any part of them to be uncovered for the purposes of inspection:—

(a) if inspection reveals the relevant part or parts of the highway works to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph 5 (Formal approval) and recorded in the

approvals register, all costs in respect of such uncovering and inspection and of reinstating the part or parts of the highway works uncovered shall be borne by the relevant highway authority; or

(b) if inspection reveals the relevant part or parts of the highway works not to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph 5 (Formal approval) and recorded in the approvals register all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the highway works uncovered shall be borne by the undertaker.

Site clearance and Certificates of Substantial Completion

12.—(1) The obligations in this paragraph 12 shall apply in respect of all highway works, irrespective of whether they are of a permanent or temporary nature.

(2) On substantial completion of each part of the highway works, the undertaker shall:

(a) clear away and remove from the site of the highway works all construction plant and temporary works of every kind and leave the site of the highway works in a neat and tidy condition to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably); and

(b) as defined in GG 119, carry out stage 3 of the road safety audit process and comply to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably) with recommendations arising thereunder prior to the opening of the highway works to the public.

(c) notify the relevant highway authority of completion of the highway works or any part thereof and apply to the relevant highway authority for a certificate of substantial completion.

(3) Following an application for a certificate of substantial completion, the relevant highway authority shall as soon as reasonably practicable—

(a) inspect the highway works; and

(b) provide the undertaker with a written list of any works that are reasonably required for the certificate of substantial completion to be issued or confirmation that no further works are required for this purpose.

(4) The undertaker shall carry out any works identified by the relevant highway authority (in accordance with sub paragraph (3)) within any reasonable timescales specified by the relevant highway authority and to the reasonable satisfaction of that highway authority.

(5) The provisions of sub paragraphs (3) and (4) then repeat themselves until the highway works, or relevant part(s) of them, have been completed to the reasonable satisfaction of the relevant highway authority.

(6) Upon substantial completion of each part of the highway works, including any additional work resulting from stage 3 of the road safety audit process to the satisfaction in all respects of the relevant highway authority (the relevant highway authority being obliged to act reasonably), the relevant highway authority shall issue a certificate of substantial completion in respect of those highway works to the undertaker, provided that all costs and expenses owing to the relevant highway authority have been paid in respect of those highway works.

Temporary works period and certificate of reinstatement (temporary works only)

13.—(1) The obligations in this paragraph 13 shall apply only in respect of those highway works which are of a temporary nature.

(2) The undertaker shall be permitted to retain each part of the highway works in situ for the temporary works period (or such longer period as is agreed between the undertaker and the relevant highway authority) provided this does not exceed completion of the construction phase of the authorised development.

(3) The undertaker shall maintain each part of the highway works in a condition satisfactory to the relevant highway authority for the temporary works period (the relevant highway authority being obliged to act reasonably).

(4) On the expiry of the temporary works period, the undertaker shall promptly clear away and remove from the site of the highway works all highway works of every kind (including construction plant and equipment) and reinstate the site of the highway works to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably).

(5) The relevant highway authority shall thereafter, and as soon as reasonably practicable, issue to the undertaker the certificate of reinstatement in respect of the relevant highway works.

(6) Notwithstanding the issue of a certificate of reinstatement, the undertaker shall remain responsible for the correction of any defects arising in any reinstatement works or temporary works identified by the relevant highway authority within one calendar year of the certificate being issued, acting reasonably and having regard to the nature of the relevant works.

Defects correction period and certificate of final completion (permanent works only)

14.—(1) The obligations in this paragraph 14 shall apply only in respect of those highway works which are of a permanent nature.

(2) The undertaker shall maintain each part of the highway works for a period of:

(a) in the case of minor works, twelve (12) months (unless the relevant highway authority agrees in writing a different period) from the issue of the related certificate of substantial completion; and

(b) in the case of major works, eighteen (18) months (unless the relevant highway authority agrees in writing a different period) from the issue of the related certificate of substantial completion,

and prior to the expiration of the relevant period, the undertaker shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period (including any defect in or damage to any highway the surface water drainage system) so as to place the highway and the relevant highway works in a condition satisfactory to the relevant highway authority (the highway authority being obliged to act reasonably).

(3) After the expiration of the period of twelve (12) months from the date of issue of the certificate of substantial completion, the undertaker shall (unless it is agreed between the parties that it is to be carried out sooner or that it is no longer required) carry out stage 4 of the road safety audit and comply to the satisfaction in all respects of the relevant highway authority (the highway authority being obliged to act reasonably) with any recommendations arising thereunder.

(4) After:

(a) the expiration of the relevant period referred to in sub-paragraph (2) (or such lesser period as agreed in writing by the relevant highway authority under sub-paragraph (2); and

(b) any damage or defects or other maintenance works reasonably required by the relevant highway authority have been fully repaired / made good / completed to the reasonable satisfaction of the relevant highway authority, including any improvements arising under stage 4 of the road safety audit to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably); and

(c) the undertaker has provided the relevant highway authority with a plan showing the land over which the highways works have been constructed, as-built information as reasonably required by the relevant highway authority and a health and safety file complying with the CDM regulations, including a separate health and safety file for each structure; and

(d) The undertaker has paid any costs and expenses due to the relevant highway authority under this Part of this Schedule,

the relevant highway authority shall as soon as reasonably practicable issue to the undertaker the certificate of final completion in respect of the relevant highway works, provided that the certificate of final completion shall in the case of road gullies extend only as far as their points of

entry to the surface water sewers where those are not being adopted by the highway authority as highway drains.

(5) Upon issue of a certificate of final completion:

(a) any part of the highway works to which that certificate of final completion shall relate which is not already public highway shall, where the undertaker is the freehold owner of the land on which the works were carried out, be adopted by the relevant highway authority as part of the public highway; and

(b) the highway works so certified shall from then and at all times be maintainable at the public expense and the undertaker shall have no further liability under this Schedule in respect to the same.

(c) the undertaker shall maintain the area of land on which the highway works have been carried out to the reasonable satisfaction of the relevant highway authority until the date of issue of the certificate of final completion.

Permit schemes

15. The undertaker agrees that the provisions in this Part of this Schedule operate in parallel to the permit schemes, each of which is given effect in article 12 (Application of the permit schemes) of this Order.

16. Unless otherwise agreed in writing by the relevant highway authority, in the event of a conflict with the provisions of this Part of this Schedule and either or both of the permit schemes, the terms of the permit scheme will prevail.

Payments and Costs

17. The undertaker must pay to the relevant highway authority—

(a) where highway works (and any part of them) are being carried out within the administrative area of Kent County Council, a supervision fee of 10% of the estimated cost (for highway works valued up to £500,000 and 3% of any part of the estimated cost that is over £500,000) in relation to the highway works (or part thereof) for which formal approval is sought, such sum to be payable as follows:

(i) £2,000.00 to be paid to the relevant highway authority prior to the submission of an application for formal approval; and

(ii) any remaining balance to be paid to the relevant highway authority before the relevant part of the highway works commences;

(b) where highway works (and any part of them) are being carried out outside of the administrative area of Kent County Council, an initial checking fee, to be calculated and agreed separately with the relevant highway authority, in relation to the highway works (or part thereof) for which formal approval is sought, such sum to be payable prior to the submission of an application for formal approval;

(c) for any highway works outside the administrative area of Kent County Council, a balancing inspection payment, to be calculated and agreed separately with the relevant highway authority, such sum to be payable, if required, prior to commencement of the highway works (or part thereof) in question including recovery of additional costs for changes during the construction phase;

(d) the reasonable costs incurred by the relevant highway authorities in monitoring the implementation of any recommendations arising from any road safety audits undertaken, such sum to be payable upon production of a valid invoice for the same;

(e) the reasonable cost of any temporary and permanent traffic regulation orders, such sum to be payable prior to the commencement of any work on the making of such Order;

(f) the reasonable cost of any other road traffic orders required to facilitate the highway works, such to be payable prior to the commencement of any work on the making of such Order;

(g) any value added tax which is payable by the relevant highway authority in respect of such payments referred to in this paragraph 17 and for which it cannot recover from HM Revenue and Customs;

(h) any commuted sums in accordance with the relevant highway authority's standard commuted sums policy in place from time to time for the ongoing maintenance by the relevant highway authority of the infrastructure/items the commuted sum covers in respect of permanent works, such sums to be paid by the undertaker to the relevant highway authority before the relevant certificate of final completion is issued; and

(i) any other costs reasonably and properly incurred by the relevant highway authority directly in relation to the carrying out of its obligations under this Part of this Schedule which are not otherwise specified in this paragraph 17 or otherwise agreed in writing between the parties.

18.—(1) Aside from paragraphs 17(a), 17(b) and 17(f), all funding and charging arrangements between the undertaker and the relevant highway authorities shall be in accordance with the following overarching principles:

(a) the charging must relate exclusively to the relevant highway authority's recovery of its costs in respect of the highway works and more broadly for the provision of services it is authorised but not required (by an enactment) to provide;

(b) where the services of the authorities maintenance contractor are required these will be charged at the rates within the authorities maintenance contact and subject to the conditions of the same;

(c) charges are to be incurred on a not-for profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;

(d) there shall be full transparency with regard to costs incurred;

(e) the relevant highway authority shall use reasonable endeavours to keep costs payable by the undertaker to a minimum including by, but not limited to, sharing resources between the highway authorities where relevant, avoiding unnecessary duplication of time and/or effort, and making the best use of available information;

(f) if significant changes are made to the approved design during construction the highway authority reserves the right to recover any additional costs incurred.

(2) All invoices submitted in connection with the costs and/or payments must comply with the principles set out in sub-paragraph (1) and be accompanied by a written report summarising all tasks carried out or activities undertaken which have given rise to such costs and such other supporting information as is reasonable for the undertaker to request in the circumstances.

Security

19.—(1) Prior to commencement of the highway works or part thereof, the undertaker shall provide the security.

(2) On the issue of a certificate of substantial completion, 75% of the security held in respect of the relevant highway works to which the certificate of substantial completion relates is automatically released, less any part(s) expended in accordance with the terms of this Schedule.

(3) On the issue of a certificate of final completion (or a certificate of reinstatement as appropriate), any remaining balance of the part of the security held in respect of the relevant highway works to which the certificate of final completion (or certificate of reinstatement as appropriate) relates is automatically released.

(4) Should the undertaker default in the execution of its obligations in carrying out, maintaining and/or repairing any or all of the relevant part of the highway works, then the relevant highway authority may itself complete, maintain and/or repair (as appropriate) that part of the highway works that has been commenced by the undertaker and maintain or remove and reinstate the same and call upon the undertaker to reimburse it for the cost expended in respect of the same, or require the

provider of the security to deposit a sum of money with the relevant highway authority up to the amount of the total figure specified in the security, provided that:

(a) where there is any dispute on whether the undertaker has defaulted, the dispute has first been settled in accordance with paragraph 6 (escalation of disputes) unless the relevant highway authority, acting reasonably at all times, considers there is a danger to the public or significant risk to the safe and efficient flow of traffic;

(b) unless there is a danger to users of the highway, the relevant highway authority shall first give 20 working days prior written notice (or such lesser period as may in the circumstances be reasonable) of its intention to commence work under this sub-paragraph (4);

(c) any notice served under this sub-paragraph (b) shall specify the period of the notice ("the notice period"), the extent of the work which the relevant highway authority proposes to carry out, and details of all matters in respect of which the relevant highway authority considers that the highway works have not been carried out in accordance with this Part of this Schedule; and

(d) if before the expiry of the notice period, the undertaker serves written notice upon the relevant highway authority that it intends diligently to execute the works specified in the notice in accordance with this Part of this Schedule, within the notice period (or such other period as the relevant highway authority may agree) the relevant highway authority shall not be entitled to execute the relevant part or parts of the highway works specified in the notice served under this paragraph unless the undertaker then fails to execute those works within the agreed timescale.

(5) Should the undertaker default on any of its obligations in this Part of this Schedule in respect of paying costs to the relevant highway authority or indemnifying the relevant highway authority (paragraphs 17 and 21), the relevant highway authority is entitled to draw down the relevant sum from the Security, provided that where there is any dispute on whether the undertaker has defaulted, the dispute has first been settled in accordance with paragraph 6 (escalation of disputes).

Insurance

20.—(1) Prior to the commencement of the highway works the undertaker must have in place public liability insurance in the minimum sum of £10,000,000.000 (ten million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of highway works or use of the local road network by the undertaker and must maintain that insurance until the date of issue of the last certificate of final completion and must provide copies of that insurance to each local highway authority within 5 working days of a request being made.

Indemnity

21.—(1) The undertaker shall, from the date of commencement of each part of the highway works indemnify the relevant highway authority against all claims, charges, costs, expenses, liability or losses whatsoever arising out of any or all of that part of the highway works (including claims made under Section 10 of the Compulsory Purchase Act 1965, Part I of the Land Compensation Act 1973 and any claims for compensation under the Noise Insulation Regulations 1975 (SI 1975/1763)) and shall at all times indemnify and keep indemnified the relevant highway authority for any claims or similar arising out of any breach or non-observance by the undertaker of its obligations in this Part of this Schedule, provided that the undertaker's indemnity will not extend to any claims submitted to the relevant highway authority arising out of the negligence of the relevant highway authority's employees or to the extent that such claims relate to the ongoing maintenance by the relevant highway authority of infrastructure or items for which commuted sums have been paid by the undertaker pursuant to paragraph 17(a)(i) after the issue of the relevant certificate of final completion (unless arising from any breach by the undertaker of its obligation(s) in this Part of this Schedule or from defective or negligent design or construction).

(2) The relevant highway authority shall:

(a) notify the undertaker as soon as reasonably practicable upon becoming aware of any matter which becomes the subject of a claim for indemnity;

(b) keep the undertaker reasonably informed of all progress of which it is, or becomes, aware of in connection with that matter and of any proposed settlement.

(c) not settle or compromise that matter without the previous consent of the undertaker, such consent not to be unreasonably withheld or delayed. Where the undertaker does not so consent it shall indemnify the relevant highway authority against all costs incurred by that highway authority in litigating that matter and will assist the highway authority in such litigation by providing such witnesses and other evidence as it is able to do in relation to any matter in contention.

(3) The indemnity in sub-paragraph (1) above includes:

(a) all fees incurred by claimants which the relevant highway authority is obliged to pay, and those of the relevant highway authority or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);

(b) statutory interest payments to claimants and their professional advisors; and

(c) the relevant highway authority's reasonable and proper legal and surveyor costs in making the compensation, fees and interest payments.

PART 6

FOR THE PROTECTION OF LONDON GATEWAY PORT LIMITED

Application

1. For the protection of LGPL the following provisions will, unless otherwise agreed in writing between the undertaker and LGPL, have effect in relation to the construction, operation and maintenance of any specified work.

Interpretation

2. In this Part of this Schedule—

"Areas of Safeguarded Water Depth" means the areas, or any part thereof, shown on the Areas of Safeguarded Water Depth plan which comprises three areas labelled: Sunk Pilot boarding area, Long Sand Head Two-Way Route crossing area, and North East Spit area;

"Cable Specification and Installation Plan" means the cable specification and installation plan to be approved by the MMO under condition 4 of the Deemed Marine Licence;

"construction" includes execution, placing of a work and the carrying out of any operation, and "construct" and "constructed" are to be construed accordingly;

"commence" for the purpose of this Part of Schedule 15 means the carrying out of any authorised development and surveying and monitoring activities and "commencement" and "commenced" must be construed accordingly;

"Deemed Marine Licence" means the marine licence granted by this Order as set out in Schedule 16;

"LGPL" means London Gateway Port Limited;

"maintain" has the same meaning as in article 2 save that it includes surveying and monitoring within the Areas of Safeguarded Water Depth and maintenance shall be construed accordingly;

"Navigation and Installation Plan" means the Navigation and Installation Plan to be approved under condition 4(1)(g) of the Deemed Marine Licence;

"Offshore Construction Environmental Management plan" means the plan to be approved under condition 4(b) of the Deemed Marine Licence;

"plans" includes navigational risk assessments, plans, sections, elevations, drawings, specifications, programmes, construction methods and descriptions including, where applicable, relevant hydraulic information and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"Restricted Zone Works" means any specified work that would be carried out with a Recommended Restricted Zone as defined in the Deemed Marine Licence;

"specified work" means any works or operations forming part of the construction, operation or maintenance of the authorised development or any ancillary works that are within or which may affect the Areas of Safeguarded Water Depth; and

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

Consultation and Notice

3. The undertaker will consult LGPL on:

(1) the Cable Specification and Installation Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) no less than 20 business days before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4 of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Safeguarded Water Depth); and

(2) the Navigation Installation Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) no less than 20 business days before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4(k) of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Safeguarded Water Depth).

(3) the offshore Construction Environmental Management Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4(1)(g) of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Safeguarded Water Depth).

4. The undertaker will construct and maintain the specified works in accordance with the plans as approved pursuant to paragraph 3, unless otherwise agreed in writing by the MMO pursuant to condition 4(4) of the deemed marine licence in Schedule 16. However, prior to seeking such an approval of the MMO the undertaker will consult LGPL and will provide the MMO with a copy of any response made by LGPL as part of any request for the MMO's approval.

5. The undertaker will consult LGPL on the proposed activities and programme for any pre-construction monitoring, construction monitoring, post construction monitoring or surveying and related reporting within or which may affect the Areas of Safeguarded Water Depth before such pre-construction monitoring, construction monitoring, post construction monitoring or surveying is programmed to commence. The undertaker must allow LGPL a period of 3 weeks in which to respond and have regard to any request made by LGPL for reasonable amendment to the programme.

6. The undertaker must notify LGPL of the final planned programme for any pre-construction monitoring, construction monitoring, postconstruction monitoring or survey work to be undertaken under this Order within or which may affect the Areas of Safeguarded Water Depth no less than 5 business days before such survey work is programmed to begin.

7. The undertaker will consult LGPL on any application for marine licensing for the clearance of unexploded ordnance from or which may affect the Areas of Safeguarded Water Depth before such applications are submitted to the MMO. The undertaker must have regard to any request made by LGPL for reasonable amendment to the proposed application, provided that the request is made to the undertaker within 10 business days of receipt of the details of the proposed application.

8. The undertaker must notify LGPL of the final programme for any clearance of unexploded ordnance to be undertaken within the Areas of Safeguarded Water Depth no less than 10 business days before such disposal is programmed to begin.

9. The undertaker will consult LGPL on the activities and programme for any specified work which is not covered by the Cable Specification and Installation Plan before such specified work is programmed to commence. The undertaker must allow LGPL a period of 3 weeks in which to respond and have regard to any request made by LGPL for reasonable amendment to the activities or programme.

10. The undertaker must notify LGPL of the final method statement and programme for any for any specified work to be undertaken under this Order which is not covered by the Cable Specification and Installation Plan no less than 5 business days before such work is programmed to begin.

Cable Specification and Installation Plan

11. The Cable Specification and Installation Plan, or any other plan referred to in paragraph 3 must comply with Requirement 17 and set out for Work No.6, in so far as it applies to the Areas of Safeguarded Water Depth:

(1) The proposed cable installation methods and measures for management of construction risks;

(2) Cable protection measures proposed including type, maximum volume and locations;

(3) Arrangements to consult LGPL on matters regarding the construction of cables and cable protection measures within the Areas of Safeguarded Water Depth, including provision of a point of contact for continuing liaison and co-ordination throughout the construction of these works;

(4) The proposed programme of work for cable installation with arrangements for specific notification and liaison with the LGPL Harbour Master in relation to the undertaker's activities in the Areas of Safeguarded Water Depth throughout the programme, including as to the schedule of vessel activities and movements and arrangements for notification of any changes to the programme to LGPL;

(5) Arrangements for close liaison between the undertaker, its contractors and LGPL's Harbour Master to allow all parties to take steps to minimise impacts on vessels calling at London Gateway Part; and

(6) The programme and methodologies for monitoring and the arrangements for the results of monitoring surveys or other construction evidence being made available to LGPL within 10 business days of the undertaker receiving reports of the survey results or evidence to demonstrate compliance with the depths referred to in sub-paragraph (1) of this paragraph.

Monitoring

12. The undertaker shall notify LGPL as soon as reasonably practicable, and in an event within 2 business days, in the event that any geophysical survey conducted using a multi-beam echo sounder confirms the exposure of any cable within the Areas of Safeguarded Water Depth.

Minimising the Impact of Restricted Zones

13. Not less than two weeks prior to carrying out any Restricted Zone Works in any part of the Areas of Safeguarded Water Depth, the undertaker will notify LGPL's harbour master of that fact and LPGL's harbour master will in turn provide the undertaker with its schedule of vessel calls. The undertaker will have regard to the schedule in relation to the timings of the presence of its vessels and the carrying out of Restricted Zone Works so as to avoid and minimise disruption to vessels navigating to and from London Gateway Port.

14. Pre-commencement meetings between LGPL's harbour master and the undertaker or the undertaker's relevant contractors will take place either one or two days before Restricted Zone Works begin in each of Areas of Interest and the undertaker will have regard to LGPL's

representations at those meetings when planning and carrying out Restricted Zone Works in the Areas of Interest.

15. Whilst Restricted Zone Works are carried out in the Areas of Safeguarded Water Depth, the Applicant will provide LGPL's harbour master with daily updates to inform LGPL's scheduling.

Provision of as built details

16. As soon as reasonably practicable following the completion of the construction of cables forming Work No. 6 (including any cable protection measures), and after any works or maintenance which would result in changes to the position, depth and/or cable protection measures installed as part of Work No.6, the undertaker must provide (on a strictly confidential basis) to LGPL as built drawings of Work No. 6 in a form and scale to be agreed between the undertaker and LGPL to show the position, depth and any cable protection measures installed as part of Work No. 6 in relation to the Areas of Safeguarded Water Depth.

17. LGPL must not disclose (without the written consent of the undertaker) any information that has been provided by the undertaker to LGPL on a confidential basis or which is marked as commercially sensitive and must hold such information on a confidential basis only, except that LGPL may provide the information to contractors and agents acting on its behalf (including but not limited to contractors engaged to carry out dredging operations) provided that such agents and contractors are required by LGPL to treat such information as confidential.

Transfer of the benefit

18. The undertaker must within 7 days after the completion of any sale, agreement or other transaction under article 7 (Consent to transfer benefit of Order) in relation to which any powers, rights and obligations of the undertaker are transferred to another party, notify LGPL in writing, and the notice must include particulars of the other party to the transaction under article 7, the general nature of the transaction and details of the extent, nature and scope of the works or functions sold, transferred or otherwise dealt with.

Arbitration

19. Any dispute arising between the undertaker and LGPL under this Part of this Schedule is to be escalated in the first instance to senior representatives from LGPL and the undertaker, and LGPL and undertaker must seek to resolve the dispute through a meeting between the parties promptly and in any event within 10 business days.

20. Any difference or dispute arising between the undertaker and LGPL under this Part of this Schedule which has not been resolved within 10 days under paragraph 19 above must, unless otherwise agreed in writing between the undertaker and LGPL, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers.

Notices

21. Any plans submitted to LGPL by the undertaker pursuant to this Part of this Schedule must be sent to LGPL by post to the address below such other address or e-mail address as LGPL may from time to time appoint instead for that purpose and notify to the undertaker.

London Gateway Port Harbour Master

London Gateway Port Limited

No. 1 London Gateway

London Gateway Drive

Stanford-le-Hope

Essex

SS17 9DY

Consultation Principles

22. Wherever the undertaker is required to consult LGPL under this Part of this Schedule the following shall apply.

(1) The undertaker shall provide LGPL with sufficient information to enable meaningful consideration, including detailed plans, specifications, and any relevant environmental or operational impact assessments.

(2) LGPL shall be entitled to request any clarification or additional documentation necessary to understand the proposal, provided that the request is made to the undertaker within 10 business days of receipt of the details which are subject to consultation.

(3) LGPL shall be entitled to request a meeting to discuss the proposed works, and the undertaker shall use reasonable endeavours to arrange such meeting within 10 business days of the request.

(4) LGPL shall be entitled to request an extension to any of the relevant timeframes if required and such extension shall be granted by the undertaker wherever reasonably practicable provided that the request is made to the undertaker within 10 business days of receipt of the details which are subject to consultation or of receipt of any clarification or additional documentation requested pursuant to sub-paragraph (2).

(5) In relation to any consultation, the undertaker shall be obliged to receive and fully consider any and all comments provided by LGPL within the relevant timeframes and, to the extent practicable, to also consider comments received outside of these timeframes.

(6) In relation to any consultation, the undertaker shall have due regard to any comments, representations or objections made by LGPL and upon request shall respond in writing, setting out how such comments, representations or objections have been considered and, where applicable, addressed.

(7) The undertaker shall not commence the proposed works or apply for consent from the MMO, as relevant, until the consultation process has been completed in accordance with this Part of this Schedule, including the provision of responses to any comments, representations or objections made by LGPL (if requested).

(8) LGPL shall act reasonably and in good faith in reviewing any consultation materials and making any requests, representations, or objections.

(9) The undertaker shall act reasonably and in good faith in preparing and providing materials and in responding to any requests, representations, or objections from LGPL.

(10) The undertaker shall keep a written record of all consultation communications, including comments, requests, responses, representations, objections, and meeting notes, and shall provide a copy to LGPL upon request and shall provide a copy of any relevant request, representation, or objections from LGPL to the MMO with any application that is to be submitted to the MMO pursuant to Schedule 16 (deemed marine licence) or otherwise in respect of a plan, works or other proposal upon which LGPL has been consulted, provided that LGPL provide those requests, representations or objections to the undertaker before the relevant application is submitted to the MMO.

PART 7

FOR THE PROTECTION OF RAILWAY INTERESTS

1. 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 14 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2.—(1) In this Part of this Schedule—

"asset protection agreement" means either an asset protection agreement, a basic asset protection agreement or both shall reasonably be determined by Network Rail 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, maintenance, 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;

"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 4 (maintenance of authorised development) in respect of such works.

3.—(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.

(3) Where under this Part of this Schedule Network Rail is required to act reasonably, any standard of reasonableness required to be exercised by Network Rail shall constitute the standard of reasonableness to be expected of a prudent railway statutory undertaker acting in compliance with its statutory and regulatory duties.

4.—(1) The undertaker must not exercise the powers conferred by—

(a) article 20 (discharge of water);

(b) article 22 (authority to survey and investigate the land);

(c) article 51 (felling or lopping);

(d) article 52 (trees subject to Tree Preservation Orders);

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 44 (statutory undertakers), or article 38 (power to override easements and other rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph—

(a) such consent must not be unreasonably withheld but may be given subject to reasonable conditions in the circumstances; and

(b) such consent must not be unreasonably delayed and if, by the end of 28 days beginning with the date on which such request for Network Rail's consent was made, Network Rail has not intimated its refusal together with the grounds of any such refusal of consent, the undertaker may serve upon Network Rail written notice requiring Network Rail to intimate approval or disapproval within a further period of 14 days beginning with the date upon which Network Rail receives written notice from the undertaker. If by the expiry of the further 14 days Network Rail has not intimated consent or refusal of consent, Network Rail is deemed to have given consent for the exercise of the respective powers.

(6) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work, and Network Rail must act reasonably at all times in connection with the negotiation of, and entry into, such an asset protection agreement.

5.—(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—

(a) unreasonably withheld, but may be given subject to reasonable conditions in the circumstances, or;

(b) unreasonably delayed 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 14 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 14 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) Where Network Rail refuses its approval of the plans supplied to it pursuant to sub-paragraph (1) Network Rail shall provide reasons for such refusal in writing and the undertaker shall revise the relevant plans to accommodate such reasons where reasonable to do so and the process in sub-paragraphs (1) and (2) shall be repeated.

(4) If 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 by the earlier of the date:

(a) on which the engineer intimates their approval of the plans under sub-paragraph (2); or

(b) that is the end of the period of 14 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (b)

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 accordance with the plans approved or be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker PROVIDED THAT such specified works to which this paragraph shall apply shall be limited to works to railway infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.

(5) If Network Rail give notice to the undertaker under sub-paragraph (4) then, if reasonably required by the undertaker upon reasonable prior written notice, Network Rail will also construct any adjoining part of the specified work ("adjoining work"), PROVIDED THAT such adjoining work is integral to and necessary to be carried out in conjunction with that specified work, 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, subject to—

(a) such adjoining work being located on railway property;

(b) Network Rail having sufficient rights to carry out such adjoining work;

(c) the undertaker first providing Network Rail with the requisite plans, specifications and any other information reasonably required by Network Rail to enable it to carry out such adjoining work;

(d) the engineer's approval of such adjoining work; and

(e) Network Rail being able to recover its costs of carrying out such adjoining work pursuant to paragraph 14(1).

(6) When signifying their approval of the plans pursuant to sub-paragraphs (1) and (2) the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion (acting reasonably) need to 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 PROVIDED THAT any such protective works would be on land held or controlled by Network Rail, and such protective works are authorised by the Order or are development permitted by either an Act of Parliament or a general development order made under the 1990 Act.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(5) 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 5;

(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.

7. The undertaker must—

(a) subject to compliance with all applicable health and safety requirements of Network Rail, 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.

8. Network Rail must—

(a) subject to compliance with all applicable health and safety requirements of Network Rail, 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

(b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or by 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, following receipt of a VAT invoice, 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 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 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 paragraph 5, and under the supervision (where appropriate and if given) of the undertaker, and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(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 PROVIDED THAT such specified works to which this paragraph shall apply shall be limited to works to railway

infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(1)(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.

10.—(1) Provided such sums are not payable under any other agreement between the undertaker and Network Rail, the undertaker must repay to Network Rail, following receipt of a VAT invoice, 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 5(3), in constructing any adjoining works under the provisions of paragraph 5(5) or in constructing any protective works under the provisions of paragraph 5(6) 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 in the opinion of the engineer, need 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 is 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.

(2) 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 following receipt of a VAT invoice.

11.—(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 5(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 5(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 sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-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 Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph.

(6) The undertaker shall use reasonable endeavours not to allow the use or operation of the authorised development in a manner that causes EMI and which introduces an intolerable risk to the operation of the railway or the safety of the track workers (such intolerable risk would include introducing exposure to electric and magnetic fields in excess of the requirements of the Control of Electromagnetic Field at Work Regulations 2016, unacceptable transferred voltage potentials and interference impacting the safe operation of the signalling equipment) until measures have been taken in accordance with this paragraph to reduce the risk to tolerable levels of EMI.

(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; and

(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.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (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 6.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 14(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 10(1)(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 62 (Arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.

12. 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.

13. 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.

14.—(1) The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 57 (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 referred to in sub-paragraph (1) as soon as reasonably practicable after Network Rail become aware of the same;

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker;

(c) take all steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands; and

(d) keep the undertaker informed where reasonably practicable to do so and have regard to the undertaker's representations in relation to any such claims or demands referred to in sub-paragraph (1).

(3) In no circumstances shall the undertaker be liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs in circumstances where—

(a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator.

(4) Network Rail shall use reasonable endeavours to provide the undertaker with an estimate of the relevant costs in advance of any such liability occurring.

(5) Network Rail shall use reasonable endeavours to provide the undertaker with a copy of such agreement (or agreements) and to assist the undertaker in ascertaining the extent of Network Rail's potential liability under such agreement (or agreements).

(6) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any costs, charges, damages and expenses to the extent that it is attributable to the act, omission, default or negligence of Network Rail or its officers, servants, contractors or agents.

(7) 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.

(8) 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 (6).

(9) 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.

15. 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 14 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).

16. 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.

17. 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 or grant to the undertaker of—

(a) any railway property shown on the works and 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.

(2) 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.

18. 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 7 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 14 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.

19. 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 60 (certification of documents) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

20. In relation to any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 11(11)) the provisions of article 62 (Arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

PART 8

FOR THE PROTECTION OF NORTHUMBRIAN WATER LIMITED

1.—(1) For the protection of NWL, the following provisions, unless otherwise agreed in writing between the undertaker and NWL, have effect.

(2) In this Part of this Schedule:

"alternative apparatus" means alternative apparatus adequate to enable NWL to fulfil its statutory functions in a manner that is no less efficient than previously afforded to NWL and in all respects reasonably convenient to NWL including any reasonably necessary protective works for the apparatus;

"apparatus" means the following items belonging to or maintained by NWL within the Order limits:

(a) in the case of NWL's water undertaking:

(i) mains, pipes, wells, boreholes, tanks, service reservoirs, pumping stations or other apparatus, structure, tunnel, shaft or treatment works or "accessories" (as defined in section 219(1) of the Water Industry Act 1991) belonging to or maintained or used by NWL for the purposes of water supply; and

(ii) any water mains or service pipes which are the subject of a notice of intention to adopt under section 51A of the Water Industry Act 1991; and

(b) in the case of NWL's sewerage undertaking:

(i) any sewer, drain or disposal works vested in NWL under the Water Industry Act 1991; and

(ii) any sewer, drain or disposal works 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 (as defined in section 219(1) of the Water Industry Act 1991) forming part of any such sewer, drain or works, and 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;

"material difference" the placing of alternative apparatus of a type or capacity or of those dimensions or at a depth which is other than that agreed pursuant to paragraph 5(2) or as determined by arbitration in accordance with article 62 (arbitration) to be necessary, save where the placing of such apparatus in such manner and form and in such location is in

accordance with those details reasonably given rise to by conditions on site provided that (save in the case of emergencies) NWL has notified the undertaker of those conditions as soon as reasonably practicable and the undertaker has agreed (such agreement not to be unreasonably withheld or delayed) to the placing of such apparatus in such manner and form and "Materially Different" shall be construed accordingly;

"NWL" means Northumbrian Water Limited, company number 02366703, whose registered office is at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ;

"plan" includes sections, drawings, specifications and method statements;

"the standard protection strips" means strips of land falling within the following distances to either side of the medial line of any relevant pipe or apparatus:

(a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;

(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres;

(d) 6 metres where the diameter of the pipe exceeds 750 millimetres; and

(e) 6.5 metres where it is a sewer;

"undertaker" means National Grid Electricity Transmission PLC.

Compulsory acquisition

2.—(1) The undertaker must not without express written agreement of NWL exercise any power conferred by article 24 (compulsory acquisition of land) or article 25 (compulsory acquisition of rights) to acquire any of NWL's interests (such agreement not to be unreasonably withheld or delayed).

(2) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which any apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration extension, relocation or removal shall take place until NWL has established to its reasonable satisfaction, without unnecessary delay, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

(3) Regardless of any provision in the Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement (such agreement not to be unreasonably withheld or delayed) and before extinguishing any existing rights for NWL to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of NWL, create a new right for NWL to use, keep, inspect, renew and maintain the apparatus in a manner that is no less efficient than has previously been afforded to NWL, and which in all respects is reasonably convenient for NWL such agreement not to be unreasonably withheld or delayed.

Protection Strips

3.—(1) The undertaker must not within the standard protection strips interfere with or build over or under any apparatus within the Order limits or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, the placement of protection slabs or execute any filling around the apparatus within the standard protection strips unless otherwise agreed in writing with NWL, such agreement not to be unreasonably withheld or delayed and being subject to paragraph 3(2), and this provision must be brought to the attention of any contractor responsible for carrying out any part of the authorised development on behalf of the undertaker.

(2) Where written agreement to undertake works within the standard protection strips is sought under this paragraph 3(2) NWL may request such further information as is reasonably necessary to understand the impact of the works proposed and provide approval under paragraph 3(1) PROVIDED THAT:

(a) Any request for further information is made within 15 Working Days of NWL receiving notification of the proposed works; and

(b) NWL must either reasonably agree to the proposed works or provide reasons for its failure to agree to the proposed works within 25 Working Days, or within 10 Working Days of receipt of all further information requested pursuant to paragraph 3(2)(a) (whichever is later).

(c) For the avoidance of doubt nothing in this paragraph 3(2) shall be construed as a deemed approval from NWL for works to be carried out within the standard protection strips of NWL's apparatus.

Alteration of NWL Apparatus

4.—(1) Without prejudice to the generality of the foregoing, the alteration, extension, removal or re-location of any apparatus shall not be implemented until:

(a) any requirement for any permits under the Environmental Permitting Regulations 2016 or other replacement legislation and any other associated consents are obtained;

(b) if applicable, the undertaker has made the appropriate application under sections 106 (right to communicate with public sewers), 112 (requirement that proposed drain or sewer be constructed so as to form part of the general system) or 185 (duty to move pipes, etc. in certain cases) of the Water Industry Act 1991 as may be required by those provisions and has provided a plan of the works proposed to NWL and NWL has given the necessary consent or approval under the relevant provision, such agreement not to be unreasonably withheld or delayed; and

(c) in the event that such works are to be executed by the undertaker, they are to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by NWL for the alteration or otherwise for the protection and maintenance of the apparatus, or for securing access to it.

(2) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will reasonably enable NWL to maintain or use the apparatus.

(3) The undertaker, in the case of the powers conferred by the Order for the protective work to buildings, must exercise those powers so as not to obstruct any reasonable means of access to any apparatus belonging to NWL.

(4) Without prejudice to paragraph 2(2) hereof if, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that NWL's apparatus is altered, relocated or diverted, that apparatus must not be altered, removed, and any right of NWL to maintain or access that apparatus in that land must not be extinguished, until:

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of NWL; and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 5(1).

Alternative apparatus

5.—(1) Without prejudice to the generality of the foregoing and subject always to the provisions of paragraph 4(1) hereof, if, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under the Order, the undertaker requires the removal of any of NWL's apparatus placed in that land, the undertaker must give to NWL no less than 28 days' 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must, afford to NWL the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of and emergency access to that apparatus such works for

completion and the commissioning and operation of such apparatus to be complete to the reasonable satisfaction of NWL in advance of the removal of NWL's existing apparatus.

(2) Any alternative apparatus to be constructed in land of the undertaker pursuant to the terms hereof must be constructed in such manner and in such line or situation as may be agreed between NWL and the undertaker.

(3) If NWL notifies the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker that work must be executed by the undertaker without unnecessary delay under the superintendence and to the reasonable satisfaction of NWL.

(4) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with NWL's reasonable requests for a reasonable period of time to enable NWL to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

(5) Where, in accordance with the terms of the Order, the undertaker affords to NWL facilities and rights for the construction, maintenance in and access to land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted.

(6) 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 NWL less favourable on the whole to NWL 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 undertaker must make provision for the payment of compensation by the undertaker to NWL as is reasonable having regard to all the circumstances.

(7) Such facilities and rights as are set out in the preceding paragraphs 5(1), 5(5) or 5(6) are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.

Stopping up

6.—(1) Where in pursuance of the powers conferred by the Order any street is stopped up (permanent stopping up and restriction of use of streets and private means of access), where NWL has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to NWL legal easements reasonably satisfactory to NWL in respect of such apparatus and access to it.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by the Order (temporary alteration, diversion, prohibition and restriction of the use of streets), NWL 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 subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law.

Unmapped sewers/other apparatus

7.—(1) Where the undertaker identifies any apparatus which may belong to or be maintainable by NWL but which does not appear on any statutory map kept for the purpose by NWL, it shall inform NWL of the existence and location of the apparatus as soon as reasonably practicable.

(2) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location

of such assets will immediately be given to NWL and afforded the same protection as other NWL assets.

Expenses and Costs

8.—(1) Subject to the following provisions of this paragraph, to the extent lawful under section 185(5) of the Water Industry Act 1991 (where relevant), and save where otherwise agreed in writing between NWL and the undertaker, the undertaker must repay to NWL following receipt of an itemised forecast, invoice or claim from NWL, all costs, charges and expenses which are reasonably and properly incurred or reasonably anticipated to be incurred by NWL within the following three months in connection with:

(a) the inspection, removal, alteration or protection of any apparatus which may be reasonably required in consequence of any works to construct the authorised development; or

(b) the construction of any alternative apparatus which may be required in consequence of the execution of any such works as referred to in paragraph 5 of this Part of the Schedule,

and any costs, charges and expenses reasonably and properly incurred by NWL which are attributable to a delay caused by the undertaker in relation to works falling within sub-paragraphs (a) or (b) shall be deemed to be costs, charges and expenses incurred in connection with those works.

(2) The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) Where the placing of alternative apparatus is Materially Different and such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been incurred if the apparatus placed had not been Materially Different, the amount which apart from this sub-paragraph would be payable to NWL by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of (3) apparatus of greater dimensions than those of the existing apparatus.

(5) An amount which apart from this sub-paragraph would be payable to NWL in respect of works by virtue of sub-paragraph (1) must, 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 NWL 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.

(6) Where in accordance with sub-paragraph (1) the undertaker pays NWL in respect of an itemised forecast, invoice or claim for costs, charges, and expenses reasonably anticipated within the following three months, should there be any unspent or uncommitted funds after the expiry of such three month period, NWL shall repay such unspent or uncommitted funds within 60 Working Days of the total charges, costs and expenses actually reasonably and properly incurred being known by NWL.

Indemnity

9.—(1) Subject to sub-paragraphs 9(2) and 9(3), if for any reason or in consequence of the construction of any of the works by or at the direction of the undertaker that is consequential to the terms hereof 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 NWL, or there is any interruption in any service provided, or in the supply of any goods, by NWL, the undertaker must indemnify and keep indemnified NWL against:

(a) any cost reasonably incurred by NWL in making good any damage or restoring the supply;

(b) any other expenses, loss, damages, penalty or costs reasonably incurred by NWL, by reason or in consequence of any such damage or interruption.

(2) NWL 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, NWL must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph 9(1). The undertaker shall only be liable under this paragraph for claims reasonably incurred by NWL.

(3) The fact that any act or thing may have been done by NWL on behalf of the undertaker or in accordance with a plan approved by NWL or in accordance with any requirement of NWL or under its supervision does not, subject to paragraph 9(4) excuse the undertaker from liability under the provisions of sub-paragraph 9(1) unless NWL fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(4) Nothing in paragraph 9(1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of NWL, its officers, servants, contractors or agents. NWL must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without having first consulted the undertaker and taken into account its representations.

Duty to cooperate

10.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or NWL requires the removal protection or alteration of apparatus, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of NWL's undertaking and NWL must use all reasonable endeavours to co-operate with the undertaker for that purpose.

(2) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and NWL in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

(3) Any dispute arising between the undertaker and NWL under this Part of this Schedule must be referred to and settled by arbitration under article 62 (arbitration).

PART 9

FOR THE PROTECTION OF THE PORT OF LONDON AUTHORITY (OFFSHORE)

Application

1. For the protection of PLA the following provisions will, unless otherwise agreed in writing between the undertaker and PLA, have effect in relation to the construction, operation and maintenance of any specified work.

Interpretation

2. In this Part of this Schedule—

"Areas of Safeguarded Water Depth" means the areas, or any part thereof, as shown on the Areas of Safeguarded Water Depth Plan as the Port of London Authority (PLA) Areas of Safeguard Depth which comprises three areas coloured turquoise: Sunk Pilot Boarding area, Long Sand Head Two-Way Route crossing area, and North East Spit area and includes the associated overlap areas;

"cable specification and installation plan" means the cable specification and installation plan to be approved by the MMO under condition 4 of the Deemed Marine Licence;

"construction" includes execution, placing, altering, replacing, relaying, removal, renewal works of maintenance and decommissioning, in its application to a specified work which includes or comprises any operation, means the carrying out of that operation, and "construct" and "constructed" are to be construed accordingly;

"commence" for the purpose of this Part of Schedule 15 means the carrying out of any authorised development and surveying and monitoring activities and trial trenching "commencement" and "commenced" must be construed accordingly;

"Deemed Marine Licence" means the marine licence granted by this Order as set out in Schedule 16;

"installation" has the same meaning as construction and installed is to be construed accordingly;

"maintain" has the same meaning as in article 2 save that it includes surveying and monitoring within the Areas of Safeguarded Water Depth and maintenance shall be construed accordingly;

"Navigation and Installation Plan" means the Navigation and Installation Plan (NIP) to be approved under condition 4 of the Deemed Marine Licence;

"Offshore Construction Environmental Management plan" means the plan to be approved under condition 4(1)(b) of the Deemed Marine Licence;

"plans" includes navigational risk assessments, plans, sections, elevations, drawings, specifications, programmes, construction methods and descriptions including, where applicable, relevant hydraulic information and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"Restricted Zone Works" means any specified work that would be carried out with a Recommended Restricted Zone within the meaning of Rule 2 of the International Rules for Preventing Collisions at Sea (COLREGS) implemented under the Merchant Shipping (Distress Signals and Prevention of Collisions) Regulations 1996;

"specified work" means any works forming part of the authorised development (which for this purpose includes the maintenance and decommissioning of any part of the authorised development) that are within or which may affect the Areas of Safeguarded Water Depth;

"statutory enforcement action" means any power, measure or action taken or exercised by or on behalf of any statutory, regulatory or public authority arising from or in connection with:

(a) the Development Consent Order or enforcement under the Planning Act 2008;

(b) the deemed marine licence or enforcement under the Marine and Coastal Access Act 2009; or

(c) any other environmental, marine, navigational, planning or safety legislation;

"PLA" means the Port of London Authority.

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

Consultation and Notice

3. The undertaker will consult the PLA:

(a) on the cable specification and installation plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) no less than 20 business days before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4 of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Safeguarded Water Depth;

(b) on a Navigation and Installation Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) no less than 20 business days before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4 of the Deemed Marine Licence and any revisions arising

from such application (in so far as those revisions relate to any specified work or the Areas of Safeguarded Water Depth);

(c) on the offshore Construction Environmental Management Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4 of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Safeguarded Water Depth);

(d) where the undertaker is seeking the written agreement of the MMO pursuant to condition 4 (4) of the Deemed Marine Licence to carry out a specified work other than the in accordance with the plans referred to in this paragraph 3 that have been approved by the MMO.

4. The undertaker will consult the PLA on a pre-commencement Navigation and Installation Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) based on the principles of the Outline Navigation and Installation Plan no less than 20 business days before any pre–construction surveys, trial trenching and pre-construction monitoring is carried out (unless otherwise agreed by the PLA).

5. The undertaker will consult the PLA on the proposed activities and programme for any pre-construction monitoring, construction monitoring, post construction monitoring or surveying and related reporting within or which may affect the Areas of Safeguarded Water Depth no less than 20 business days before such pre-construction monitoring, construction monitoring, post construction monitoring or surveying is programmed to commence. The undertaker must have regard to any request made by the PLA for reasonable amendment to the programme, provided that the request is made to the undertaker within 5 business days of receipt of the details of the proposed activities and programme.

6. The undertaker must notify the PLA of the final planned programme for any pre-construction monitoring, construction monitoring, postconstruction monitoring or survey work to be undertaken under this Order within or which may affect the Areas of Safeguarded Water Depth no less than 5 business days before such survey work is programmed to begin.

7. The undertaker will consult the PLA on any application for marine licensing for the clearance of unexploded ordnance from or which may affect the Areas of Safeguarded Water Depth before such applications are submitted to the MMO. The undertaker must have regard to any request made by the PLA for reasonable amendment to the proposed application, provided that the request is made to the undertaker within 10 business days of receipt of the details of the proposed application.

8. The undertaker must notify the PLA of the final programme for any clearance of unexploded ordnance to be undertaken within the Areas of Safeguarded Water Depth no less than 10 business days before such clearance is programmed to begin.

9. The undertaker will consult the PLA on the activities and programme for any specified work which is not covered by the cable specification and installation plan no less than 20 business days before such specified work is programmed to commence. The undertaker must have regard to any request made by the PLA for reasonable amendment to the activities or programme, provided that the request is made to the undertaker within 10 business days of receipt of the details of the proposed activities and programme.

10. The undertaker must notify the PLA of the final method statement and programme for any specified work to be undertaken under this Order which is not covered by the cable specification and installation plan no less than 5 business days before such work is programmed to begin.

Cable Specification and Installation Plan

11. The cable specification and installation plan or any other plan referred to in paragraph 3 must be informed by a cable burial risk assessment, and set out for Work No.6, including any associated development or ancillary work in so far as it applies to the Areas of Safeguarded Water Depth:

(a) compliance within paragraph 17 of the Requirements;

(b) the proposed cable installation methods and measures for management of construction risks;

(c) cable protection measures proposed including type, maximum volume and locations;

(d) arrangements to consult the PLA on matters regarding the construction of cables and cable protection measures within the Areas of Safeguarded Water Depth, including provision of a point of contact for continuing liaison and co-ordination throughout the construction of these works;

(e) the proposed programme of work for cable installation and arrangements for notification and liaison with the PLA in relation to the undertaker's activities in the Areas of Safeguarded Water Depth throughout the programme, including as to the schedule of vessel activities and movements and arrangements for notification of any changes to the programme to the PLA;

(f) the programme and methodologies for monitoring and the arrangements for the results of these surveys or other construction evidence being made available to the PLA within 10 business days of the undertaker receiving reports of the survey results or evidence to demonstrate compliance with the depths referred to in sub-paragraph (a) of this paragraph; and

(g) a requirement for a process (subject to any existing statutory enforcement action) and timescales (both the undertaker and PLA acting reasonably) for cable re-installation should compliance with Requirement 17 in Schedule 3 not be achieved following the completion of Work No. 6, including any associated development or ancillary work, or over the lifetime of the authorised development.

Monitoring

12. The undertaker shall notify the PLA as soon as reasonably practicable, and in an event within 2 business days, in the event that any geophysical survey conducted using a multi-beam echo sounder confirms the exposure of any cable within the Areas of Safeguarded Water Depth.

13. The PLA must notify the undertaker of any potential cable exposure that is identified by the PLA in the relation to the Areas of Safeguarded Water Depth as soon as reasonably practicable, and in any event within 2 business days of the exposure being identified.

Minimising the Impact of Restricted Zones

14. Not less than two weeks prior to carrying out any Restricted Zone Works in any part of the Areas of Safeguarded Water Depth, the undertaker will notify the PLA of that fact and PLA will in turn provide the undertaker with its schedule of vessel calls. The undertaker will have regard to the schedule in relation to the timings of the presence of its vessels and the carrying out of Restricted Zone Works so as to avoid and minimise disruption to vessels navigating to and from the Port of London.

15. Pre-commencement meetings between the PLA and the undertaker or the undertaker's relevant contractors will take place either one or two days before Restricted Zone Works begin in each of Areas of Interest and the undertaker will have regard to the PLA's representations at those meetings when planning and carrying out Restricted Zone Works in the Areas of Interest.

16. Whilst Restricted Zone Works are carried out in the Areas of Safeguarded Water Depth, the Applicant will provide the PLA with daily updates to inform the PLA's scheduling.

Remediation

17. Where the undertaker identifies, or is notified by the PLA following inspection, that any installed cable forming Work No. 6 or any associated development or ancillary work in the Areas of Safeguarded Water Depth does not achieve the levels specified in Requirement 17 in Schedule 3, or that the cable has subsequently moved such that Requirement 17 of Schedule 3 is no longer met:

(a) unless initially identified by the PLA, the undertaker shall notify the PLA of that non-compliance being identified as soon as reasonably practicable, and in any event within 2 business days; and

(b) unless otherwise agreed in writing with the PLA, the undertaker shall then carry out remediation works in accordance with the cable specification and installation plan, subject to paragraph 18 and always only insofar as it does not conflict or interfere with any existing statutory enforcement action.

18. Where remediation works are required under paragraph 17, the undertaker shall, insofar as it does not conflict or interfere with any existing statutory enforcement action:

(a) consider whether any revisions to the cable specification and installation plan are required to ensure that the cable complies with the levels specified in Requirement 17 in Schedule 3;

(b) obtain the approval of the PLA on any revisions to the cable specification and installation plan, such approval not to be unreasonably withheld or delayed; and

(c) carry out the remediation works in accordance with the cable specification and installation plan, including any revisions, such that the levels specified in Requirement 17 in Schedule 3 are achieved.

19. The steps in paragraph 18 shall be repeated until the levels specified in Requirement 17 in Schedule 3 is achieved or the cable or associated development or associate work is permanently removed from the Areas of Safeguarded Water Depth.

Provision of as built details

20. As soon as reasonably practicable following the completion of the installation of cables forming Work No. 6, and after any works or maintenance which would result in changes to the position, depth and/or cable protection measures installed as part of Work No.6, the undertaker must provide (on a strictly confidential basis) to the PLA as built drawings of Work No. 6 in a form and scale to be agreed between the undertaker and the PLA to show the position, depth and any cable protection measures installed as part of Work No. 6 in relation to the Areas of Safeguarded Water Depth.

21. The PLA must not disclose (without the written consent of the undertaker) any information that has been provided by the undertaker to the PLA on a confidential basis or which is marked as commercially sensitive and must hold such information on a confidential basis only, except that the PLA may provide the information to contractors and agents acting on its behalf (including but not limited to contractors engaged to carry out dredging operations) provided that such agents and contractors are required by the PLA to treat such information as confidential.

Transfer of the benefit

22. The undertaker must within 7 days after the completion of any sale, agreement or other transaction under article 7 (Consent to transfer benefit of Order) in relation to which any powers, rights and obligations of the undertaker are transferred to another party, notify the PLA in writing, and the notice must include particulars of the other party to the transaction under article 7, the general nature of the transaction and details of the extent, nature and scope of the works or functions sold, transferred or otherwise dealt with.

Arbitration

23. Any dispute arising between the undertaker and the PLA under this Part of this Schedule is to be escalated in the first instance to senior representatives from the PLA and the undertaker, and the PLA and undertaker must seek to resolve the dispute through a meeting between the parties promptly and in any event within 10 business days.

24. Any difference or dispute arising between the undertaker and PLA under this Part of this Schedule which has not been resolved within 10 days under paragraph 24 above must, unless otherwise agreed in writing between the undertaker and PLA, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers.

Notices

25. Any plans submitted to PLA by the undertaker pursuant to this Part of this Schedule must be sent to PLA by e-mail to SLCentre@pla.co.uk or such other address as PLA may from time to time appoint instead for that purpose and notify to the undertaker.

Consultation

26. Wherever the undertaker is required to consult the PLA under this Part of this Schedule the following shall apply:

(a) the undertaker shall provide the PLA with sufficient information to enable meaningful consultation, including detailed plans, specifications, and any relevant environmental or operational impact assessments

(b) the PLA shall be entitled to request any clarification or additional documentation necessary to understand and consult on the proposal, provided that the request is made to the undertaker within 10 business days of receipt of the details which are subject to consultation.

(c) the PLA shall be entitled to request a meeting to discuss the proposed works, and the undertaker shall use reasonable endeavours to arrange such meeting within 10 business days of the request.

(d) the PLA shall be entitled to comment on or make representations or objections to the proposed works, provided such comments, representations or objections are made within the relevant timeframes.

(e) the PLA shall be entitled to request an extension to any of the relevant timeframes if required and such extension shall be granted by the undertaker wherever reasonably practicable provided that the request is made to the undertaker within 10 business days of receipt of the details which are subject to consultation or of receipt of any clarification or additional documentation requested pursuant to sub-paragraph (b).

(f) the undertaker shall be obliged to receive and fully consider any and all comments provided by the PLA within the relevant timeframes and, to the extent practicable, to also consider comments received outside of these timeframes.

(g) the undertaker shall have due regard to any comments, representations or objections made by the PLA and upon request shall respond in writing, setting out how such comments, representations or objections have been considered and, where applicable, addressed.

(h) the undertaker shall not commence the proposed works or apply for consent from the MMO, as relevant until the consultation process has been completed in accordance with this Part of this Schedule, including the provision of responses to any comments, representations or objections made by the PLA (if requested).

(i) the PLA shall act reasonably and in good faith in reviewing the consultation materials and making any requests, representations, or objections.

(j) the undertaker shall act reasonably and in good faith in preparing and providing consultation materials and in responding to any requests, representations, or objections from the PLA.

(k) the undertaker shall keep a written record of all consultation communications, including comments, requests, responses, representations, objections, and meeting notes, and shall provide a copy to the PLA upon request and shall provide a copy of any relevant request, representation, or objections from the PLA to the MMO with any application that is to be submitted to the MMO pursuant to Schedule 16 (deemed marine licence) or otherwise in respect of a plan, works or other proposal upon which the PLA has been consulted, provided that PLA provide those requests, representations or objections to the undertaker before the relevant application is submitted to the MMO.

Indemnity

27. The undertaker will pay to the PLA its proper and reasonable legal costs, professional fees and disbursements incurred in connection with reviewing the details submitted to the PLA pursuant to this Part 9 of Schedule 15.

PART 10

FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC

Application

1. For the protection of SGN the following provisions will, unless otherwise agreed in writing between the undertaker and SGN, have effect.

Interpretation

2. In this Part of this Schedule—

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

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

"apparatus" means any gas mains, pipelines, pipes, pressure governors, ventilators, cathodic protection (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to, or maintained by, SGN for the purposes of SGN's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of SGN for the purposes of SGN's undertaking 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 of the 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" include any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and non-intrusive investigations for the purpose of assessing ground conditions;

"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;

"facilities and rights" for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by SGN (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 SGN'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" have effect as if SGN's existing apparatus was authorised development and as if the term maintain includes protect and use / will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SGN including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

"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;

"rights" includes rights and restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"SGN" means Southern Gas Networks PLC (05167021) whose registered office address is St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"SGN's undertaking" means the rights, duties and obligations of SGN as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995); and

"specified works" means any of the authorised works or activities (including maintenance) 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 sub-paragraph 7(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise; or

(c) include any of the activities that are referred to in CD/SP/SSW/22 SGN's policies for safe working in proximity to gas apparatus Specification for safe working in the vicinity of SGN Assets;

"undertaker" means the undertaker as defined in article 2 of this Order.

On Street apparatus

3.—(1) This Schedule does not apply to apparatus in respect of which the relations between the undertaker and SGN are regulated by the provisions of Part 3 of the 1991 Act, except for—

(a) paragraphs 4, 9, 10 and 11; and

(b) where sub-paragraph (2) applies, paragraphs 6 and 7.

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

(3) Paragraph 3(1) does not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purpose of Part 3 of the 1991 Act, but instead—

(a) The allowable costs of the relocation works are to be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and

(b) The allowable costs are to be borne by the undertaker and SGN in such proportions as may be prescribed by any such regulations.

(4) The Protective Provisions in this Part of this Schedule apply and take precedence over article 44 (statutory undertakers) of the Order which do not apply to SGN.

Apparatus of SGN in stopped up streets

4.—(1) Where any street is stopped up under article 16 (permanent stopping up of streets and public rights of way), if SGN has any apparatus in the street or accessed via that street SGN is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to SGN, or procure the granting to SGN of, legal easements reasonably satisfactory to SGN 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 of SGN to require the removal of that apparatus under paragraph 6.

(2) Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 15 (temporary closure of streets and public rights of way and permissive paths), SGN will be at liberty at all times to take all necessary access across any such street and to execute and execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up or diversion was in that street.

Protective works to buildings

5.—(1) The undertaker, in the case of the powers conferred by article 21 (*protective works*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of SGN and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of SGN or any interruption in the supply of gas by SGN, as the case may be, is caused, the undertaker must bear and pay on receipt of a proper invoice within 30 days the cost reasonably incurred by SGN in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

(a) pay compensation to SGN for any loss sustained by it; and

(b) indemnify SGN against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by SGN, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of SGN or its contractors or workmen; and SGN will give to the undertaker reasonable written notice of any claim or demand as aforesaid within 5 days of becoming aware of such claim or demand and no settlement or compromise thereof shall be made by SGN, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the Book of Reference to the Order, the undertaker may not appropriate or acquire

any interest in land or appropriate, acquire, extinguish or override any easement or other interest in land of SGN otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out or maintenance of any part of the authorised works (or in such other timeframe as may be agreed between SGN and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SGN and/or affects the provisions of any enactment or agreement regulating the relations between SGN and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SGN reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between SGN and the undertaker acting reasonably and which must be no less favourable on the whole to SGN unless otherwise agreed by SGN, and it will be the responsibility of the undertaker to procure and/or secure the consent to 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 SGN 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 and/or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SGN and other enactments relied upon by SGN as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by SGN under paragraph 8 or any other paragraph of this Part of this Schedule, will be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/or other interest of SGN in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release SGN from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any SGN right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 6 do not apply, the undertaker must—

(a) retain any notice of SGN's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of SGN's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of SGN's easement, right or other interest in relation to such acquired land.

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 5, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SGN to maintain that apparatus in that land must not be extinguished or interfered with until alternative apparatus has been constructed, is in operation, and the facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SGN and in accordance with sub-paragraphs (2) to (5) inclusive.

(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 SGN 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 SGN reasonably needs to move or remove any of its apparatus) the undertaker must afford to SGN to its reasonable satisfaction (taking into account paragraph (1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus).

(3) If 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, SGN may, 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 assist the undertaker in obtaining 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 SGN to use its compulsory purchase powers to this end unless it (in its absolute discretion) 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 SGN and the undertaker or settled by arbitration.

(5) SGN must, after the alternative apparatus to be provided or constructed has been agreed or settled, and subject to the prior grant to SGN of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to SGN to its reasonable satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with SGN 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 SGN (in SGN's reasonable opinion) than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed, then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 15 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SGN as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of SGN

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to SGN a plan and, if reasonably required by SGN, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to SGN 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 SGN has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of SGN given under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6); and

(b) must not be unreasonably withheld or delayed.

(5) For the purposes of sub-paragraph (4)(b) it will be deemed to be reasonable for any approval to be refused if SGN, acting reasonably, considers that the specified works as set out in the plan would:

(a) cause interference with or risk of damage to its apparatus; or

(b) prevent access to its apparatus at any time,

(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply SGN may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works to which this paragraph applies must only be executed in accordance with—

(a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and SGN; and

(b) all conditions imposed under sub-paragraph (4)(a), and SGN will be entitled to watch and inspect the execution of those works where reasonably practicable to do so and in accordance with any relevant health and safety legislation.

(8) Where SGN 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 SGN's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(9) If SGN, 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 (5) to (7) apply as if the removal of the apparatus had been required by the undertaker under paragraph (6).

(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 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.

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works (including such an event attributable to its maintenance)—

(a) the undertaker must implement an appropriate ground mitigation scheme; and

(b) SGN 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 10.

(12) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to SGN notice as soon as is reasonably practicable and a plan of those works and must comply with

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) Sub-paragraph (14) at all times.

(13) In this paragraph, "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then

existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

(14) At all times when carrying out any works authorised under the Order the undertaker must comply with the SGN's policies for safe working in proximity to gas apparatus.

Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SGN on demand all charges, costs and expenses anticipated or incurred by SGN 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 SGN in connection with the negotiation and/or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by SGN as a consequence of SGN;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers under this Order transferred to or benefitting SGN;

(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, 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;

(g) any watching brief pursuant to sub-paragraph 9(6).

(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 15 (*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 SGN by virtue of this paragraph will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) 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) An amount which apart from this sub-paragraph would be payable to SGN in respect of works by virtue of this paragraph will, if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on SGN 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

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) 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 the undertaker) 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 development) or property of SGN, or there is any interruption in any service provided, or in the supply of any goods, by SGN, or SGN becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on receipt of a proper invoice within 30 days the cost reasonably incurred by SGN in making good such damage or restoring the supply; and

(b) indemnify SGN for any other expenses, loss, demands, proceedings, damages, claims, penalty, compensation or costs incurred by, paid by or recovered from SGN, by reason or in consequence of any such damage or interruption or SGN becoming liable to any third party as aforesaid other than arising from any default of SGN.

(2) The fact that any act or thing may have been done by SGN on behalf of the undertaker or in accordance with a plan approved by SGN or in accordance with any requirement of SGN or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (2) unless SGN 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 unlawful act, neglect or default of SGN, its officers, servants, contractors or agents; and

(b) any part of the authorised works carried out by SGN in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 7 (consent to transfer benefit of the Order) of the Order.

(4) SGN 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.

Enactments and agreements

12. Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and SGN 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

13.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or SGN requires the removal of apparatus under paragraph 7(2) or SGN makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must 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 SGN's undertaking and SGN must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SGN'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, SGN's consent must not be unreasonably withheld or delayed.

Access

14. If in consequence of any agreement reached in accordance with paragraph 5(1) or the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SGN to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under sub-paragraphs 7(2) and 7(4) any difference or dispute arising between the undertaker and SGN under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SGN, be determined by arbitration in accordance with article 62 (arbitration)

Notices

16. Notwithstanding article 61 (service of notices) the plans submitted to SGN by the undertaker pursuant to sub-paragraph 9(1) (*retained apparatus: protection of SGN*) must be sent to SGN at 1 Forbury Place, 43 Forbury Road, Reading, Berkshire RG1 3JH or such other address as SGN may from time to time appoint instead for that purpose and notify to the undertaker.

PART 11

FOR THE PROTECTION OF SOUTHERN WATER SERVICES LIMITED

1. For the protection of Southern Water, the following provisions, unless otherwise agreed in writing between the undertaker and Southern Water, have effect.

2. In this Part of this Schedule—

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

"alternative apparatus" means alternative apparatus adequate to enable Southern Water to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(a) any works, mains, pipes, pumping stations, connections, water booster stations or any other ancillary apparatus belonging to or maintained by that water undertaker for the purposes of water supply, water removal or drainage; and

(b) any drain or works vested in the undertaker under the Water Industry Act 1991(**a**); and

(c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at a future date) of that Act,

(**a**) 1991 c.56

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 in each case 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;

"plan" includes all designs, drawings, specifications, design principles, site locations, accesses, method statements, soil reports, programmes, calculations, risk assessments, standoff distances and other documents that are reasonably necessary to properly and sufficiently describe the works to be executed; and

"Southern Water" means Southern Water Services Limited, company number 02366670, whose registered office is at Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX.

Precedence of the 1991 Act in respect of apparatus in the streets

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Southern Water are regulated by the provisions of Part 3 of the 1991 Act.

Acquisition of land

4. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement with Southern Water (such agreement not to be unreasonably withheld or delayed).

Apparatus in stopped up streets

5. Regardless of the temporary stopping up or diversion of any street under the powers conferred by article 15 (temporary closure of streets and public rights of way and permissive paths), Southern Water is at liberty at all times to take all necessary access across any such stopped up 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 stopping up or diversion was in that street subject to serving 7 days' notice on the undertaker (save in cases of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law.

Protective works to buildings

6.—(1) Subject to sub-paragraph 5 below, the undertaker, in the case of the powers conferred by article 21 (protective works), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

(2) Where the undertaker proposes to provide to Southern Water an alternative means of access to any apparatus in compliance with sub-paragraph (1), the powers conferred by article 21 (protective works) must not be exercised until Southern Water has approved the proposed alternative means of access (such approval not to be unreasonably withheld or delayed and subject to sub-paragraph (3) below).

(3) If Southern Water fails either reasonably to approve the alternative means of access, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable the alternative means of access within 28 days of receiving a complete submission setting out the proposed alternative means of access from the undertaker, then such details are deemed to have been approved to the extent that the alternative means of access does not compromise the safe operation, maintenance or access to Southern Water's apparatus.

(4) Southern Water must confirm in writing when it considers the submission to be complete (such confirmation not to be unreasonably withheld or delayed), and the 28 day period does not begin until such confirmation has been provided.

(5) The provisions of this paragraph 6 will not apply in the case of emergency.

Removal of apparatus

7.—(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 requires that Southern Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of Southern Water 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 Southern Water in accordance with sub-paragraphs (2) to12.

(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, it must give to Southern Water 28 days' written notice of that requirement, together with a plan and section of the work proposed and if the undertaker has designed the works, showing the proposed location of the alternative apparatus and accesses 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 Southern Water reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Southern Water 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 as a consequence of the removal of apparatus placed on the land referred to in sub-paragraph (2), Southern Water, must on receipt of a written notice to that effect from the undertaker, as soon as reasonably practicable use its reasonable endeavours to obtain the necessary facilities and rights in other land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for Southern Water to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Southern Water and the undertaker or in default of agreement settled in accordance with article 62 (arbitration)

(5) Southern Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 62 (arbitration), and after the grant to Southern Water of any such facilities and rights as are referred to in sub-paragraphs (2) and (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 (4), if the undertaker gives notice in writing to Southern Water that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus, Southern Water will refer to its own guidance, policies and specifications for carrying out works of that nature, and if agreed by Southern Water (such agreement not to be unreasonably withheld or delayed), that work, instead of being executed by Southern Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Southern Water.

(7) If Southern Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a complete submission regarding the required works from the undertaker, then such details are deemed to have been approved to the extent that they do not compromise the safe operation, maintenance or access to Southern Water's apparatus.

(8) Southern Water must confirm in writing when it considers its submission to be complete (such confirmation not to be unreasonably withheld or delayed), and the 28 day period does not begin until such confirmation has been provided.

(9) For the avoidance of doubt, any such "deemed consent" does not extend to the actual undertaking of the removal works, which will remain the sole responsibility of Southern Water or its contractors.

(10) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker will, before taking any steps that will trigger the need for those substitution works, use best endeavours to comply with Southern Water's reasonable requests for a reasonable period of time to enable Southern Water to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

(11) Nothing in sub-paragraph (4) 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 the standoff distances agreed between the parties (acting reasonably) under sub-paragraph (2) and for the purposes of a sewer or rising main is the standard protective strip which is the strip of land falling either side of the sewer or rising main in accordance with the distances set out in the Southern Water Developer Services document titled "Stand-off distances to underground apparatus – V1.1 dated 7 August 2017" unless otherwise agreed with Southern Water (such agreement not to be unreasonably withheld or delayed and being subject to sub-paragraph 12 below), with such provision being brought promptly to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

(12) Where written agreement is sought to undertake the works under sub-paragraph 11 above, Southern Water may request such further information as is reasonably necessary to understand the impact of the works proposed and provide approval under sub-paragraph 11 PROVIDED THAT:

(a) Any request for further information is made within 14 days of Southern Water receiving notification of the proposed works; and

(b) Southern Water must either reasonably agree to the proposed works or provide reasons for its failure to agree to the proposed works within 28 days or within 14 days of receipt of the information requested under this sub-paragraph 12.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Southern Water 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 Southern Water or in default of agreement settled by arbitration in accordance with article 62 (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 Southern Water 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 Southern Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

9.—(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 7 the undertaker must submit to Southern Water a plan, section and description of the works to be executed for approval by Southern Water.

(2) The undertaker must not commence the works outlined in paragraph (1) until the plan of works has been approved by Southern Water (such approval not to be unreasonably withheld or delayed and to be provided in accordance with the timeframes set out in this paragraph 9).

(3) Southern Water must advise the undertaker within 28 days of receipt of a complete plan of works submitted under paragraph (1) whether it is approved and if Southern Water does not approve the plan of works submitted under paragraph (1), it must, by the same date, request any reasonable amendments it requires to be made and may require the undertaker to re-submit the plan of works (revised plan of works) for approval to Southern Water. Southern Water must advise the undertaker within 14 days of submission of the revised plan of works whether it is approved.

(4) If the revised plan of works is not approved within 14 days, either the undertaker or Southern Water may require a meeting to be held within 28 days of submission of the revised plan of works between the chief engineers or a suitably qualified alternative representative of the undertaker and Southern Water to agree the plan of works.

(5) If the undertaker and Southern Water fail to reach an agreement on the plan of works, the dispute shall be resolved in accordance with article 62 (arbitration).

(6) Prior to submitting a plan of the works to be executed under sub-paragraph (1), the undertaker must consult with Southern Water in relation to its proposals for the works and share a draft plan of the works for Southern Water to review and provide feedback no later than 28 days after receiving the draft plan and as part of that feedback the affected undertaker may request that reasonably required testing or surveys are undertaken prior to submitting the plan of works under sub-paragraph (1).

(7) Any testing or surveys required to be carried out in accordance with paragraph (6) shall be carried out at the undertaker's own cost and may include trial pits and non-destructive testing (including ground-penetrating radar surveys or similar techniques) in order to confirm the location, depth, type and condition of any apparatus where this cannot be reliably ascertained through other methods.

(a) The undertaker must give Southern Water not less than 14 days' prior notice of the proposed trial-pitting or non-destructive testing works (save in cases of emergency), and Southern Water is entitled to attend, watch and inspect such works subject to compliance at all times with the undertaker's reasonable site safety rules, inductions, and all applicable health and safety laws.

(b) The undertaker must provide the results of all trial pits and non-destructive testing, including photographs, measurements, survey drawings, ground conditions and any digital survey outputs, to Southern Water as soon as reasonably practicable following completion of the works.

(8) Southern Water is entitled to watch and inspect the execution of the works detailed by the plan of works subject to compliance at all times with the undertaker's reasonable site safety rules, inductions, and all applicable health and safety laws.

(9) If Southern Water 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, sub-paragraphs 1 to 8 and 10 to 12 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(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 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.

(11) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Southern Water 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.

(12) For the purposes of sub-paragraph (1), works are deemed to be in land near Southern Water's apparatus (where it is underground apparatus) if those works fall within the standoff distances agreed between the parties (acting reasonably) under paragraph 7(2).

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Southern Water the proper and reasonable expenses reasonably incurred by Southern Water in, or in connection with, the inspection, surveying, testing, identification, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in connection with the authorised development.

(2) The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under sub-paragraph (1), 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 62 (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 Southern Water 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 (1), the identification of any apparatus will include any surveys and investigations as may be reasonably necessary to identify the specific location of an affected undertaker's apparatus.

(5) 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; 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.

(6) An amount which apart from this sub-paragraph would be payable to Southern Water in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus which, immediately prior to the carrying out of the works, is reasonably assessed (having regard to available asset records and any condition information that is available including site surveys and trials holes) and agreed between the undertaker and Southern Water (acting reasonably) to have reached the end of its design life so as to confer on Southern Water any demonstrable financial benefit (if any) by the deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

11.—(1) Subject to sub-paragraphs (2) and (3) and (4), if by reason or in consequence of the construction of any such works referred to in paragraphs 7 or 9, 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 Southern Water, or there is any interruption in any service provided, or in the supply of any goods, by Southern Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Southern Water in making good such damage or restoring the supply; and

(b) provide reasonable compensation to Southern Water for any other expenses, loss, damages, penalty or costs incurred by Southern Water,

by reason or in direct consequence of any such damage or interruption.

(2) Southern Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of sub-paragraph (1) applies. If requested to do so by the undertaker, Southern Water will provide an explanation of how any claim has been minimised. The undertaker will not be liable under paragraph (1) for claims unreasonably incurred by Southern Water.

(3) The fact that any act or thing may have been done by Southern Water on behalf of the undertaker or in accordance with a plan approved by Southern Water or in accordance with any requirement of Southern Water or under its supervision does not, subject to sub-paragraph (4), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Southern Water fails to carry out and execute the works properly with due care and attention and in a skillful and professional like manner or in a manner that does not accord with the approved plan.

(4) Nothing in sub-paragraph (1) and (3) 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 Southern Water, its officers, servants, contractors or agents.

(5) Southern Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, will have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Access

12.—(1) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is obstructed the undertaker must provide such alternative means of access to such apparatus as will enable Southern Water to maintain or use the apparatus no less effectively or conveniently than was possible before such obstruction.

(2) Where the undertaker proposes to provide to Southern Water an alternative means of access to any apparatus in compliance with sub-paragraph (1), the powers conferred by the Order must not be exercised until Southern Water has approved the proposed alternative means of access (such approval not to be unreasonably withheld or delayed).

Enactments and agreements

13. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Southern Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Minster Wastewater Treatment works and Weatherlees Hill Wastewater Treatment Works

14.—(1) Prior to the submission of any application for a temporary traffic regulation order, road closure, diversion, or any other highways-related consent which may affect Southern Water's (including its employees, contractors and agents) access to Weatherlees Hill Wastewater Treatment Works or Minster Wastewater Treatment Works, the undertaker must provide Southern Water with—

(a) full details of the proposed highways application; and

(b) any proposed mitigation measures.

(2) The undertaker must have regard to any reasonable representations made by Southern Water in respect of the protection of its assets and operational access requirements within 14 days following receipt of the information provided under sub-paragraph (1) above.

(3) The undertaker must give Southern Water not less than 14 days' prior written notice of the commencement of any works within or affecting Jutes Lane or Marsh Farm Lane or other access

roads to Minster Wastewater Treatment Works and Weatherless Hill Wastewater Treatment Works, unless otherwise agreed.

(4) The undertaker must keep Southern Water informed, as soon as reasonably practicable, of the anticipated key programme dates for any works or applications referred to in this paragraph, including (where known) the likely timing of any relevant highways applications, approvals and the commencement of works which may affect access to the Minster Wastewater Treatment Works or Weatherlees Hill Wastewater Treatment Works.

Cooperation

15.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or Southern Water requires the removal of apparatus under paragraph 7(2) or Southern Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use reasonable endeavours to consult with Southern Water and co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Southern Water's undertaking and Southern Water must use its reasonable endeavours to co-operate with the undertaker for that purpose.

(2) Where the undertaker identifies any apparatus which may belong to or be maintainable by Southern Water but which does not appear on any statutory map kept for the purpose by Southern Water, it shall inform Southern Water of the existence and location of the apparatus as soon as reasonably practicable and the apparatus identified shall be afforded the same protection as other assets belonging to the affected undertaker under this Part.

(3) The parties are to keep each other informed at reasonable intervals as to the progress of the authorised development and in relation to Southern Water's apparatus and shall meet in accordance with a schedule to be agreed between the parties (acting reasonably) having regard to the nature and extent of the interfaces between the authorised development and Southern Water's apparatus (unless otherwise agreed) during the construction of the authorised development to discuss such matters until a point in the programme where both parties agree (acting reasonably) that progress meetings are no longer required.

PART 12

PROTECTIVE PROVISION FOR THE BENEFIT OF THE UNDERTAKER OF THE EAST ANGLIA THREE OFFSHORE WIND FARM

Application

1. For the protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this part of the Schedule –

"EA3" means the offshore windfarm approximately 69km from the Suffolk coast and an associated cable route to transport energy to a convertor station in Bramford;

"EA3 Control Area" means an area, or areas, within the boundaries of Work No. 6 described in Part 1 of Schedule 1 to the Order or any part of that work and which is within 10 metres extending outwards from the Order limits for EA3 as described in the East Anglia THREE Offshore Wind Farm Order 2017;

"EA3 Crossing Agreement" means an agreement setting out the technical and commercial terms governing the interactions between any works authorised by this Order, the EA3 Control Area and EA3;

"statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia THREE Limited or any such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Control of works within the EA3 Control Area

3.—(1) No part of Work No.6 may be commenced within the EA3 control area or that may otherwise affect EA3 until the undertaker has entered into the EA3 Crossing Agreement with the statutory undertaker unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Any works within the EA3 Control Area must not be constructed except in accordance with the terms of the EA3 Crossing Agreement.

(3) Where required under sub-paragraph (1) the statutory undertaker must not unreasonably withhold or delay the entry into of the EA3 Crossing Agreement and, where reasonably requested by the undertaker, must engage promptly and in good faith in negotiations with a view to agreeing the terms of the EA3 Crossing Agreement as soon as reasonably practicable.

Indemnity

4.—(1) Subject to sub-paragraphs (2) and (3) and save as otherwise agreed in writing between the undertaker and the statutory undertaker, if by reason or in consequence of the construction of any such 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 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) bear and pay on demand the cost 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 incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of 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 does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless the statutory undertaker 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 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.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement 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.

Expert determination

5.—(1) Subject to the provisions of this paragraph, article 62 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined 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 undertaker and statutory undertaker 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 30 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 copies to the other party to be received by the expert within 10 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 10 days of receipt of the submission;

(c) issue a decision within 10 days of receipt of the submissions under sub-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 or dispute that has been subject to expert determination may be referred to and settled by arbitration under article 62 (arbitration).

(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 13

FOR THE PROTECTION OF EAST ANGLIA TWO LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule—

"authorised development" has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

"As-built Survey" means a survey to be carried out following the completion of any part of the authorised development within 15m of the cable crossing recording (i) the configuration of the cable crossing and facilities ancillary thereto within a distance of two hundred metres (200m) of the cable crossing and the state of the land and position and condition of any cables within a distance of two hundred metres (200m) of the cable crossing;

"As-found Survey" means a survey to be carried out prior to the commencement of any part of the authorised development within 15m of the cable crossing recording the position and condition of the cable crossing and the state of the land along the proposed route of the cable crossing within a distance of two hundred metres (200m) of the cable crossing;

"cable crossing" means any location at which any part of the authorised development will intersect with the location identified under the East Anglia TWO Offshore Wind Farm Order 2022 as being required for Work No.26 as described in the East Anglia TWO Offshore Wind Farm Order 2022;

"EA2" means the East Anglia TWO Offshore Windfarm as authorised by the East Anglia TWO Offshore Wind Farm Order 2022;

"statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia TWO Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia TWO Offshore Wind Farm Order 2022 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Notice

3. Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com or such other email address as confirmed by the statutory undertaker.

Acquisition of land

4.—(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 acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of the statutory undertaker or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure 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) In respect of sub-paragraph (1), with effect from 1 April 2029, the statutory undertaker will not withhold or delay its agreement for the undertaker to acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by the statutory undertaker without prejudice to the continuing application of paragraph 4(2) where applicable and provided that the undertaker has first used its reasonable endeavours to negotiate and complete voluntary agreements for the relevant acquisition, possession or overriding.

Haul Road

5.—(1) No part of Work No.5 which may impact the statutory undertaker may commence until the undertaker has provided the statutory undertaker with a Haul Road Interface Plan and such Haul Road Interface Plan has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate how the authorised development will interface with the haul road required for Work No.26 as described in the East Anglia TWO Offshore Wind Farm Order 2022.

(3) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development in the vicinity of the haul road shall not impact on the statutory undertaker's ability to deliver EA2.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the Haul Road Interface Plan provided under subparagraph (1) or reasons why approval cannot be given within 25 working days of receipt of those details.

(5) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

Cable Crossing Design

6.—(1) No part of the authorised development within 15m of the cable crossing shall commence until:

(a) a cable crossing agreement has been agreed and entered into between the undertaker and the statutory undertaker; and

(b) a cable crossing design plan has been submitted to and approved in writing by the statutory undertaker.

(2) The cable crossing design plan must include a method statement and describe—

(a) the exact position and nature of the works required at the cable crossing;

(b) the level at which the works required at the cable crossing are proposed to be constructed;

(c) the manner of the construction of the works required at the cable crossing including details of excavation, positioning of plant etc;

(d) the position of all apparatus including the minimum separation distance shown in cross section drawings;

(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 cable crossing design plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development within 15m of the cable crossing shall not impact the statutory undertaker's assets or the statutory undertaker's ability to deliver EA2.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the cable crossing design plan provided under subparagraph (1) or reasons why approval cannot be given within 40 working days of receipt of those details, and any approval of the statutory undertaker required under sub-paragraph (1):

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

(b) must not be unreasonably withheld or delayed; and

(c) where the statutory undertaker does not provide a response within 40 working days in accordance with sub-paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

(5) In relation to any work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the cable crossing design plan as may be reasonably necessary for the purpose of:

(a) where the works required under the East Anglia TWO Offshore Wind Farm Order 2022 at the cable crossing have been completed, securing the statutory undertaker's assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;

(b) where the works required under the East Anglia TWO Wind Farm Order 2022 at the cable crossing have commenced but have not been completed, ensuring the statutory undertaker's ability to complete such works is not impeded and securing the statutory

undertaker's existing and future assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets; or

(c) where the works required under the East Anglia TWO Order 2022 at the cable crossing have not commenced, ensuring the statutory undertaker's ability to carry out such works is not impeded and securing the statutory undertaker's future apparatus 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 to which this paragraph applies must only be executed in accordance with the cable crossing design plan, submitted under sub-paragraph (2) as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker 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 the statutory undertaker's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 25 working days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

Rectification of cable crossing

7.—(1) No part of the authorised development within 15m of the cable crossing shall commence until the undertaker has carried out and provided to the statutory undertaker an As-found Survey of the cable crossing and such As-found Survey has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker shall, within 40 working days of receipt of the As-found Survey provided under sub-paragraph (1), provide the undertaker of its written approval or refusal to approve the As-found Survey.

(3) where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (2) the As-found Survey provided under sub paragraph (1) will be deemed to have been approved.

(4) Within 25 working days following the completion of any part of the authorised development within 15m of the cable crossing, the undertaker shall carry out an As-built Survey of the cable crossing and shall provide a copy to the statutory undertaker for approval (such approval not to be unreasonably withheld or delayed).

(5) The statutory undertaker shall, within 40 working days of receipt of the As-built Survey provided under sub-paragraph (4), inform the undertaker of its approval or refusal to approve the survey.

(6) The statutory undertaker shall only be entitled to refuse to approve the survey provided under sub-paragraph (4) if the survey demonstrates that the works carried out at the cable crossing have not complied with the cable crossing design plan approved in accordance with paragraph 4.

(7) Where sub-paragraph (6) applies, the undertaker must immediately undertake works to rectify the non-compliance with the cable crossing design plan.

(8) Where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (5) the As-built Survey provided under sub paragraph (4) will be deemed to have been approved.

(9) Subject to provision of appropriate notice and compliance at all times to any applicable health and safety statutes, regulations or site rules, the statutory undertaker shall allow access for the undertaker or any agent or contractor on behalf of the undertaker to carry out the As-found Survey or As-built Survey.

Expert determination

8.—(1) Subject to the provisions of this paragraph, article 62 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined 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 undertaker and statutory undertaker 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 30 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 copies to the other party to be received by the expert within 10 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 10 days of receipt of the submission;

(c) issue a decision within 10 days of receipt of the submissions under sub-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 or dispute that has been subject to expert determination may be referred to and settled by arbitration under article 62 (arbitration).

(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 14

FOR THE PROTECTION OF EAST ANGLIA ONE NORTH LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule –

"authorised development" has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

"As-built Survey" means a survey to be carried out following the completion of any part of the authorised development within 15m of the cable crossing recording (i) the configuration of the cable crossing and facilities ancillary thereto within a distance of two hundred metres (200m) of the cable crossing and the state of the land and position and condition of any cables within a distance of two hundred metres (200m) of the cable crossing;

"As-found Survey" means a survey to be carried out prior to the commencement of any part of the authorised development within 15m of the cable crossing recording the position and condition of the cable crossing and the state of the land along the proposed route of the cable crossing within a distance of two hundred metres (200m) of the cable crossing;

"cable crossing" means any location at which any part of the authorised development will intersect with the location identified under the East Anglia ONE North Offshore Wind Farm Order 2022 as being required for Work No.26 as described in the East Anglia One North Offshore Wind Farm Order 2022;

"EA1N" means the East Anglia ONE North Offshore Windfarm as authorised by the East Anglia ONE North Offshore Wind Farm Order 2022;

"statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia ONE North Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE North Offshore Wind Farm Order 2022 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Notice

3. Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com or such other email address as confirmed by the statutory undertaker.

Acquisition of land

4.—(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 acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of the statutory undertaker or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure 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) In respect of sub-paragraph (1), with effect from 1 April 2029, the statutory undertaker will not withhold or delay its agreement for the undertaker to acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by the statutory undertaker without prejudice to the continuing application of paragraph 4(2) where applicable and provided that the undertaker has first used its reasonable endeavours to negotiate and complete voluntary agreements for the relevant acquisition, possession or overriding.

Haul Road

5.—(1) No part of Work No.5 which may impact the statutory undertaker may commence until the undertaker has provided the statutory undertaker with a Haul Road Interface Plan and such Haul Road Interface Plan has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate how the authorised development will interface with the haul road required for Work No.26 as described in the East Anglia ONE North Offshore Wind Farm Order 2022.

(3) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development in the vicinity of the haul road shall not impact on the statutory undertaker's ability to deliver EA1N.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the Haul Road Interface Plan provided under subparagraph (1) or reasons why approval cannot be given within 25 working days of receipt of those details.

(5) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

Cable Crossing Design

6.—(1) No part of the authorised development within 15m of the cable crossing shall commence until:

(a) a cable crossing agreement has been agreed and entered into between the undertaker and the statutory undertaker; and

(b) a cable crossing design plan has been submitted to and approved in writing by the statutory undertaker.

(2) The cable crossing design plan must include a method statement and describe—

(a) the exact position and nature of the works required at the cable crossing;

(b) the level at which the works required at the cable crossing are proposed to be constructed;

(c) the manner of the construction of the works required at the cable crossing including details of excavation, positioning of plant etc;

(d) the position of all apparatus including the minimum separation distance shown in cross section drawings;

(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 cable crossing design plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development within 15m of the cable crossing shall not impact the statutory undertaker's assets or the statutory undertaker's ability to deliver EA1N.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the cable crossing design plan provided under subparagraph (1) or reasons why approval cannot be given within 40 working days of receipt of those details, and any approval of the statutory undertaker required under sub-paragraph (1):

(a) may be given subject to reasonable conditions for any purpose mentioned in subparagraphs (5) or (7);

(b) must not be unreasonably withheld or delayed; and

(c) where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

(5) In relation to any work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the cable crossing design plan as may be reasonably necessary for the purpose of:

(a) where the works required under the East Anglia ONE North Offshore Wind Farm Order 2022 at the cable crossing have been completed, securing the statutory undertaker's assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;

(b) where the works required under the East Anglia ONE North Wind Farm Order 2022 at the cable crossing have commenced but have not been completed, ensuring the statutory undertaker's ability to complete such works is not impeded and securing the statutory

undertaker's existing and future assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets; or

(c) where the works required under the East Anglia ONE North Order 2022 at the cable crossing have not commenced, ensuring the statutory undertaker's ability to carry out such works is not impeded and securing the statutory undertaker's future apparatus 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 to which this paragraph applies must only be executed in accordance with the cable crossing design plan, submitted under sub-paragraph (2) as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker 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 the statutory undertaker's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 25 working days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

Rectification of cable crossing

7.—(1) No part of the authorised development within 15m of the cable crossing shall commence until the undertaker has carried out and provided to the statutory undertaker an As-found Survey of the cable crossing and such As-found Survey has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker shall, within 40 working days of receipt of the As-found Survey provided under sub paragraph (1), provide the undertaker of its written approval or refusal to approve the As-found Survey.

(3) where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (2) the As-found Survey provided under sub paragraph (1) will be deemed to have been approved.

(4) Within 25 working days following the completion of any part of the authorised development within 15m of the cable crossing, the undertaker shall carry out an As-built Survey of the cable crossing and shall provide a copy to the statutory undertaker for approval (such approval not to be unreasonably withheld or delayed).

(5) The statutory undertaker shall, within 40 working days of receipt of the As-built Survey provided under subparagraph (4), inform the undertaker of its approval or refusal to approve the survey.

(6) The statutory undertaker shall only be entitled to refuse to approve the survey provided under paragraph 4 if the survey demonstrates that the works carried out at the cable crossing have not complied with the cable crossing design plan approved in accordance with paragraph 4.

(7) Where sub-paragraph (6) applies, the undertaker must immediately undertake works to rectify the non-compliance with the cable crossing design plan.

(8) Where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (5) the As-built Survey provided under sub paragraph (4) will be deemed to have been approved.

(9) Subject to provision of appropriate notice and compliance at all times to any applicable health and safety statutes, regulations or site rules, the statutory undertaker shall allow access for the undertaker or any agent or contractor on behalf of the undertaker to carry out the As-found Survey or As-built Survey.

Expert determination

8.—(1) Subject to the provisions of this paragraph, article 62 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined 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 undertaker and statutory undertaker 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 30 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 copies to the other party to be received by the expert within 10 days of the expert's appointment.

(b) permit a party to comment on the submissions made by the other party within 10 days of receipt of the submission;

(c) issue a decision within 10 days of receipt of the submissions under sub-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 or dispute that has been subject to expert determination may be referred to and settled by arbitration under article 62 (arbitration).

(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.

SCHEDULE 16

Article 47

DEEMED MARINE LICENCE UNDER THE 2009 ACT

PART 1

LICENSED MARINE ACTIVITIES

1.—(1) In this licence—

"the 2009 Act" means the Marine and Coastal Access Act 2009(**a**);

"the 2017 Offshore Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017(**b**);

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017(**c**);

"authorised deposits" means the substances and articles specified in paragraph 6 of Part 1 of this licence;

"authorised scheme" means Work Nos. 6 and 12 described in paragraph 3 of Part 1 of this licence or any part of that work;

"buoys" means any floating device used for navigational purposes or measurement purposes, including LiDAR buoys, wave buoys and guard buoys;

"cable crossing" means the crossing of existing sub-sea cables authorised by the Order together with physical protection measures including cable protection;

"cable protection" means measures to protect cables from physical damage and including, but not limited to, the use of bagged solutions filled with grout or other materials, protective aprons or coverings, mattresses, flow energy dissipation devices or rock and gravel burial;

"Cefas" means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;

"chemicals" means both substances and preparations (a mixture or solution composed of two or more substances);

"Coastal Office" means the offices listed in Part 1, paragraph 4(b) and 4(c) of this Schedule;

"commence" means the first carrying out of any licensed marine activities authorised by this licence, save for operations consisting of pre–construction surveys, trial trenching and monitoring approved under this licence and the words "commencement" and "commenced" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"emergency cable repair works" means repair works to Work No.6 which are necessary to be undertaken as a time-critical intervention in a serious and unexpected accident, event or situation which threatens damage sufficient to cause danger to persons or property (including risks to marine navigation and other sea users), and/or is sufficient to prevent the proper functioning of the offshore HVDC cable asset in circumstances where a prolonged outage would adversely affect the stability and security of the national transmission network;

"enforcement officer" means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order under article 60;

(**a**) 2009 c. 23
(**b**) S.I. 2017/1013
(**c**) S.I. 2017/1012

“European offshore marine site” has the meaning given in regulation 18 of the 2017 Offshore Regulations;

“European site” has the meaning given in regulation 27 of the 2017 Offshore Regulations;

“Historic England” means the Historic Buildings and Monuments Commission for England, or its successor in function;

“outline in-principle monitoring plan” means the document certified as the outline in-principle monitoring plan by the Secretary of State for the purposes of this Order under article 60;

“intertidal area” means the area between MHWS and MLWS;

“Kingfisher Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“licensed activities” means the activities specified in Part 1 of this licence;

“maintain” includes inspect, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace any part of the authorised development, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement; and “maintenance” must be construed accordingly;

“mean high water springs” or “MHWS” means the highest level which spring tides reach on average over a period of time;

“mean low water springs” or “MLWS” means the lowest level which spring tides reach on average over a period of time;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

“MCA” means the Maritime and Coastguard Agency;

“offshore Order limits” means the limits shown on the works plans within which the authorised project may be carried out;

“offshore preparation works” means surveying and monitoring activities seaward of MHWS undertaken prior to the commencement of construction to prepare for construction, including pre-lay grapnel run;

“the Order” means the National Grid (Sea Link) Order 202[xx];

“outline cable specification and installation plan” means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 60;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order under article 60;

“outline marine mammal mitigation plan” means the document certified as the outline marine mammal mitigation plan by the Secretary of State for the purposes of this Order under article 60;

“outline offshore construction environmental management plan” means the document certified as the outline offshore construction environmental management plan by the Secretary of State for the purposes of this Order under article 60;

“outline invasive non-native species management plan” means the document certified as the outline invasive non-native species management plan by the Secretary of State for the purposes of this Order under article 60;

“outline navigation and installation plan” means the document certified as the outline navigation and installation plan by the Secretary of State for the purposes of the Order under article 60;

“outline offshore written scheme of investigation” means the document certified as the outline offshore written scheme of investigation by the Secretary of State for the purposes of the Order under article 60;

“PLA” means the Port of London Authority;

"red-throated diver protocol" means the document certified as the red-throated diver protocol by the Secretary of State for the purposes of the Order under article 60;

"relevant site" means a European offshore marine site or a European site;

"SAC" means special area of conservation;

"SPA" means special protection area;

"substance" means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impunity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

"trial trenching" means the testing of cable trenching tools within the Order Limits which may be undertaken to assess whether such tools achieve the required target trench depth;

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

"trenchless landfall techniques" means cable installation techniques at a landfall which do not involve a trench and which may include Horizontal Directional Drilling (HDD), Microtunnelling or DirectPipe;

"undertaker" means National Grid Electricity Transmission plc (registered company number 2366977)

"vessel" means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

"UK Hydrographic Office" means the UK Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"UK Standard Marking Schedule for Offshore Installations" means the Standard Marking Schedule for Offshore Installations published by the Department of Energy & Climate Change with reference DECC 04/11; and

"works plans" means the plans certified as the works plans by the Secretary of State for the purposes of the Order.

(2) A reference to any statute, order, regulation or similar instrument is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT);

(b) all coordinates are taken to be latitude and longitude degrees, minutes and seconds to three decimal places in WGS84 Datum.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing

Tyneside House

Skinnerburn Road

Newcastle Business Park

Newcastle upon Tyne

NE4 7AT

Tel: 0300 123 1032;

(b) Marine Management Organisation (Lowestoft office)

Pakefield Road

Lowestoft
Suffolk
NR33 0HT
Tel: 0208 026 6094;

(c) Marine Management Organisation (Hastings office)
Muriel Matters House
Breeds Place
Hastings
East Sussex
TN34 3UY
Tel: 0208 026 9180

(d) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900;

(e) The United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(f) Maritime and Coastguard Agency
Navigation Safety Branch
Bay 2/20 Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2000
navigationsafety@mca.gov.uk

(g) Natural England
Guildbourne House
Chatsworth Road
Worthing
B11 1LD
Tel: 0300 060 4911;

(h) Historic England
Brooklands
24 Brooklands Avenue
Cambridge
CB2 8BU
Tel: 01223 582749.

(i) Port of London Authority

London River House

Royal Pier Road

Gravesend

Kent

DA12 2BG

Tel: 01474 562200

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the Local Office of the MMO is required, hastings@marinemanagement.org.uk and lowestoft@marine.management.org.uk.

(6) Unless otherwise advised in writing by the MMO, the Marine Case Management System ("MCMS") must be used for all licence returns or applications to vary this licence. The MCMS address is: https://marinelicensing.marinemanagement.org.uk/.

Details of licensed marine activities

2. Subject to the licence conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under Section 66(1) (licensable marine activities) of the 2009 Act—

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and articles specified in paragraph 6 below and within the cable corridor disposal site of up 325,000 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for cable installation preparation and excavation of trenchless entry/exit pits works within Work No. 6;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for cable laying through sandwave clearance and removal of material from the seabed required for the construction of Work No. 6;

(d) debris clearance works;

(e) boulder clearance works either by displacement ploughing or subsea grab technique or other equivalent method;

(f) the removal of out of service cables;

(g) pre-lay grapnel run;

(h) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(i) removal of static fishing equipment; and

(j) site preparation works.

3. Such activities are authorised in relation to the construction, maintenance and operation of Work No. 6 and 12—

Work No. 6 – marine electric line works –

Works seaward of MHWS comprising the laying of a marine electric cable, which may include—

(a) temporary work areas and laydown areas associated with the installation and pulling of the cables;

(b) works to lay and bury marine electric cables and a fibre optic cable within the Order limits seaward of MHWS between Work No. 5 and Work No.7 within the area shown on Sheet 6 of the Works Plans – Suffolk, Sheets 1, 2 and 3 of the Works Plans – Offshore and Sheets 3, 4 and 5 of the Works Plans, Kent;

(c) trenchless entry/exit pits in the Suffolk landfall; and

(d) trenchless entry/exit pits in the Kent landfall;

(e) temporary work areas for vessels to carry out intrusive and non-intrusive activities; and

(f) marine cable protection works.

Work No. 12- Kent Overhead Line Works –

Works oversailing MHWS comprising removal and modification works to existing overhead electric line, and the construction and installation of new overhead electric line from Work No.11 near Minster and the existing Richborough to Canterbury overhead electric line, which may include—

(a) temporary culverts and/or bridges over other water courses;

(b) drainage works;

(c) removal of and modification works to the existing overhead electric line; and

(d) installation of overhead electric line between Work No. 11 and the existing Richborough to Canterbury overhead electric line.

4. In connection with such part of Work No. 6 and Work No.12 as specified below and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works seaward or oversailing MHWS as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including but not limited to—

(a) in respect of Work No.6, cable protection measures such as rock placement, including rock bags, and the placement of concrete mattresses and frond mattresses;

(b) in respect of Work No.12, temporary diversion of existing overhead electric line and associated works;

(c) in respect of Work No.6, the removal of material from the seabed required for the construction of Work No. 6 and the disposal of seabed sediments produced during construction drilling and seabed preparation for cable laying; and

(d) in respect of Work No.6, temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development.

5. In connection with such Work No. 6 and Work No. 12, ancillary works within the Order limits and below MHWS which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

(a) temporary landing places, moorings, anchoring or other means of accommodating vessels or construction material used in the construction and/ or maintenance of the authorised project; and

(b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

6. The substances or articles authorised for deposit at sea are—

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) plastic and synthetics;

(f) bentonite drilling mud;

(g) anchors and weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains;

(h) material extracted from within the offshore Order limits during construction, drilling and seabed preparation for the Works;

(i) marine coatings, other chemicals and timber; and

(j) any other substance or article to the extent that the effects of its deposit at sea will not give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement.

7. The grid coordinates for the authorised project are specified below—

Table 1: Limits of deviation for marine cable area

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
1	52°9′ 51.024″	1°36′ 28.212″	386	51°19′ 2.627″	1°22′ 13.756″
2	52°9′ 51.022″	1°36′ 28.216″	387	51°19′ 2.181″	1°22′ 15.344″
3	52°9′ 50.697″	1°36′ 28.959″	388	51°18′ 56.818″	1°22′ 34.474″
4	52°9′ 46.458″	1°36′ 27.018″	389	51°18′ 49.449″	1°23′ 1.778″
5	52°9′ 45.864″	1°36′ 29.353″	390	51°18′ 49.422″	1°23′ 1.877″
6	52°9′ 44.063″	1°36′ 35.823″	391	51°18′ 42.071″	1°23′ 29.111″
7	52°9′ 42.206″	1°36 42.495″	392	51°18′ 26.101″	1°24′ 31.213″
8	52°9′ 37.403″	1°36′ 59.746″	393	51°18′ 10.122″	1°25′ 33.304″
9	52°9′ 10.971″	1°38′ 34.634″	394	51°18′ 9.106″	1°25′ 37.004″
10	52°9′ 9.934″	1°38′ 35.579″	395	51°18′ 8.090″	1°25′ 40.704″
11	52°9′ 9.080″	1°38′ 36.358″	396	51°18′ 7.108″	1°25′ 44.133″
12	52°8′ 54.481″	1°38′ 49.671″	397	51°18′ 6.125″	1°25′ 47.561″
13	52°8′ 54.129″	1°38′ 50.011″	398	51°18′ 5.649″	1°25′ 49.217″
14	52°8′ 25.709″	1°39′ 19.082″	399	51°18′ 5.173″	1°25′ 50.872″
15	52°8′ 17.615″	1°39′ 25.616″	400	51°18′ 4.772″	1°25′ 52.300″
16	52°7′ 52.944″	1°39′ 45.935″	401	51°18′ 4.371″	1°25′ 53.727″
17	52°7′ 38.010″	1°39′ 57.401″	402	51°18′ 3.998″	1°25′ 55.126″
18	52°7′ 26.814″	1°40′ 4.575″	403	51°18′ 3.651″	1°25′ 56.435″
19	52°7′ 16.168″	1°40′ 5.285″	404	51°18′ 3.472″	1°25′ 57.133″
20	52°7′ 4.369″	1°40′ 3.703″	405	51°18′ 3.376″	1°25′ 57.519″
21	52°7′ 2.877″	1°40′ 4.411″	406	51°18′ 3.036″	1°25′ 58.904″
22	52°7′ 0.826″	1°40′ 3.228″	407	51°18′ 2.860″	1°25′ 59.658″
23	52°6′ 55.845″	1°40′ 2.560″	408	51°18′ 2.554″	1°26′ 1.034″
24	52°6′ 42.749″	1°39′ 57.501″	409	51°18′ 2.385″	1°26′ 1.834″
25	52°6′ 42.564″	1°39′ 57.437″	410	51°18′ 2.212″	1°26′ 2.702″
26	52°6′ 42.378″	1°39′ 57.373″	411	51°18′ 2.078″	1°26′ 3.405″
27	52°6′ 42.024″	1°39′ 57.264″	412	51°18′ 1.905″	1°26′ 4.366″
28	52°6′ 41.935″	1°39′ 57.236″	413	51°18′ 1.832″	1°26′ 4.786″
29	52°6′ 41.845″	1°39′ 57.209″	414	51°18′ 1.737″	1°26′ 5.345″
30	52°6′ 32.654″	1°39′ 55.091″	415	51°18′ 1.694″	1°26′ 5.605″
31	52°6′ 9.412″	1°39′ 49.072″	416	51°18′ 1.496″	1°26′ 6.828″
32	52°5′ 45.382″	1°39′ 43.448″	417	51°18′ 1.391″	1°26′ 7.490″
33	52°5′ 31.011″	1°39′ 40.928″	418	51°18′ 1.309″	1°26′ 8.011″
34	52°5′ 18.712″	1°39′ 39.029″	419	51°18′ 1.230″	1°26′ 8.518″
35	52°5′ 17.738″	1°39′ 38.850″	420	51°18′ 1.078″	1°26′ 9.502″
36	52°5′ 17.215″	1°39′ 38.823″	421	51°18′ 0.908″	1°26′ 10.610″
37	52°5′ 17.066″	1°39′ 38.793″	422	51°18′ 0.734″	1°26′ 11.758″
38	52°5′ 9.519″	1°39′ 38.487″	423	51°18′ 0.560″	1°26′ 12.921″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
39	52°4′ 35.492″	1°39′ 33.308″	424	51°18′ 0.389″	1°26′ 14.078″
40	52°4′ 34.155″	1°39′ 33.285″	425	51°18′ 0.225″	1°26′ 15.209″
41	52°4′ 29.622″	1°39′ 33.815″	426	51°18′ 0.072″	1°26′ 16.298″
42	52°4′ 27.020″	1°39′ 34.841″	427	51°17′ 59.930″	1°26′ 17.340″
43	52°3′ 59.170″	1°39′ 54.185″	428	51°17′ 59.800″	1°26′ 18.331″
44	52°3′ 57.758″	1°39′ 54.643″	429	51°17′ 59.683″	1°26′ 19.277″
45	52°3′ 57.592″	1°39′ 54.385″	430	51°17′ 59.650″	1°26′ 19.551″
46	52°3′ 55.391″	1°39′ 51.057″	431	51°17′ 59.576″	1°26′ 20.183″
47	52°3′ 52.934″	1°39′ 48.506″	432	51°17′ 59.545″	1°26′ 20.458″
48	52°3′ 51.513″	1°39′ 47.565″	433	51°17′ 59.481″	1°26′ 21.049″
49	52°3′ 50.091″	1°39′ 46.623″	434	51°17′ 59.443″	1°26′ 21.404″
50	52°3′ 49.427″	1°39′ 46.288″	435	51°17′ 59.331″	1°26′ 22.524″
51	52°3′ 48.762″	1°39′ 45.952″	436	51°17′ 59.198″	1°26′ 23.940″
52	52°3′ 43.605″	1°39′ 44.121″	437	51°17′ 59.079″	1°26′ 25.259″
53	52°3′ 38.448″	1°39′ 42.290″	438	51°17′ 59.017″	1°26′ 25.962″
54	52°3′ 36.882″	1°39′ 41.989″	439	51°17′ 58.908″	1°26′ 27.254″
55	52°3′ 28.413″	1°39′ 41.712″	440	51°17′ 58.806″	1°26′ 28.555″
56	52°3′ 19.879″	1°39′ 41.433″	441	51°17′ 58.715″	1°26′ 29.843″
57	52°3′ 19.815″	1°39′ 41.431″	442	51°17′ 58.635″	1°26′ 31.140″
58	52°3′ 7.962″	1°39′ 41.347″	443	51°17′ 58.616″	1°26′ 31.495″
59	52°2′ 56.109″	1°39′ 41.263″	444	51°17′ 58.569″	1°26′ 32.416″
60	52°2′ 24.763″	1°39′ 42.407″	445	51°17′ 58.507″	1°26′ 33.760″
61	52°2′ 11.143″	1°39′ 37.346″	446	51°17′ 58.450″	1°26′ 35.058″
62	52°1′ 52.773″	1°39′ 30.312″	447	51°17′ 58.420″	1°26′ 35.759″
63	52°1′ 52.107″	1°39′ 30.107″	448	51°17′ 58.355″	1°26′ 37.353″
64	52°0′ 43.431″	1°39′ 13.834″	449	51°17′ 58.285″	1°26′ 39.138″
65	52°0′ 43.058″	1°39′ 13.760″	450	51°17′ 58.177″	1°26′ 42.077″
66	52°0′ 38.767″	1°39′ 13.072″	451	51°17′ 58.065″	1°26′ 45.410″
67	52°0′ 1.481″	1°39′ 7.093″	452	51°17′ 57.994″	1°26′ 47.682″
68	51°59′ 8.364″	1°38′ 58.579″	453	51°17′ 57.888″	1°26′ 51.346″
69	51°58′ 4.958″	1°38′ 45.835″	454	51°17′ 57.839″	1°26′ 53.211″
70	51°57′ 24.627″	1°38′ 37.734″	455	51°17′ 57.769″	1°26′ 56.251″
71	51°56′ 55.039″	1°38′ 31.793″	456	51°18′ 10.936″	1°26′ 58.247″
72	51°55′ 54.858″	1°38′ 19.433″	457	51°18′ 11.214″	1°27′ 6.328″
73	51°55′ 9.629″	1°38′ 10.150″	458	51°18′ 11.599″	1°27′ 17.568″
74	51°54′ 45.460″	1°38′ 5.191″	459	51°18′ 12.089″	1°27′ 34.435″
75	51°54′ 35.061″	1°38′ 2.794″	460	51°18′ 12.579″	1°27′ 51.301″
76	51°54′ 24.662″	1°38′ 0.397″	461	51°18′ 12.855″	1°28′ 0.526″
77	51°54′ 23.031″	1°38′ 0.290″	462	51°18′ 13.131″	1°28′ 9.752″
78	51°54′ 1.179″	1°38′ 2.430″	463	51°18′ 18.656″	1°28′ 17.405″
79	51°53′ 39.328″	1°38′ 4.570″	464	51°18′ 21.391″	1°28′ 49.685″
80	51°53′ 26.614″	1°38′ 4.349″	465	51°18′ 22.379″	1°29′ 6.535″
81	51°53′ 14.807″	1°38′ 4.143″	466	51°18′ 24.798″	1°29′ 18.412″
82	51°53′ 14.411″	1°38′ 4.136″	467	51°18′ 27.551″	1°29′ 36.768″
83	51°53′ 13.521″′	1°38′ 4.270″	468	51°18′ 30.024″	1°29′ 54.112″
84	51°53′ 12.067″	1°38′ 4.385″	469	51°18′ 34.672″	1°30′ 10.865″
85	51°53′ 10.321″	1°38′ 4.755″	470	51°18′ 51.465″	1°30′ 29.126″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
86	51°53′ 9.467″	1°38′ 4.936″	471	51°19′ 59.009″	1°31′ 42.633″
87	51°53′ 7.970″	1°38′ 5.253″	472	51°20′ 1.800″	1°31′ 42.227″
88	51°53′ 6.984″	1°38′ 5.591″	473	51°20′ 5.721″	1°31′ 40.284″
89	51°53′ 1.870″	1°38′ 7.648″	474	51°20′ 7.341″	1°31′ 39.982″
90	51°52′ 56.393″	1°38′ 10.111″	475	51°20′ 10.522″	1°31′ 40.953″
91	51°52′ 50.684″	1°38′ 12.197″	476	51°20′ 14.056″	1°31′ 43.686″
92	51°52′ 47.941″	1°38′ 13.434″	477	51°20′ 24.559″	1°31′ 47.656″
93	51°52′ 46.758″	1°38′ 13.985″	478	51°20′ 25.970″	1°31′ 49.039″
94	51°52′ 45.677″	1°38′ 14.534″	479	51°20′ 29.181″	1°31′ 52.187″
95	51°52′ 41.604″	1°38′ 15.590″	480	51°20′ 39.200″	1°32′ 8.762″
96	51°52′ 39.995″	1°38′ 16.285″	481	51°20′ 51.259″	1°32′ 31.175″
97	51°52′ 39.076″	1°38′ 16.904″	482	51°20′ 56.034″	1°32′ 39.915″
98	51°52′ 36.891″	1°38′ 19.129″	483	51°20′ 58.908″	1°32′ 43.274″
99	51°52′ 36.674″	1°38′ 19.508″	484	51°21′ 20.733″	1°32′ 58.413″
100	51°52′ 36.237″	1°38′ 20.421″	485	51°21′ 21.727″	1°32′ 58.982″
101	51°52′ 34.299″	1°38′ 24.224″	486	51°21′ 31.250″	1°33′ 3.342″
102	51°52′ 32.174″	1°38′ 28.241″	487	51°22′ 8.898″	1°33′ 31.804″
103	51°52′ 29.497″	1°38′ 41.918″	488	51°22′ 40.774″	1°34′ 21.429″
104	51°52′ 29.254″	1°38′ 43.497″	489	51°22′ 44.516″	1°34′ 25.729″
105	51°52′ 27.087″	1°39′ 2.546″	490	51°22′ 44.650″	1°34′ 25.880″
106	51°52′ 26.984″	1°39′ 6.026″	491	51°22′ 45.035″	1°34′ 26.278″
107	51°52′ 29.576″	1°39′ 54.917″	492	51°22′ 45.433″	1°34′ 26.641″
108	51°52′ 32.703″	1°40′ 27.274″	493	51°22′ 45.843″	1°34′ 26.967″
109	51°52′ 34.415″	1°40′ 42.540″	494	51°22′ 46.263″	1°34′ 27.255″
110	51°52′ 36.330″	1°40′ 57.465″	495	51°22′ 46.694″	1°34′ 27.505″
111	51°52′ 37.081″	1°41′ 6.346″	496	51°22′ 47.133″	1°34′ 27.715″
112	51°52′ 37.046″	1°41′ 8.500″	497	51°22′ 47.578″	1°34′ 27.886″
113	51°52′ 21.894″	1°42′ 0.486″	498	51°22′ 47.756″	1°34′ 27.942″
114	51°52′ 6.716″	1°42′ 47.929″	499	51°22′ 53.988″	1°34′ 29.802″
115	51°51′ 52.313″	1°43′ 21.776″	500	51°22′ 54.261″	1°34′ 29.876″
116	51°51′ 46.345″	1°43′ 35.425″	501	51°22′ 54.716″	1°34′ 29.965″
117	51°51′ 37.930″	1°43′ 58.087″	502	51°22′ 55.173″	1°34′ 30.013″
118	51°51′ 29.513″	1°44′ 20.747″	503	51°22′ 55.631″	1°34′ 30.019″
119	51°51′ 22.397″	1°44′ 33.340″	504	51°22′ 56.088″	1°34′ 29.984″
120	51°51′ 14.299″	1°44′ 43.322″	505	51°22′ 56.544″	1°34′ 29.908″
121	51°50′ 39.589″	1°45′ 4.974″	506	51°22′ 56.996″	1°34′ 29.791″
122	51°50′ 26.046″	1°45′ 14.228″	507	51°22′ 57.443″	1°34′ 29.633″
123	51°50′ 12.743″	1°45′ 23.323″	508	51°22′ 57.884″	1°34′ 29.435″
124	51°50′ 12.417″	1°45′ 23.560″	509	51°22′ 58.317″	1°34′ 29.197″
125	51°49′ 58.283″	1°45′ 34.437″	510	51°22′ 58.741″	1°34′ 28.920″
126	51°49′ 28.626″	1°45′ 54.953″	511	51°22′ 59.154″	1°34′ 28.606″
127	51°49′ 13.775″	1°46′ 5.085″	512	51°22′ 59.556″	1°34′ 28.255″
128	51°48′ 44.008″	1°46′ 25.320″	513	51°22′ 59.737″	1°34′ 28.081″
129	51°48′ 23.543″	1°46′ 39.181″	514	51°23′ 5.870″	1°34′ 22.005″
130	51°48′ 10.890″	1°46′ 44.167″	515	51°23′ 28.073″	1°34′ 11.377″
131	51°48′ 1.426″	1°46′ 46.114″	516	51°23′ 43.030″	1°34′ 6.548″
132	51°47′ 56.726″	1°46′ 45.005″	517	51°23′ 58.269″	1°34′ 1.047″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
133	51°47′ 50.929″	1°46′ 42.666″	518	51°24′ 18.161″	1°33′ 54.554″
134	51°47′ 48.489″	1°46′ 41.646″	519	51°24′ 26.552″	1°33′ 51.311″
135	51°47′ 45.780″	1°46′ 40.523″	520	51°24′ 41.830″	1°33′ 46.508″
136	51°47′ 35.887″	1°46′ 36.968″	521	51°24′ 57.605″	1°33′ 41.976″
137	51°47′ 6.370″	1°46′ 28.380″	522	51°25′ 10.378″	1°33′ 39.373″
138	51°46′ 38.729″	1°46′ 20.351″	523	51°25′ 19.738″	1°33′ 37.151″
139	51°46′ 37.060″	1°46′ 19.868″	524	51°25′ 25.834″	1°33′ 35.498″
140	51°46′ 34.877″	1°46′ 19.287″	525	51°25′ 36.822″	1°33′ 32.411″
141	51°46′ 34.582″	1°46′ 19.229″	526	51°25′ 48.880″	1°33′ 29.644″
142	51°46′ 34.146″	1°46′ 19.093″	527	51°25′ 54.674″	1°33′ 28.861″
143	51°46′ 33.557″	1°46′ 18.936″	528	51°26′ 0.014″	1°33′ 29.534″
144	51°46′ 30.748″	1°46′ 18.189″	529	51°26′ 17.234″	1°33′ 31.144″
145	51°46′ 30.664″	1°46′ 18.167″	530	51°26′ 34.360″	1°33′ 32.308″
146	51°46′ 30.536″	1°46′ 18.133″	531	51°26′ 35.658″	1°33′ 32.229″
147	51°46′ 30.501″	1°46′ 18.124″	532	51°26′ 42.032″	1°33′ 31.017″
148	51°46′ 28.142″	1°46′ 17.525″	533	51°26′ 47.025″	1°33′ 31.165″
149	51°46′ 27.956″	1°46′ 17.447″	534	51°26′ 53.928″	1°33′ 35.160″
150	51°46′ 27.448″	1°46′ 17.312″	535	51°26′ 56.736″	1°33′ 37.342″
151	51°46′ 26.251″	1°46′ 17.006″	536	51°26′ 59.235″	1°33′ 38.527″
152	51°46′ 22.962″	1°46′ 16.182″	537	51°27′ 7.621″	1°33′ 39.115″
153	51°46′ 22.287″	1°46′ 16.013″	538	51°27′ 8.932″	1°33′ 38.837″
154	51°46′ 21.238″	1°46′ 15.750″	539	51°27′ 13.492″	1°33′ 38.292″
155	51°46′ 20.357″	1°46′ 15.530″	540	51°27′ 18.401″	1°33′ 37.329″
156	51°46′ 19.283″	1°46′ 15.261″	541	51°27′ 19.041″	1°33′ 37.160″
157	51°46′ 10.789″	1°46′ 13.134″	542	51°27′ 21.415″	1°33′ 36.373″
158	51°45′ 54.419″	1°46′ 4.742″	543	51°27′ 33.297″	1°33′ 36.969″
159	51°45′ 24.692″	1°45′ 25.913″	544	51°27′ 40.117″	1°33′ 37.858″
160	51°45′ 11.957″	1°45′ 5.743″	545	51°27′ 54.386″	1°33′ 39.701″
161	51°45′ 3.605″	1°44′ 36.083″	546	51°28′ 29.484″	1°33′ 45.871″
162	51°44′ 53.281″	1°43′ 45.786″	547	51°28′ 32.134″	1°33′ 46.316″
163	51°44′ 53.017″	1°43′ 44.673″	548	51°29′ 9.371″	1°33′ 49.500″
164	51°44′ 49.372″	1°43′ 31.199″	549	51°29′ 44.103″	1°33′ 52.073″
165	51°44′ 47.930″	1°43′ 27.618″	550	51°29′ 51.013″	1°33′ 52.676″
166	51°44′ 44.251″	1°43′ 21.127″	551	51°30′ 9.571″	1°33′ 54.294″
167	51°44′ 40.002″	1°43′ 13.725″	552	51°30′ 11.388″	1°33′ 53.781″
168	51°44′ 36.327″	1°43′ 8.412″	553	51°30′ 13.454″	1°33′ 53.547″
169	51°43′ 35.773″	1°42′ 17.154″	554	51°30′ 14.764″	1°33′ 52.897″
170	51°42′ 46.697″	1°41′ 31.855″	555	51°30′ 17.325″	1°33′ 51.626″
171	51°42′ 28.054″	1°41′ 14.537″	556	51°30′ 19.323″	1°33′ 50.132″
172	51°42′ 9.950″	1°40′ 57.649″	557	51°30′ 23.299″	1°33′ 45.878″
173	51°41′ 53.621″	1°40′ 39.411″	558	51°30′ 25.782″	1°33′ 42.380″
174	51°41′ 19.604″	1°40′ 2.227″	559	51°30′ 27.737″	1°33′ 39.973″
175	51°41′ 18.929″	1°40′ 1.564″	560	51°30′ 29.882″	1°33′ 37.406″
176	51°41′ 18.221″	1°40′ 0.943″	561	51°30′ 33.266″	1°33′ 33.733″
177	51°41′ 13.774″	1°39′ 57.045″	562	51°30′ 36.580″	1°33′ 31.977″
178	51°40′ 57.238″	1°39′ 42.551″	563	51°30′ 41.702″	1°33′ 34.284″
179	51°40′ 56.015″	1°39′ 41.682″	564	51°30′ 58.032″	1°33′ 46.372″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
180	51°40′ 2.639″	1°39′ 11.953″	565	51°31′ 43.901″	1°34′ 20.979″
181	51°40′ 2.134″	1°39′ 11.701″	566	51°31′ 43.993″	1°34′ 21.047″
182	51°39′ 7.005″	1°38′ 47.364″	567	51°32′ 15.637″	1°34′ 44.162″
183	51°38′ 13.821″	1°38′ 24.719″	568	51°32′ 55.621″	1°35′ 14.279″
184	51°36′ 19.016″	1°37′ 22.343″	569	51°33′ 35.602″	1°35′ 44.411″
185	51°35′ 30.657″	1°36′ 46.420″	570	51°34′ 27.414″	1°36′ 23.011″
186	51°34′ 59.611″	1°36′ 20.335″	571	51°34′ 41.157″	1°36′ 34.329″
187	51°34′ 34.660″	1°35′ 59.787″	572	51°34′ 58.260″	1°36′ 48.519″
188	51°33′ 42.466″	1°35′ 20.899″	573	51°35′ 15.398″	1°37′ 1.171″
189	51°33′ 2.471″	1°34′ 50.763″	574	51°35′ 26.171″	1°37′ 9.240″
190	51°32′ 22.389″	1°34′ 20.578″	575	51°35′ 50.996″	1°37′ 27.791″
191	51°31′ 50.747″	1°33′ 57.469″	576	51°36′ 15.600″	1°37′ 46.179″
192	51°31′ 4.896″	1°33′ 22.882″	577	51°36′ 19.402″	1°37′ 49.987″
193	51°30′ 47.902″	1°33′ 10.306″	578	51°38′ 8.892″	1°38′ 49.494″
194	51°30′ 46.699″	1°33′ 9.595″	579	51°39′ 2.755″	1°39′ 12.466″
195	51°30′ 38.576″	1°33′ 5.937″	580	51°39′ 57.593″	1°39′ 36.683″
196	51°30′ 36.203″	1°33′ 5.457″	581	51°40′ 27.351″	1°39′ 53.259″
197	51°30′ 33.846″	1°33′ 6.110″	582	51°40′ 36.339″	1°39′ 58.267″
198	51°30′ 26.878″	1°33′ 9.804″	583	51°40′ 44.731″	1°40′ 1.916″
199	51°30′ 24.482″	1°33′ 11.841″	584	51°40′ 46.746″	1°40′ 4.067″
200	51°30′ 14.034″	1°33′ 24.734″	585	51°40′ 50.084″	1°40′ 5.927″
201	51°30′ 11.475″	1°33′ 27.384″	586	51°41′ 10.838″	1°40′ 24.122″
202	51°30′ 9.575″	1°33′ 28.326″	587	51°41′ 44.427″	1°41′ 0.842″
203	51°29′ 44.883″	1°33′ 26.177″	588	51°42′ 0.993″	1°41′ 19.347″
204	51°29′ 10.204″	1°33′ 23.614″	589	51°42′ 19.958″	1°41′ 37.090″
205	51°28′ 33.222″	1°33′ 20.457″	590	51°42′ 38.830″	1°41′ 54.623″
206	51°27′ 55.804″	1°33′ 13.891″	591	51°42′ 39.282″	1°41′ 55.013″
207	51°27′ 35.191″	1°33′ 11.224″	592	51°43′ 14.418″	1°42′ 28.213″
208	51°27′ 34.005″	1°33′ 11.086″	593	51°43′ 49.825″	1°42′ 57.731″
209	51°27′ 20.964″	1°33′ 10.434″	594	51°44′ 12.510″	1°43′ 16.691″
210	51°27′ 19.070″	1°33′ 10.697″	595	51°44′ 23.970″	1°43′ 25.574″
211	51°27′ 16.077″	1°33′ 11.689″	596	51°44′ 31.855″	1°43′ 33.447″
212	51°27′ 12.087″	1°33′ 12.486″	597	51°44′ 35.073″	1°43′ 43.597″
213	51°27′ 7.037″	1°33′ 13.111″	598	51°44′ 44.830″	1°44′ 20.916″
214	51°27′ 4.772″	1°33′ 13.591″	599	51°45′ 0.786″	1°45′ 24.613″
215	51°27′ 2.568″	1°33′ 13.113″	600	51°45′ 6.581″	1°45′ 33.791″
216	51°27′ 0.726″	1°33′ 11.644″	601	51°45′ 14.201″	1°45′ 45.777″
217	51°27′ 0.083″	1°33′ 11.203″	602	51°45′ 45.415″	1°46′ 26.552″
218	51°26′ 59.869″	1°33′ 11.057″	603	51°45′ 48.072″	1°46′ 28.793″
219	51°26′ 52.636″	1°33′ 6.873″	604	51°45′ 49.501″	1°46′ 29.593″
220	51°26′ 47.656″	1°33′ 6.547″	605	51°46′ 6.477″	1°46′ 38.294″
221	51°26′ 39.535″	1°33′ 5.836″	606	51°46′ 7.688″	1°46′ 38.754″
222	51°26′ 37.534″	1°33′ 5.793″	607	51°46′ 16.083″	1°46′ 40.857″
223	51°26′ 35.785″	1°33′ 6.465″	608	51°46′ 24.477″	1°46′ 42.961″
224	51°26′ 32.255″	1°33′ 6.245″	609	51°46′ 34.366″	1°46′ 45.592″
225	51°26′ 17.984″	1°33′ 5.278″	610	51°47′ 3.447″	1°46′ 54.044″
226	51°26′ 3.627″	1°33′ 3.939″	611	51°47′ 32.528″	1°47′ 2.499″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
227	51°25′ 53.970″	1°33′ 2.974″	612	51°47′ 42.125″	1°47′ 5.948″
228	51°25′ 47.145″	1°33′ 4.442″	613	51°47′ 46.568″	1°47′ 7.805″
229	51°25′ 25.893″	1°33′ 10.216″	614	51°47′ 46.903″	1°47′ 7.945″
230	51°25′ 11.657″	1°33′ 14.009″	615	51°47′ 46.968″	1°47′ 7.971″
231	51°24′ 50.218″	1°33′ 19.871″	616	51°47′ 50.078″	1°47′ 9.227″
232	51°24′ 34.276″	1°33′ 24.120″	617	51°47′ 50.937″	1°47′ 9.574″
233	51°24′ 17.499″	1°33′ 28.685″	618	51°47′ 52.471″	1°47′ 9.464″
234	51°24′ 11.596″	1°33′ 30.058″	619	51°47′ 52.960″	1°47′ 9.533″
235	51°24′ 10.391″	1°33′ 30.136″	620	51°47′ 53.458″	1°47′ 9.521″
236	51°23′ 25.342″	1°33′ 21.829″	621	51°47′ 54.029″	1°47′ 9.420″
237	51°22′ 5.760″	1°33′ 6.941″	622	51°47′ 55.904″	1°47′ 9.085″
238	51°22′ 0.566″	1°33′ 2.152″	623	51°48′ 0.768″	1°47′ 8.141″
239	51°21′ 46.470″	1°32′ 48.623″	624	51°48′ 4.663″	1°47′ 7.799″
240	51°21′ 40.758″	1°32′ 42.650″	625	51°48′ 12.188″	1°47′ 6.569″
241	51°21′ 38.222″	1°32′ 40.217″	626	51°48′ 15.112″	1°47′ 6.057″
242	51°21′ 37.528″	1°32′ 39.498″	627	51°48′ 18.538″	1°47′ 6.022″
243	51°21′ 36.343″	1°32′ 38.784″	628	51°48′ 20.556″	1°47′ 5.568″
244	51°21′ 26.694″	1°32′ 34.368″	629	51°48′ 21.825″	1°47′ 5.049″
245	51°21′ 25.238″	1°32′ 33.358″	630	51°48′ 22.775″	1°47′ 4.510″
246	51°21′ 7.029″	1°32′ 20.730″	631	51°48′ 24.034″	1°47′ 3.686″
247	51°21′ 3.475″	1°32′ 14.223″	632	51°48′ 25.492″	1°47′ 2.667″
248	51°20′ 51.007″	1°31′ 51.084″	633	51°48′ 26.464″	1°47′ 1.918″
249	51°20′ 40.112″	1°31′ 33.062″	634	51°48′ 27.326″	1°47′ 1.438″
250	51°20′ 38.524″	1°31′ 31.025″	635	51°48′ 40.720″	1°46′ 52.723″
251	51°20′ 31.921″	1°31′ 24.551″	636	51°48′ 43.979″	1°46′ 50.817″
252	51°20′ 29.550″	1°31′ 22.989″	637	51°48′ 54.507″	1°46′ 43.701″
253	51°20′ 10.305″	1°31′ 15.718″	638	51°48′ 57.044″	1°46′ 42.048″
254	51°20′ 7.707″	1°31′ 15.425″	639	51°49′ 1.912″	1°46′ 38.847″
255	51°19′ 56.877″	1°31′ 17.002″	640	51°49′ 6.370″	1°46′ 35.928″
256	51°19′ 54.143″	1°31′ 14.414″	641	51°49′ 10.004″	1°46′ 33.590″
257	51°19′ 44.221″	1°31′ 2.941″	642	51°49′ 12.834″	1°46′ 31.843″
258	51°19′ 22.248″	1°30′ 37.476″	643	51°49′ 16.873″	1°46′ 29.085″
259	51°19′ 21.878″	1°30′ 37.071″	644	51°49′ 21.772″	1°46′ 25.496″
260	51°19′ 17.489″	1°30′ 32.556″	645	51°49′ 24.406″	1°46′ 23.459″
261	51°19′ 16.621″	1°30′ 29.330″	646	51°49′ 26.555″	1°46′ 21.854″
262	51°19′ 12.226″	1°30′ 8.241″	647	51°49′ 29.325″	1°46′ 19.779″
263	51°19′ 1.695″	1°29′ 13.708″	648	51°49′ 29.559″	1°46′ 19.610″
264	51°18′ 43.443″	1°27′ 41.147″	649	51°49′ 31.217″	1°46′ 18.481″
265	51°18′ 40.537″	1°27′ 26.469″	650	51°49′ 31.437″	1°46′ 18.271″
266	51°18′ 38.361″	1°27′ 15.755″	651	51°49′ 31.862″	1°46′ 17.852″
267	51°18′ 32.698″	1°27′ 5.361″	652	51°49′ 32.358″	1°46′ 17.408″
268	51°18′ 30.084″	1°27′ 0.160″	653	51°49′ 32.932″	1°46′ 16.938″
269	51°18′ 30.118″	1°26′ 57.986″	654	51°49′ 33.571″	1°46′ 16.448″
270	51°18′ 30.181″	1°26′ 55.230″	655	51°49′ 34.341″	1°46′ 15.980″
271	51°18′ 30.225″	1°26′ 53.549″	656	51°49′ 35.765″	1°46′ 15.044″
272	51°18′ 30.290″	1°26′ 51.267″	657	51°49′ 36.855″	1°46′ 14.279″
273	51°18′ 30.323″	1°26′ 50.175″	658	51°49′ 37.455″	1°46′ 13.868″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
274	51°18′ 30.390″	1°26′ 48.030″	659	51°49′ 53.229″	1°46′ 3.357″
275	51°18′ 30.491″	1°26′ 45.023″	660	51°50′ 3.386″	1°45′ 57.066″
276	51°18′ 30.590″	1°26′ 42.309″	661	51°50′ 14.644″	1°45′ 50.122″
277	51°18′ 30.653″	1°26′ 40.695″	662	51°50′ 17.898″	1°45′ 48.283″
278	51°18′ 30.714″	1°26′ 39.222″	663	51°50′ 19.219″	1°45′ 47.266″
279	51°18′ 30.742″	1°26′ 38.573″	664	51°50′ 32.380″	1°45′ 38.269″
280	51°18′ 30.793″	1°26′ 37.391″	665	51°50′ 45.540″	1°45′ 29.271″
281	51°18′ 30.834″	1°26′ 36.490″	666	51°51′ 3.374″	1°45′ 18.151″
282	51°18′ 30.867″	1°26′ 35.852″	667	51°51′ 21.207″	1°45′ 7.028″
283	51°18′ 30.897″	1°26′ 35.349″	668	51°51′ 23.200″	1°45′ 5.226″
284	51°18′ 30.936″	1°26′ 34.783″	669	51°51′ 27.997″	1°44′ 59.315″
285	51°18′ 30.997″	1°26′ 34.003″	670	51°51′ 32.793″	1°44′ 53.403″
286	51°18′ 31.080″	1°26′ 33.025″	671	51°51′ 33.327″	1°44′ 52.613″
287	51°18′ 31.121″	1°26′ 32.549″	672	51°51′ 33.861″	1°44′ 51.824″
288	51°18′ 31.218″	1°26′ 31.480″	673	51°51′ 42.012″	1°44′ 37.399″
289	51°18′ 31.305″	1°26′ 30.548″	674	51°51′ 42.973″	1°44′ 35.314″
290	51°18′ 31.385″	1°26′ 29.745″	675	51°51′ 50.568″	1°44′ 14.870″
291	51°18′ 31.415″	1°26′ 29.468″	676	51°51′ 53.048″	1°43′ 57.342″
292	51°18′ 31.457″	1°26′ 29.110″	677	51°51′ 55.350″	1°43′ 54.404″
293	51°18′ 31.509″	1°26′ 28.685″	678	51°52′ 19.004″	1°43′ 5.199″
294	51°18′ 31.577″	1°26′ 28.165″	679	51°52′ 19.469″	1°43′ 4.305″
295	51°18′ 31.664″	1°26′ 27.524″	680	51°52′ 50.135″	1°41′ 19.585″
296	51°18′ 31.774″	1°26′ 26.743″	681	51°52′ 54.614″	1°40′ 13.491″
297	51°18′ 31.904″	1°26′ 25.844″	682	51°52′ 59.084″	1°39′ 7.393″
298	51°18′ 32.048″	1°26′ 24.868″	683	51°52′ 59.571″	1°39′ 1.476″
299	51°18′ 32.200″	1°26′ 23.855″	684	51°53′ 0.058″	1°38′ 55.559″
300	51°18′ 32.354″	1°26′ 22.839″	685	51°53′ 0.134″	1°38′ 54.840″
301	51°18′ 32.505″	1°26′ 21.853″	686	51°53′ 0.271″	1°38′ 54.145″
302	51°18′ 32.648″	1°26′ 20.930″	687	51°53′ 0.467″	1°38′ 53.487″
303	51°18′ 32.776″	1°26′ 20.106″	688	51°53′ 0.717″	1°38′ 52.880″
304	51°18′ 32.844″	1°26′ 19.678″	689	51°53′ 1.017″	1°38′ 52.336″
305	51°18′ 33.011″	1°26′ 18.651″	690	51°53′ 1.427″	1°38′ 51.797″
306	51°18′ 33.048″	1°26′ 18.432″	691	51°53′ 1.743″	1°38′ 51.474″
307	51°18′ 33.143″	1°26′ 17.916″	692	51°53′ 24.971″	1°38′ 32.626″
308	51°18′ 33.276″	1°26′ 17.317″	693	51°53′ 39.441″	1°38′ 30.729″
309	51°18′ 33.476″	1°26′ 16.500″	694	51°54′ 1.604″	1°38′ 28.595″
310	51°18′ 33.569″	1°26′ 16.139″	695	51°54′ 23.190″	1°38′ 26.485″
311	51°18′ 33.788″	1°26′ 15.314″	696	51°54′ 43.236″	1°38′ 31.109″
312	51°18′ 34.007″	1°26′ 14.490″	697	51°56′ 53.011″	1°38′ 57.773″
313	51°18′ 34.650″	1°26′ 12.200″	698	51°59′ 6.470″	1°39′ 24.608″
314	51°18′ 35.549″	1°26′ 9.073″	699	52°0′41.276″	1°39′ 39.826″
315	51°18′ 37.685″	1°26′ 1.611″	700	52°1′ 49.429″	1°39′ 55.987″
316	51°18′ 39.919″	1°25′ 53.476″	701	52°2′ 5.757″	1°40′ 2.162″
317	51°18′ 47.920″	1°25′ 22.394″	702	52°2′ 19.229″	1°40′ 7.258″
318	51°19′ 11.908″	1°23′ 49.130″	703	52°2′ 38.252″	1°40′ 7.750″
319	51°19′ 22.775″	1°23′ 8.870″	704	52°2′ 41.321″	1°40′ 8.050″
320	51°19′ 26.409″	1°22′ 55.404″	705	52°2′ 56.146″	1°40′ 7.509″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
321	51°19′ 30.327″	1°22′ 41.426″	706	52°3′ 19.680″	1°40′ 7.680″
322	51°19′ 31.196″	1°22′ 38.329″	707	52°3′ 35.762″	1°40′ 8.210″
323	51°19′32.3″N	1°22′34.6″E	708	52°3′ 44.620″	1°40′ 11.357″
324	51°19′37.1″N	1°22′28.8″E	709	52°3′ 45.442″	1°40′ 11.902″
325	51°19′37.2″N	1°22′28.0″E	710	52°3′ 46.491″	1°40′ 13.489″
326	51°19′38.3″N	1°22′27.2″E	711	52°3′ 47.702″	1°40′ 15.403″
327	51°19′38.7″N	1°22′26.9″E	712	52°3′ 48.441″	1°40′ 16.329″
328	51°19′39.1″N	1°22′27.0″E	713	52°3′ 49.181″	1°40′ 17.255″
329	51°19′38.5″N	1°22′26.7″E	714	52°3′ 50.490″	1°40′ 18.532″
330	51°19′37.9″N	1°22′26.9″E	715	52°3′ 53.685″	1°40′ 20.313″
331	51°19′37.1″N	1°22′27.7″E	716	52°3′ 57.051″	1°40′ 20.975″
332	51°19′35.8″N	1°22′26.8″E	717	52°3′ 59.607″	1°40′ 20.817″
333	51°19′ 34.829″	1°22′ 24.877″	718	52°4′ 3.162″	1°40′ 19.667″
334	51°19′ 34.802″	1°22′ 24.793″	719	52°4′ 4.762″	1°40′ 18.862″
335	51°19′ 33.482″	1°22′ 21.370″	720	52°4′ 32.139″	1°39′ 59.850″
336	51°19′ 33.191″	1°22′ 20.388″	721	52°4′ 34.649″	1°39′ 59.557″
337	51°19′ 32.987″	1°22′ 19.529″	722	52°5′ 8.283″	1°40′ 4.682″
338	51°19′ 32.941″	1°22′ 19.095″	723	52°5′ 33.094″	1°40′ 5.721″
339	51°19′ 32.964″	1°22′ 18.666″	724	52°5′ 55.307″	1°40′ 11.070″
340	51°19′ 33.103″	1°22′ 17.945″	725	52°6′ 11.802″	1°40′ 14.740″
341	51°19′ 33.472″	1°22′ 16.474″	726	52°6′ 39.189″	1°40′ 23.141″
342	51°19′ 33.505″	1°22′ 16.107″	727	52°6′ 52.695″	1°40′ 28.361″
343	51°19′ 33.460″	1°22′ 15.813″	728	52°6′ 53.902″	1°40′ 28.673″
344	51°19′ 33.360″	1°22′ 15.595″	729	52°7′ 15.334″	1°40′ 31.551″
345	51°19′ 32.982″	1°22′ 15.022″	730	52°7′ 28.843″	1°40′ 30.751″
346	51°19′ 32.919″	1°22′ 14.885″	731	52°7′ 31.480″	1°40′ 29.846″
347	51°19′ 31.947″	1°22′ 13.479″	732	52°7′ 37.837″	1°40′ 25.774″
348	51°19′ 31.554″	1°22′ 13.299″	733	52°7′ 40.081″	1°40′ 22.840″
349	51°19′ 31.424″	1°22′ 13.172″	734	52°7′ 46.142″	1°40′ 18.870″
350	51°19′ 31.330″	1°22′ 13.012″	735	52°7′ 54.029″	1°40′ 14.183″
351	51°19′ 31.267″	1°22′ 12.781″	736	52°7′ 59.972″	1°40′ 9.621″
352	51°19′ 31.259″	1°22′ 12.516″	737	52°8′ 0.202″	1°40′ 9.437″
353	51°19′ 31.264″	1°22′ 12.493″	738	52°8′ 8.481″	1°40′ 2.552″
354	51°19′ 26.603″	1°22′ 5.757″	739	52°8′ 16.761″	1°39′ 55.667″
355	51°19′ 25.258″	1°22′ 3.868″	740	52°8′ 33.272″	1°39′ 42.342″
356	51°19′ 25.167″	1°22′ 3.741″	741	52°8′ 33.982″	1°39′ 41.695″
357	51°19′ 25.085″	1°22′ 3.626″	742	52°9′ 2.575″	1°39′ 12.451″
358	51°19′ 24.808″	1°22′ 3.225″	743	52°9′ 19.621″	1°38′ 58.526″
359	51°19′ 24.883″	1°22′ 0.411″	744	52°9′ 20.639″	1°38′ 57.375″
360	51°19′ 24.852″	1°22′ 0.351″	745	52°9′ 21.536″	1°38′ 55.985″
361	51°19′ 24.512″	1°21′ 59.398″	746	52°9′ 40.583″	1°38′ 21.585″
362	51°19′ 24.380″	1°21′ 59.113″	747	52°9′ 41.245″	1°38′ 20.216″
363	51°19′ 24.199″	1°21′ 58.859″	748	52°9′ 41.790″	1°38′ 18.717″
364	51°19′ 23.707″	1°21′ 58.339″	749	52°9′ 42.478″	1°38′ 16.503″
365	51°19′ 23.518″	1°21′ 58.053″	750	52°9′ 59.120″	1°37′ 15.816″
366	51°19′ 23.115″	1°21′ 56.959″	751	52°10′ 5.676″	1°36′ 51.897″
367	51°19′ 22.453″	1°21′ 55.626″	752	52°10′ 6.497″	1°36′ 48.902″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
368	51°19′ 22.187″	1°21′ 55.159″	753	52°10′ 6.936″	1°36′ 47.300″
369	51°19′ 21.940″	1°21′ 54.813″	754	52°10′ 7.674″	1°36′ 44.608″
370	51°19′ 21.329″	1°21′ 54.081″	755	52°10′ 7.699″	1°36′ 44.514″
371	51°19′ 20.728″	1°21′ 53.247″	756	52°10′ 8.210″	1°36′ 42.649″
372	51°19′ 19.742″	1°21′ 52.317″	757	52°10′ 8.650″	1°36′ 41.044″
373	51°19′ 19.145″	1°21′ 51.535″	758	52°10′ 8.864″	1°36′ 40.262″
374	51°19′ 18.944″	1°21′ 51.363″	759	52°10′ 9.282″	1°36′ 38.739″
375	51°19′ 18.360″	1°21′ 50.981″	760	52°10′ 9.302″	1°36′ 38.664″
376	51°19′ 17.711″	1°21′ 50.413″	761	52°10′ 8.161″	1°36′ 38.074″
377	51°19′ 14.953″	1°22′ 1.124″	762	52°10′ 3.687″	1°36′ 35.840″
378	51°19′ 13.936″	1°22′ 0.539″	764	52°10′ 1.232″	1°36′ 34.433″
379	51°19′ 12.275″	1°21′ 59.585″	764	52°10′ 1.671″	1°36′ 33.128″
380	51°19′ 7.341″	1°21′ 56.750″	765	52°10′ 1.719″	1°36′ 32.950″
381	51°19′ 4.216″	1°22′ 8.087″	766	52°10′ 0.186″	1°36′ 32.072″
382	51°19′ 4.096″	1°22′ 8.515″	767	52°9′ 59.073″	1°36′ 31.526″
383	51°19′ 3.671″	1°22′ 10.031″	768	52°9 57.364″	1°36′ 30.852″
384	51°19′ 3.594″	1°22′ 10.305″	769	52°9′ 53.755″	1°36′ 29.252″
385	51°19′ 3.380″	1°22′ 11.069″	770	52°9′ 51.024″	1°36′ 28.212″

Table 2: Limits of deviation for access bridge and overhead cables over the River Stour

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
1	51° 18′ 58.905″	001° 19′ 35.189″	292	51° 19′ 1.006″	001° 18′ 38.515″
2	51° 18′ 58.742″	001° 19′ 34.839″	293	51° 19′ 1.018″	001° 18′ 38.646″
3	51° 18′ 59.071″	001° 19′ 34.295″	294	51° 19′ 1.038″	001° 18′ 38.869″
4	51° 18′ 59.187″	001° 19′ 34.118″	295	51° 19′ 1.061″	001° 18′ 39.093″
5	51° 18′ 59.370″	001° 19′ 33.816″	296	51° 19′ 1.090″	001° 18′ 39.312″
6	51° 18′ 59.513″	001° 19′ 33.568″	297	51° 19′ 1.121″	001° 18′ 39.485″
7	51° 18′ 59.615″	001° 19′ 33.384″	298	51° 19′ 1.155″	001° 18′ 39.658″
8	51° 18′ 59.726″	001° 19′ 33.133″	299	51° 19′ 1.195″	001° 18′ 39.831″
9	51° 18′ 59.825″	001° 19′ 32.944″	300	51° 19′ 1.242″	001° 18′ 40.016″
10	51° 18′ 59.880″	001° 19′ 32.845″	301	51° 19′ 1.292″	001° 18′ 40.195″
11	51° 18′ 59.965″	001° 19′ 32.603″	302	51° 19′ 1.345″	001° 18′ 40.374″
12	51° 19′ 0.084″	001° 19′ 32.286″	303	51° 19′ 1.381″	001° 18′ 40.491″
13	51° 19′ 0.266″	001° 19′ 31.783″	304	51° 19′ 1.435″	001° 18′ 40.663″
14	51° 19′ 0.343″	001° 19′ 31.581″	305	51° 19′ 1.490″	001° 18′ 40.755″
15	51° 19′ 0.393″	001° 19′ 31.425″	306	51° 19′ 1.639″	001° 18′ 40.908″
16	51° 19′ 0.509″	001° 19′ 30.984″	307	51° 19′ 1.696″	001° 18′ 40.969″
17	51° 19′ 0.546″	001° 19′ 30.842″	308	51° 19′ 1.756″	001° 18′ 41.004″
18	51° 19′ 0.602″	001° 19′ 30.458″	309	51° 19′ 1.792″	001° 18′ 41.007″
19	51° 19′ 0.638″	001° 19′ 30.109″	310	51° 19′ 1.824″	001° 18′ 41.004″
20	51° 19′ 0.666″	001° 19′ 29.905″	311	51° 19′ 1.857″	001° 18′ 40.996″
21	51° 19′ 0.663″	001° 19′ 29.889″	312	51° 19′ 1.876″	001° 18′ 40.992″
22	51° 19′ 0.658″	001° 19′ 29.868″	313	51° 19′ 1.896″	001° 18′ 40.983″
23	51° 19′ 0.651″	001° 19′ 29.857″	314	51° 19′ 1.915″	001° 18′ 40.980″
24	51° 19′ 0.642″	001° 19′ 29.851″	315	51° 19′ 1.936″	001° 18′ 41.069″
25	51° 19′ 0.603″	001° 19′ 29.848″	316	51° 19′ 1.847″	001° 18′ 41.104″
26	51° 19′ 0.590″	001° 19′ 29.853″	317	51° 19′ 1.821″	001° 18′ 41.107″
27	51° 19′ 0.577″	001° 19′ 29.852″	318	51° 19′ 1.798″	001° 18′ 41.116″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
28	51° 19′ 0.548″	001° 19′ 29.865″	319	51° 19′ 1.778″	001° 18′ 41.135″
29	51° 19′ 0.521″	001° 19′ 29.879″	320	51° 19′ 1.768″	001° 18′ 41.155″
30	51° 19′ 0.492″	001° 19′ 29.887″	321	51° 19′ 1.764″	001° 18′ 41.186″
31	51° 19′ 0.440″	001° 19′ 29.894″	322	51° 19′ 1.760″	001° 18′ 41.211″
32	51° 19′ 0.411″	001° 19′ 29.886″	323	51° 19′ 1.753″	001° 18′ 41.302″
33	51° 19′ 0.376″	001° 19′ 29.879″	324	51° 19′ 1.757″	001° 18′ 41.372″
34	51° 19′ 0.346″	001° 19′ 29.887″	325	51° 19′ 1.773″	001° 18′ 41.416″
35	51° 19′ 0.298″	001° 19′ 29.883″	326	51° 19′ 1.895″	001° 18′ 41.670″
36	51° 19′ 0.272″	001° 19′ 29.876″	327	51° 19′ 2.223″	001° 18′ 42.312″
37	51° 19′ 0.243″	001° 19′ 29.869″	328	51° 19′ 2.364″	001° 18′ 42.570″
38	51° 19′ 0.218″	001° 19′ 29.852″	329	51° 19′ 2.435″	001° 18′ 42.704″
39	51° 19′ 0.196″	001° 19′ 29.829″	330	51° 19′ 2.505″	001° 18′ 42.849″
40	51° 19′ 0.174″	001° 19′ 29.802″	331	51° 19′ 2.576″	001° 18′ 42.999″
41	51° 19′ 0.159″	001° 19′ 29.765″	332	51° 19′ 2.643″	001° 18′ 43.148″
42	51° 19′ 0.147″	001° 19′ 29.728″	333	51° 19′ 2.698″	001° 18′ 43.266″
43	51° 19′ 0.142″	001° 19′ 29.665″	334	51° 19′ 2.749″	001° 18′ 43.383″
44	51° 19′ 0.146″	001° 19′ 29.640″	335	51° 19′ 2.804″	001° 18′ 43.496″
45	51° 19′ 0.153″	001° 19′ 29.614″	336	51° 19′ 2.940″	001° 18′ 43.743″
46	51° 19′ 0.167″	001° 19′ 29.590″	337	51° 19′ 3.075″	001° 18′ 44.006″
47	51° 19′ 0.177″	001° 19′ 29.570″	338	51° 19′ 3.207″	001° 18′ 44.264″
48	51° 19′ 0.194″	001° 19′ 29.550″	339	51° 19′ 3.311″	001° 18′ 44.488″
49	51° 19′ 0.207″	001° 19′ 29.530″	340	51° 19′ 3.415″	001° 18′ 44.707″
50	51° 19′ 0.224″	001° 19′ 29.511″	341	51° 19′ 3.518″	001° 18′ 44.932″
51	51° 19′ 0.254″	001° 19′ 29.498″	342	51° 19′ 3.634″	001° 18′ 45.178″
52	51° 19′ 0.312″	001° 19′ 29.492″	343	51° 19′ 3.747″	001° 18′ 45.419″
53	51° 19′ 0.396″	001° 19′ 29.508″	344	51° 19′ 3.863″	001° 18′ 45.670″
54	51° 19′ 0.437″	001° 19′ 29.526″	345	51° 19′ 3.955″	001° 18′ 45.873″
55	51° 19′ 0.476″	001° 19′ 29.550″	346	51° 19′ 4.049″	001° 18′ 46.076″
56	51° 19′ 0.514″	001° 19′ 29.578″	347	51° 19′ 4.134″	001° 18′ 46.294″
57	51° 19′ 0.551″	001° 19′ 29.617″	348	51° 19′ 4.224″	001° 18′ 46.559″
58	51° 19′ 0.618″	001° 19′ 29.664″	349	51° 19′ 4.268″	001° 18′ 46.696″
59	51° 19′ 0.646″	001° 19′ 29.702″	350	51° 19′ 4.325″	001° 18′ 46.876″
60	51° 19′ 0.662″	001° 19′ 29.713″	351	51° 19′ 4.384″	001° 18′ 47.061″
61	51° 19′ 0.678″	001° 19′ 29.720″	352	51° 19′ 4.444″	001° 18′ 47.241″
62	51° 19′ 0.694″	001° 19′ 29.710″	353	51° 19′ 4.488″	001° 18′ 47.389″
63	51° 19′ 0.705″	001° 19′ 29.696″	354	51° 19′ 4.533″	001° 18′ 47.532″
64	51° 19′ 0.705″	001° 19′ 29.680″	355	51° 19′ 4.577″	001° 18′ 47.680″
65	51° 19′ 0.742″	001° 19′ 29.414″	356	51° 19′ 4.621″	001° 18′ 47.859″
66	51° 19′ 0.802″	001° 19′ 29.010″	357	51° 19′ 4.658″	001° 18′ 48.037″
67	51° 19′ 0.852″	001° 19′ 28.709″	358	51° 19′ 4.675″	001° 18′ 48.124″
68	51° 19′ 0.890″	001° 19′ 28.428″	359	51° 19′ 4.680″	001° 18′ 48.146″
69	51° 19′ 0.929″	001° 19′ 28.167″	360	51° 19′ 4.695″	001° 18′ 48.221″
70	51° 19′ 0.948″	001° 19′ 27.838″	361	51° 19′ 4.729″	001° 18′ 48.378″
71	51° 19′ 0.980″	001° 19′ 27.411″	362	51° 19′ 4.763″	001° 18′ 48.541″
72	51° 19′ 1.003″	001° 19′ 26.932″	363	51° 19′ 4.794″	001° 18′ 48.698″
73	51° 19′ 1.023″	001° 19′ 26.572″	364	51° 19′ 4.845″	001° 18′ 48.970″
74	51° 19′ 1.030″	001° 19′ 26.324″	365	51° 19′ 4.867″	001° 18′ 49.106″
75	51° 19′ 1.061″	001° 19′ 25.701″	366	51° 19′ 4.896″	001° 18′ 49.260″
76	51° 19′ 1.085″	001° 19′ 25.197″	367	51° 19′ 4.911″	001° 18′ 49.383″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
77	51° 19′ 1.092″	001° 19′ 25.052″	368	51° 19′ 4.920″	001° 18′ 49.410″
78	51° 19′ 1.138″	001° 19′ 24.353″	369	51° 19′ 4.926″	001° 18′ 49.431″
79	51° 19′ 1.155″	001° 19′ 24.080″	370	51° 19′ 4.938″	001° 18′ 49.458″
80	51° 19′ 1.220″	001° 19′ 22.834″	371	51° 19′ 4.953″	001° 18′ 49.485″
81	51° 19′ 1.271″	001° 19′ 21.831″	372	51° 19′ 4.972″	001° 18′ 49.502″
82	51° 19′ 1.305″	001° 19′ 21.306″	373	51° 19′ 5.017″	001° 18′ 49.536″
83	51° 19′ 1.365″	001° 19′ 20.349″	374	51° 19′ 5.042″	001° 18′ 49.543″
84	51° 19′ 1.390″	001° 19′ 19.932″	375	51° 19′ 5.065″	001° 18′ 49.539″
85	51° 19′ 1.401″	001° 19′ 19.664″	376	51° 19′ 5.269″	001° 18′ 49.544″
86	51° 19′ 1.440″	001° 19′ 18.846″	377	51° 19′ 5.418″	001° 18′ 49.548″
87	51° 19′ 1.467″	001° 19′ 17.782″	378	51° 19′ 5.477″	001° 18′ 49.548″
88	51° 19′ 1.147″	001° 19′ 17.704″	379	51° 19′ 5.473″	001° 18′ 49.745″
89	51° 19′ 1.168″	001° 19′ 17.552″	380	51° 19′ 5.415″	001° 18′ 49.745″
90	51° 19′ 1.488″	001° 19′ 17.639″	381	51° 19′ 5.264″	001° 18′ 49.734″
91	51° 19′ 1.534″	001° 19′ 17.116″	382	51° 19′ 5.183″	001° 18′ 49.734″
92	51° 19′ 1.564″	001° 19′ 16.860″	383	51° 19′ 5.154″	001° 18′ 49.726″
93	51° 19′ 1.636″	001° 19′ 16.152″	384	51° 19′ 5.122″	001° 18′ 49.724″
94	51° 19′ 1.899″	001° 19′ 13.758″	385	51° 19′ 5.095″	001° 18′ 49.738″
95	51° 19′ 1.984″	001° 19′ 12.927″	386	51° 19′ 5.069″	001° 18′ 49.762″
96	51° 19′ 2.126″	001° 19′ 12.033″	387	51° 19′ 5.048″	001° 18′ 49.791″
97	51° 19′ 2.262″	001° 19′ 11.206″	388	51° 19′ 5.031″	001° 18′ 49.831″
98	51° 19′ 2.297″	001° 19′ 10.996″	389	51° 19′ 5.017″	001° 18′ 49.866″
99	51° 19′ 2.444″	001° 19′ 10.056″	390	51° 19′ 5.010″	001° 18′ 49.902″
100	51° 19′ 2.526″	001° 19′ 9.571″	391	51° 19′ 5.005″	001° 18′ 49.938″
101	51° 19′ 2.572″	001° 19′ 9.306″	392	51° 19′ 5.000″	001° 18′ 50.005″
102	51° 19′ 2.661″	001° 19′ 8.780″	393	51° 19′ 5.005″	001° 18′ 50.072″
103	51° 19′ 2.711″	001° 19′ 8.499″	394	51° 19′ 5.016″	001° 18′ 50.140″
104	51° 19′ 2.756″	001° 19′ 8.192″	395	51° 19′ 5.041″	001° 18′ 50.509″
105	51° 19′ 2.803″	001° 19′ 7.912″	396	51° 19′ 5.070″	001° 18′ 50.847″
106	51° 19′ 2.911″	001° 19′ 7.256″	397	51° 19′ 5.079″	001° 18′ 50.992″
107	51° 19′ 2.931″	001° 19′ 7.136″	398	51° 19′ 5.077″	001° 18′ 51.085″
108	51° 19′ 2.710″	001° 19′ 7.058″	399	51° 19′ 5.089″	001° 18′ 51.319″
109	51° 19′ 2.581″	001° 19′ 7.038″	400	51° 19′ 5.090″	001° 18′ 51.629″
110	51° 19′ 2.451″	001° 19′ 7.019″	401	51° 19′ 5.099″	001° 18′ 51.888″
111	51° 19′ 2.451″	001° 19′ 7.000″	402	51° 19′ 5.098″	001° 18′ 52.167″
112	51° 19′ 2.478″	001° 19′ 6.872″	403	51° 19′ 5.094″	001° 18′ 52.290″
113	51° 19′ 2.498″	001° 19′ 6.875″	404	51° 19′ 5.082″	001° 18′ 52.481″
114	51° 19′ 2.591″	001° 19′ 6.892″	405	51° 19′ 5.073″	001° 18′ 52.682″
115	51° 19′ 2.692″	001° 19′ 6.912″	406	51° 19′ 5.058″	001° 18′ 52.985″
116	51° 19′ 2.955″	001° 19′ 6.987″	407	51° 19′ 5.053″	001° 18′ 53.068″
117	51° 19′ 2.968″	001° 19′ 6.865″	408	51° 19′ 5.027″	001° 18′ 53.407″
118	51° 19′ 2.982″	001° 19′ 6.721″	409	51° 19′ 4.990″	001° 18′ 53.911″
119	51° 19′ 3.015″	001° 19′ 6.465″	410	51° 19′ 4.975″	001° 18′ 54.085″
120	51° 19′ 3.043″	001° 19′ 6.188″	411	51° 19′ 4.954″	001° 18′ 54.368″
121	51° 19′ 3.138″	001° 19′ 5.331″	412	51° 19′ 4.926″	001° 18′ 54.686″
122	51° 19′ 3.228″″	001° 19′ 4.568″	413	51° 19′ 4.848″	001° 18′ 55.399″
123	51° 19′ 3.259″	001° 19′ 4.250″	414	51° 19′ 4.809″	001° 18′ 55.727″
124	51° 19′ 3.394″	001° 19′ 2.937″	415	51° 19′ 4.551″	001° 18′ 57.967″
125	51° 19′ 3.441″	001° 19′ 2.516″	416	51° 19′ 4.482″	001° 18′ 58.592″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
126	51° 19′ 3.502″	001° 19′ 1.973″	417	51° 19′ 4.461″	001° 18′ 58.761″
127	51° 19′ 3.565″	001° 19′ 1.358″	418	51° 19′ 4.310″	001° 19′ 0.305″
128	51° 19′ 3.616″	001° 19′ 0.912″	419	51° 19′ 4.219″	001° 19′ 1.229″
129	51° 19′ 3.655″	001° 19′ 0.568″	420	51° 19′ 4.109″	001° 19′ 2.280″
130	51° 19′ 3.685″	001° 19′ 0.312″	421	51° 19′ 4.055″	001° 19′ 2.793″
131	51° 19′ 3.911″	001° 18′ 58.297″	422	51° 19′ 3.947″	001° 19′ 3.762″
132	51° 19′ 3.950″	001° 18′ 57.928″	423	51° 19′ 3.859″	001° 19′ 4.557″
133	51° 19′ 4.016″	001° 18′ 57.303″	424	51° 19′ 3.794″	001° 19′ 5.167″
134	51° 19′ 4.099″	001° 18′ 56.570″	425	51° 19′ 3.751″	001° 19′ 5.515″
135	51° 19′ 4.207″	001° 18′ 55.621″	426	51° 19′ 3.729″	001° 19′ 5.741″
136	51° 19′ 4.252″	001° 18′ 55.284″	427	51° 19′ 3.688″	001° 19′ 6.136″
137	51° 19′ 4.333″	001° 18′ 54.463″	428	51° 19′ 3.671″	001° 19′ 6.285″
138	51° 19′ 4.343″	001° 18′ 54.334″	429	51° 19′ 3.696″	001° 19′ 6.312″
139	51° 19′ 4.365″	001° 18′ 54.150″	430	51° 19′ 3.770″	001° 19′ 6.343″
140	51° 19′ 4.379″	001° 18′ 53.991″	431	51° 19′ 3.886″	001° 19′ 6.367″
141	51° 19′ 4.393″	001° 18′ 53.847″	432	51° 19′ 3.872″	001° 19′ 6.501″
142	51° 19′ 4.400″	001° 18′ 53.698″	433	51° 19′ 3.785″	001° 19′ 6.510″
143	51° 19′ 4.418″	001° 18′ 53.410″	434	51° 19′ 3.756″	001° 19′ 6.503″
144	51° 19′ 4.423″	001° 18′ 53.244″	435	51° 19′ 3.733″	001° 19′ 6.491″
145	51° 19′ 4.436″	001° 18′ 53.013″	436	51° 19′ 3.711″	001° 19′ 6.489″
146	51° 19′ 4.446″	001° 18′ 52.895″	437	51° 19′ 3.688″	001° 19′ 6.498″
147	51° 19′ 4.445″	001° 18′ 52.791″	438	51° 19′ 3.668″	001° 19′ 6.512″
148	51° 19′ 4.450″	001° 18′ 52.048″	439	51° 19′ 3.651″	001° 19′ 6.536″
149	51° 19′ 4.451″	001° 18′ 51.918″	440	51° 19′ 3.637″	001° 19′ 6.566″
150	51° 19′ 4.454″	001° 18′ 51.691″	441	51° 19′ 3.626″	001° 19′ 6.607″
151	51° 19′ 4.443″	001° 18′ 51.375″	442	51° 19′ 3.619″	001° 19′ 6.653″
152	51° 19′ 4.445″	001° 18′ 51.205″	443	51° 19′ 3.614″	001° 19′ 6.694″
153	51° 19′ 4.442″	001° 18′ 51.091″	444	51° 19′ 3.598″	001° 19′ 6.812″
154	51° 19′ 4.436″	001° 18′ 50.961″	445	51° 19′ 3.582″	001° 19′ 7.048″
155	51° 19′ 4.429″	001° 18′ 50.847″	446	51° 19′ 3.561″	001° 19′ 7.202″
156	51° 19′ 4.423″	001° 18′ 50.619″	447	51° 19′ 3.533″	001° 19′ 7.499″
157	51° 19′ 4.419″	001° 18′ 50.536″	448	51° 19′ 3.497″	001° 19′ 7.864″
158	51° 19′ 4.386″	001° 18′ 50.090″	449	51° 19′ 3.472″	001° 19′ 8.063″
159	51° 19′ 4.353″	001° 18′ 49.757″	450	51° 19′ 3.459″	001° 19′ 8.176″
160	51° 19′ 4.343″	001° 18′ 49.673″	451	51° 19′ 3.378″	001° 19′ 8.744″
161	51° 19′ 4.336″	001° 18′ 49.564″	452	51° 19′ 3.341″	001° 19′ 9.015″
162	51° 19′ 4.327″	001° 18′ 49.522″	453	51° 19′ 3.293″	001° 19′ 9.353″
163	51° 19′ 4.303″	001° 18′ 49.371″	454	51° 19′ 3.260″	001° 19′ 9.609″
164	51° 19′ 4.280″	001° 18′ 49.215″	455	51° 19′ 3.230″	001° 19′ 9.756″
165	51° 19′ 4.270″	001° 18′ 49.151″	456	51° 19′ 3.041″	001° 19′ 10.823″
166	51° 19′ 4.237″	001° 18′ 48.952″	457	51° 19′ 2.753″	001° 19′ 12.414″
167	51° 19′ 4.208″	001° 18′ 48.826″	458	51° 19′ 2.678″	001° 19′ 13.101″
168	51° 19′ 4.182″	001° 18′ 48.695″	459	51° 19′ 2.547″	001° 19′ 14.079″
169	51° 19′ 4.154″	001° 18′ 48.569″	460	51° 19′ 2.389″	001° 19′ 15.292″
170	51° 19′ 4.098″	001° 18′ 48.353″	461	51° 19′ 2.254″	001° 19′ 16.424″
171	51° 19′ 4.043″	001° 18′ 48.143″	462	51° 19′ 2.187″	001° 19′ 17.215″
172	51° 19′ 3.984″	001° 18′ 47.932″	463	51° 19′ 2.146″	001° 19′ 17.698″
173	51° 19′ 3.928″	001° 18′ 47.736″	464	51° 19′ 2.063″	001° 19′ 18.699″
174	51° 19′ 3.869″	001° 18′ 47.541″	465	51° 19′ 2.025″	001° 19′ 19.332″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
175	51° 19′ 3.806″	001° 18′ 47.350″	466	51° 19′ 2.015″	001° 19′ 19.456″
176	51° 19′ 3.737″	001° 18′ 47.149″	467	51° 19′ 2.009″	001° 19′ 19.569″
177	51° 19′ 3.665″	001° 18′ 46.948″	468	51° 19′ 1.986″	001° 19′ 19.702″
178	51° 19′ 3.586″	001° 18′ 46.756″	469	51° 19′ 1.930″	001° 19′ 20.194″
179	51° 19′ 3.502″	001° 18′ 46.553″	470	51° 19′ 1.914″	001° 19′ 20.626″
180	51° 19′ 3.410″	001° 18′ 46.350″	471	51° 19′ 1.913″	001° 19′ 20.668″
181	51° 19′ 3.319″	001° 18′ 46.153″	472	51° 19′ 1.890″	001° 19′ 20.888″
182	51° 19′ 3.193″	001° 18′ 45.885″	473	51° 19′ 1.879″	001° 19′ 21.058″
183	51° 19′ 2.936″	001° 18′ 45.360″	474	51° 19′ 1.867″	001° 19′ 21.160″
184	51° 19′ 2.878″	001° 18′ 45.248″	475	51° 19′ 1.845″	001° 19′ 21.335″
185	51° 19′ 2.820″	001° 18′ 45.130″	476	51° 19′ 1.840″	001° 19′ 21.401″
186	51° 19′ 2.659″	001° 18′ 44.849″	477	51° 19′ 1.836″	001° 19′ 21.453″
187	51° 19′ 2.564″	001° 18′ 44.657″	478	51° 19′ 1.831″	001° 19′ 21.509″
188	51° 19′ 2.362″	001° 18′ 44.244″	479	51° 19′ 1.833″	001° 19′ 21.561″
189	51° 19′ 2.255″	001° 18′ 44.025″	480	51° 19′ 1.831″	001° 19′ 21.597″
190	51° 19′ 2.148″	001° 18′ 43.800″	481	51° 19′ 1.834″	001° 19′ 21.639″
191	51° 19′ 2.066″	001° 18′ 43.628″	482	51° 19′ 1.839″	001° 19′ 21.675″
192	51° 19′ 1.983″	001° 18′ 43.452″	483	51° 19′ 1.854″	001° 19′ 21.718″
193	51° 19′ 1.901″	001° 18′ 43.281″	484	51° 19′ 1.876″	001° 19′ 21.755″
194	51° 19′ 1.827″	001° 18′ 43.136″	485	51° 19′ 1.897″	001° 19′ 21.788″
195	51° 19′ 1.750″	001° 18′ 42.991″	486	51° 19′ 1.922″	001° 19′ 21.826″
196	51° 19′ 1.416″	001° 18′ 42.348″	487	51° 19′ 1.947″	001° 19′ 21.859″
197	51° 19′ 1.302″	001° 18′ 42.118″	488	51° 19′ 1.975″	001° 19′ 21.887″
198	51° 19′ 1.232″	001° 18′ 41.978″	489	51° 19′ 2.001″	001° 19′ 21.899″
199	51° 19′ 1.161″	001° 18′ 41.844″	490	51° 19′ 2.027″	001° 19′ 21.906″
200	51° 19′ 1.113″	001° 18′ 41.745″	491	51° 19′ 2.053″	001° 19′ 21.903″
201	51° 19′ 1.080″	001° 18′ 41.676″	492	51° 19′ 2.308″	001° 19′ 21.921″
202	51° 19′ 0.986″	001° 18′ 41.464″	493	51° 19′ 2.336″	001° 19′ 21.930″
203	51° 19′ 0.856″	001° 18′ 41.592″	494	51° 19′ 2.395″	001° 19′ 21.948″
204	51° 19′ 0.659″	001° 18′ 41.678″	495	51° 19′ 2.430″	001° 19′ 21.950″
205	51° 19′ 0.656″	001° 18′ 41.609″	496	51° 19′ 2.469″	001° 19′ 21.964″
206	51° 19′ 0.654″	001° 18′ 41.517″	497	51° 19′ 2.507″	001° 19′ 21.987″
207	51° 19′ 0.862″	001° 18′ 41.444″	498	51° 19′ 2.542″	001° 19′ 22.005″
208	51° 19′ 0.956″	001° 18′ 41.350″	499	51° 19′ 2.586″	001° 19′ 22.044″
209	51° 19′ 0.859″	001° 18′ 40.954″	500	51° 19′ 2.630″	001° 19′ 22.089″
210	51° 19′ 0.738″	001° 18′ 40.429″	501	51° 19′ 2.674″	001° 19′ 22.139″
211	51° 19′ 0.684″	001° 18′ 40.167″	502	51° 19′ 2.749″	001° 19′ 22.253″
212	51° 19′ 0.644″	001° 18′ 39.978″	503	51° 19′ 2.846″	001° 19′ 22.378″
213	51° 19′ 0.607″	001° 18′ 39.789″	504	51° 19′ 2.807″	001° 19′ 22.474″
214	51° 19′ 0.574″	001° 18′ 39.600″	505	51° 19′ 2.757″	001° 19′ 22.424″
215	51° 19′ 0.547″	001° 18′ 39.407″	506	51° 19′ 2.710″	001° 19′ 22.353″
216	51° 19′ 0.523″	001° 18′ 39.220″	507	51° 19′ 2.679″	001° 19′ 22.304″
217	51° 19′ 0.503″	001° 18′ 39.027″	508	51° 19′ 2.651″	001° 19′ 22.261″
218	51° 19′ 0.472″	001° 18′ 38.746″	509	51° 19′ 2.623″	001° 19′ 22.228″
219	51° 19′ 0.450″	001° 18′ 38.491″	510	51° 19′ 2.592″	001° 19′ 22.195″
220	51° 19′ 0.443″	001° 18′ 38.377″	511	51° 19′ 2.566″	001° 19′ 22.172″
221	51° 19′ 0.437″	001° 18′ 38.268″	512	51° 19′ 2.538″	001° 19′ 22.149″
222	51° 19′ 0.426″	001° 18′ 38.081″	513	51° 19′ 2.509″	001° 19′ 22.137″
223	51° 19′ 0.426″	001° 18′ 38.071″	514	51° 19′ 2.458″	001° 19′ 22.108″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
224	51° 19′ 0.413″	001° 18′ 37.951″	515	51° 19′ 2.394″	001° 19′ 22.077″
225	51° 19′ 0.407″	001° 18′ 37.837″	516	51° 19′ 2.366″	001° 19′ 22.060″
226	51° 19′ 0.400″	001° 18′ 37.717″	517	51° 19′ 2.337″	001° 19′ 22.047″
227	51° 19′ 0.394″	001° 18′ 37.593″	518	51° 19′ 2.305″	001° 19′ 22.040″
228	51° 19′ 0.395″	001° 18′ 37.345″	519	51° 19′ 2.276″	001° 19′ 22.032″
229	51° 19′ 0.393″	001° 18′ 37.278″	520	51° 19′ 2.250″	001° 19′ 22.036″
230	51° 19′ 0.395″	001° 18′ 37.211″	521	51° 19′ 2.221″	001° 19′ 22.039″
231	51° 19′ 0.394″	001° 18′ 37.138″	522	51° 19′ 2.143″	001° 19′ 22.038″
232	51° 19′ 0.400″	001° 18′ 37.040″	523	51° 19′ 2.065″	001° 19′ 22.043″
233	51° 19′ 0.409″	001° 18′ 36.943″	524	51° 19′ 2.013″	001° 19′ 22.039″
234	51° 19′ 0.415″	001° 18′ 36.840″	525	51° 19′ 1.961″	001° 19′ 22.051″
235	51° 19′ 0.421″	001° 18′ 36.773″	526	51° 19′ 1.912″	001° 19′ 22.084″
236	51° 19′ 0.426″	001° 18′ 36.701″	527	51° 19′ 1.875″	001° 19′ 22.127″
237	51° 19′ 0.428″	001° 18′ 36.634″	528	51° 19′ 1.847″	001° 19′ 22.182″
238	51° 19′ 0.434″	001° 18′ 36.542″	529	51° 19′ 1.823″	001° 19′ 22.242″
239	51° 19′ 0.443″	001° 18′ 36.454″	530	51° 19′ 1.805″	001° 19′ 22.288″
240	51° 19′ 0.448″	001° 18′ 36.362″	531	51° 19′ 1.794″	001° 19′ 22.333″
241	51° 19′ 0.458″	001° 18′ 36.233″	532	51° 19′ 1.771″	001° 19′ 22.487″
242	51° 19′ 0.468″	001° 18′ 36.110″	533	51° 19′ 1.743″	001° 19′ 22.676″
243	51° 19′ 0.479″	001° 18′ 35.982″	534	51° 19′ 1.722″	001° 19′ 23.057″
244	51° 19′ 0.502″	001° 18′ 35.725″	535	51° 19′ 1.596″	001° 19′ 25.347″
245	51° 19′ 0.555″	001° 18′ 35.212″	536	51° 19′ 1.575″	001° 19′ 25.966″
246	51° 19′ 0.616″	001° 18′ 34.669″	537	51° 19′ 1.539″	001° 19′ 26.532″
247	51° 19′ 0.647″	001° 18′ 34.392″	538	51° 19′ 1.510″	001° 19′ 26.995″
248	51° 19′ 0.713″	001° 18′ 33.870″	539	51° 19′ 1.493″	001° 19′ 27.247″
249	51° 19′ 0.351″	001° 18′ 33.740″	540	51° 19′ 1.459″	001° 19′ 27.771″
250	51° 19′ 0.371″	001° 18′ 33.595″	541	51° 19′ 1.433″	001° 19′ 28.100″
251	51° 19′ 0.375″	001° 18′ 33.561″	542	51° 19′ 1.425″	001° 19′ 28.270″
252	51° 19′ 0.728″	001° 18′ 33.700″	543	51° 19′ 1.357″	001° 19′ 28.963″
253	51° 19′ 0.786″	001° 18′ 33.353″	544	51° 19′ 1.318″	001° 19′ 29.409″
254	51° 19′ 0.903″	001° 18′ 32.669″	545	51° 19′ 1.293″	001° 19′ 29.630″
255	51° 19′ 0.945″	001° 18′ 32.414″	546	51° 19′ 1.258″	001° 19′ 29.942″
256	51° 19′ 0.991″	001° 18′ 32.164″	547	51° 19′ 1.248″	001° 19′ 30.045″
257	51° 19′ 1.037″	001° 18′ 31.909″	548	51° 19′ 1.225″	001° 19′ 30.183″
258	51° 19′ 1.083″	001° 18′ 31.659″	549	51° 19′ 1.181″	001° 19′ 30.469″
259	51° 19′ 1.132″	001° 18′ 31.414″	550	51° 19′ 1.162″	001° 19′ 30.581″
260	51° 19′ 1.164″	001° 18′ 31.254″	551	51° 19′ 1.077″	001° 19′ 31.061″
261	51° 19′ 1.679″	001° 18′ 31.537″	552	51° 19′ 1.019″	001° 19′ 31.393″
262	51° 19′ 1.603″	001° 18′ 31.929″	553	51° 19′ 0.986″	001° 19′ 31.540″
263	51° 19′ 1.557″	001° 18′ 32.194″	554	51° 19′ 0.953″	001° 19′ 31.682″
264	51° 19′ 1.465″	001° 18′ 32.715″	555	51° 19′ 0.916″	001° 19′ 31.830″
265	51° 19′ 1.407″	001° 18′ 33.051″	556	51° 19′ 0.890″	001° 19′ 31.931″
266	51° 19′ 1.345″	001° 18′ 33.393″	557	51° 19′ 0.865″	001° 19′ 32.027″
267	51° 19′ 1.290″	001° 18′ 33.735″	558	51° 19′ 0.836″	001° 19′ 32.124″
268	51° 19′ 1.274″	001° 18′ 33.853″	559	51° 19′ 0.825″	001° 19′ 32.169″
269	51° 19′ 1.254″	001° 18′ 33.971″	560	51° 19′ 0.811″	001° 19′ 32.210″
270	51° 19′ 1.238″	001° 18′ 34.088″	561	51° 19′ 0.800″	001° 19′ 32.250″
271	51° 19′ 1.205″	001° 18′ 34.344″	562	51° 19′ 0.716″	001° 19′ 32.502″
272	51° 19′ 1.152″	001° 18′ 34.857″	563	51° 19′ 0.663″	001° 19′ 32.643″

Point	*Latitude (DMS)*	*Longitude (DMS)*	*Point*	*Latitude (DMS)*	*Longitude (DMS)*
273	51° 19′ 1.138″	001° 18′ 34.975″	564	51° 19′ 0.603″	001° 19′ 32.799″
274	51° 19′ 1.125″	001° 18′ 35.098″	565	51° 19′ 0.530″	001° 19′ 32.995″
275	51° 19′ 1.115″	001° 18′ 35.216″	566	51° 19′ 0.492″	001° 19′ 33.075″
276	51° 19′ 1.088″	001° 18′ 35.504″	567	51° 19′ 0.405″	001° 19′ 33.276″
277	51° 19′ 1.061″	001° 18′ 35.786″	568	51° 19′ 0.315″	001° 19′ 33.481″
278	51° 19′ 1.036″	001° 18′ 36.073″	569	51° 19′ 0.190″	001° 19′ 33.777″
279	51° 19′ 1.009″	001° 18′ 36.345″	570	51° 19′ 0.119″	001° 19′ 33.911″
280	51° 19′ 0.985″	001° 18′ 36.623″	571	51° 19′ 0.012″	001° 19′ 34.126″
281	51° 19′ 0.971″	001° 18′ 36.896″	572	51° 18′ 59.923″	001° 19′ 34.310″
282	51° 19′ 0.972″	001° 18′ 36.973″	573	51° 18′ 59.861″	001° 19′ 34.420″
283	51° 19′ 0.970″	001° 18′ 37.050″	574	51° 18′ 59.786″	001° 19′ 34.564″
284	51° 19′ 0.971″	001° 18′ 37.128″	575	51° 18′ 59.739″	001° 19′ 34.633″
285	51° 19′ 0.970″	001° 18′ 37.262″	576	51° 18′ 59.667″	001° 19′ 34.752″
286	51° 19′ 0.976″	001° 18′ 37.531″	577	51° 18′ 59.478″	001° 19′ 35.022″
287	51° 19′ 0.978″	001° 18′ 37.671″	578	51° 18′ 59.229″	001° 19′ 35.350″
288	51° 19′ 0.984″	001° 18′ 37.816″	579	51° 18′ 59.076″	001° 19′ 35.558″
289	51° 19′ 0.989″	001° 18′ 37.956″	580	51° 18′ 58.915″	001° 19′ 35.211″
290	51° 19′ 0.990″	001° 18′ 38.153″	581	51° 18′ 58.905″	001° 19′ 35.189″
291	51° 19′ 0.994″	001° 18′ 38.256″			

8. This licence remains in force until the authorised project has been decommissioned in accordance with a methodology and programme approved by the MMO and the completion of such programme has been confirmed by the MMO in writing.

9. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).

10. With respect to any condition which requires the licensed activities be carried out in accordance with the plans, protocols or statements approved under this licence, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

11. Any amendments to the details, plan or scheme must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment may be given only where it has been demonstrated to the satisfaction of the MMO that the amendment will not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

CONDITIONS

Design parameters

1.—(1) The total length of the marine cables, volume and area of cable protection areas (including cable crossings) between the respective MHWS at each of the Suffolk and Kent landfall for Work No. 6 must not exceed the following—

Table 2. Design parameters

Length of cable (km)	*Area of cable protection (m2)*	*Volume of cable protection (m3)*

122	196,100	582,200

(2) The total pre-sweeping volume must not exceed 325,000 cubic metres.

(3) In the Areas of Safeguarded Water Depth—

(a) no wet storage activities are to be carried out by the undertaker as part of the licensed activities in respect of Work No.6;

(b) no exclusion zones will be implemented as part of the licenced activities but this does not prevent any Recommended Restricted Zones in accordance with the Navigation and Installation Plan;

(c) there are to be no cable joints as part of the construction or maintenance of Work No. 6 (unless necessitated by emergency maintenance works);

(d) in the event that a cable crossing is reasonably necessary in the North East Spit Area due to the proposed GridLink Interconnector Project—

(i) If Work No.6 is installed first, the undertaker must install Work No. 6 at a depth that provides sufficient vertical clearance for the GridLink Interconnector Project cable(s) to be laid so that subsequent installation would not preclude or impede the dredging of those parts of the Areas of Safeguarded Water Depth to the depth specified in Requirement 17 of Schedule 3 and the undertaker is not responsible for any failure to meet the required depth protection caused by the subsequent installation of the GridLink Interconnector Project cable(s); and

(ii) If the GridLink Interconnector Project cable(s) are installed first, the undertaker must use reasonable endeavours to ensure that the GridLink Interconnector Project cable(s) are installed with sufficient vertical clearance to allow the subsequent installation of Work No. 6 to a depth which would not preclude or impede the dredging of those parts of the Areas of Safeguarded Water Depth to the depth specified in Requirement 17 of Schedule 3;

(e) where there are existing cables installed in the North East Spit Area that are to be crossed by Work No.6 the undertaker must install Work No.6 so as to achieve the required depth protection specified in Requirement 17 of Schedule 3.

(f) there are to be no cable crossings as part of the construction of Work No.6 within the Long Sand Head Two-way Route Crossing area and the Sunk Pilot Boarding Area as shown on the certified Areas of Safeguard Water Depth Plan, except where a cable crossing is required to cross any new unforeseen cable which is laid prior to construction of Work No.6.

Extension of time periods

2. Any time period given in this licence given to either the undertaker or the MMO may be extended with the agreement of the other party in writing such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

3.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 5; and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 5;

(b) within 28 days of receipt of a copy of this licence and any subsequent amendments or revisions those persons referred to in sub-paragraph (a) above must confirm receipt of this licence in writing to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 5 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3) above.

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during construction and operation of the authorised project.

(6) The undertaker must inform the MMO Coastal Office in writing at least seven days prior to commencement of the licensed activities or any part of them, and within 14 days of completion of the licensed activities.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

(a) at least 14 days prior to the commencement of offshore activities, for inclusion In the Kingfisher Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours after completion of construction of all offshore activities; and

(c) confirmation of notification must be provided to the MMO within seven days.

(8) The undertaker must issue a notice to mariners at least 14 days prior to the commencement of the licensed activities or any part of them, such notice is to include a description of the project, a description of the activity the notification relates to, start date and anticipated completion date of the activity and the expected vessel routes from the local construction ports to the relevant location(s). Copies of all notices must be provided to the MMO, MCA and UKHO within five days of such notification.

(9) The undertaker must notify HM Coastguard (HMCG) (Zone10@hcmg.gov.uk, Zone11@hcmg.gov.uk, Zone13@hcmg.gov.uk and Zone14@hcmg.gov.uk) prior to commencement of licensed cable installation activities and the undertaker must send a copy to the MMO within seven days of the issue of such notification.

(10) The undertaker must notify The Source Data Receipt team at the UK Hydrographic Office of commencement of the licensed activities at least seven days prior to commencement of each licensed activity, such notice is to include the start data and end date, a description of the works, the positions of the work area (WGS84) and details of any marking arrangements and the undertaker must send a copy to the MMO, MCA and PLA within seven days of the issue of such notification.

(11) In case of damage to, or destruction or decay of, the authorised project seaward of MHWS or any part thereof the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House, Kingfisher Information Service of Seafish and the UK Hydrographic Office.

(12) In case of exposure of cables on or above the seabed, the undertaker must, within five days following identification of a cable exposure, and as soon as practicable within the Areas of Safeguarded Water Depth and no later than five days, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, Kingfisher Information Service of Seafish and UK Hydrographic Office within seven days of the exposure identification.

Pre-construction plans and documentation

4.—(1) The licensed activities or any part of those activities under Work No. 6, save for trial trenching, must not commence until the following plans in respect of those activities have been submitted to and approved in writing by the MMO, such approval to be within a period of six months from submission (in consultation with the statutory nature conservation body, the JNCC, MCA, the Environment Agency, PLA, Trinity House and Cefas)—

(a) a Cable Specification and Installation Plan document in respect of those licensed activities, which is in substantial accordance with the principles set out in the outline Cable Specification and Installation Plan and which has been informed by a cable burial risk assessment which shall include details of—

(i) a sediment disposal management plan;

(ii) technical specification of offshore cables below MHWS, including a desk-based assessment of attenuation of electromagnetic deviation of the high voltage cable route, shielding and cable burial depth in accordance with industry good practice;

(iii) proposed detailed location and route of offshore cables, including micro-siting where necessary, together with timings;

(iv) an intertidal works methodology and mitigation plan for Pegwell Bay;

(v) a detailed cable laying and burial plan, incorporating a burial risk assessment encompassing the identification of any cable protection and associated development or ancillary works demonstrating how the undertaker will comply with Requirement 17 and Condition 4(5), details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;

(vi) a detailed cable protection plan;

(vii) details of intended boulder removal;

(viii) a marine pollution contingency plan;

(ix) a waste management plan; and

(x) a landfall method statement in accordance with the construction methods assessed in the environmental statement;

(b) an Offshore Construction Environment Management plan which is in substantial accordance with the principles set out in the outline Offshore Construction Environment Management Plan;

(c) a Marine Mammal Mitigation Plan which is in substantial accordance with the principles set out in the outline Marine Mammal Mitigation Plan,

(d) a Marine Invasive Non-Native Species Management Plan which is in substantial accordance with the principles set out in the outline Invasive Non-Native Species Management Plan;

(e) a marine bio-security plan;

(f) a Fisheries Liaison and Co-existence Plan which is in substantial accordance with the principles set out in the outline Fisheries Liaison and Co-existence Plan;

(g) a navigation and installation plan for the relevant stage which is in substantial accordance with the principles set out in the outline navigation and installation plan which shall include details of—

(i) planned protocols;

(ii) concurrent activity restrictions; and

(iii) weather constraints.

(h) details of cable protection, any obstructions in the intertidal area and any clumping of disused cables for the updating of charts;

(i) a Red Throated Diver Protocol which is in accordance with the principles set out in the outline Red Throated Diver Protocol;

(j) Unless otherwise agreed in writing by the MMO, a chemical risk assessment submitted for approval no later than ten weeks prior to use, including (but not limited to) information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards, and in accordance with the conditions of this licence

(k) Unless otherwise agreed in writing by the MMO, a site specific chemical risk assessment for any chemicals used for the licensed activities (outside the course of normal navigation) with a pathway to the marine environment, which should include—

(i) the function of the chemical, the quantities being used, the frequency of use, the location, and the estimated discharge;

(ii) the management measures preventing the release into the marine environment; and

(iii) the physical, chemical, and ecotoxicological properties of the chemical except where the chemical is present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment (PLONOR), or chemicals where the MMO agree in writing that the management measures are sufficient to ensure no release into the marine environment.

(2) The licensed activities or any part of those activities under Work No. 6 must not commence unless a written scheme of archaeological investigation in respect of those activities has been submitted to and approved by the MMO, in consultation with the MCA and Trinity House, in accordance with the Outline Offshore Overarching Written Scheme of Investigation and the Marine Archaeological Method Statement as appropriate, and in accordance with industry good practice and in consultation with Historic England. The written scheme of archaeological investigation is to include—

(a) details of responsibilities of the undertaker, archaeological consultant and contractor;

(b) methodology for any further project investigation including specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO;

(d) delivery of any mitigation including the use of archaeological construction exclusion zones in agreement with the MMO;

(e) the preparation of a reporting and recording protocol for archaeological discoveries, including reporting of any wreck or wreck material during delivery of the authorised project; and

(f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Marine Heritage Record, by submitting a Historic England OASIS ('Online Access to the Index of Archaeological Investigations') form with a digital copy of the relevant report within six months of completion of construction of the authorised development, and to notify the MMO that the OASIS form has been submitted to the National Marine Heritage Record within fourteen days of the submission.

(3) Except where otherwise stated or agreed with the MMO in writing, each programme, statement, plan, protocol or scheme required to be approved under condition 4 must be submitted for approval at least six months prior to the intended commencement of the part of the licensed activities to which it relates. Any programme, statement, plan, protocol or scheme or phase of than plan, protocol or scheme can be submitted under the following phases of works—

(a) Landfall installation;

(b) Seabed preparation;

(c) Cable lay and burial;

(d) Post lay cable protection.

(4) The licensed activities must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 4, unless otherwise agreed in writing by the MMO.

(5) In undertaking the licensed activities, the undertaker must not reduce water depth by more than 5% unless agreed with the MMO in writing in consultation with MCA and Trinity House, and within the Areas of Safeguarded Water Depth, water depth must not be reduced in exceedance of the depths specified in Schedule 3, Requirement 17.

(6) In undertaking the licensed activities, the undertaker must not reduce existing water depths between KP 33 and KP 38 unless agreed with the MMO in writing in consultation with the MCA and Trinity House.

(7) Unless otherwise agreed with the MMO, a sediment sampling plan request must be submitted and the results submitted for analysis to the MMO prior to any pre-sweeping works at the Sunk Pilot Boarding area as shown on the Areas of Safeguarded Water Depth Plan and the sediment sampling and analysis must be completed by a laboratory validated by the MMO.

(8) The licensed activities or any part of those activities must not commence until details of the final cable route, including coordinates have been approved by the MMO pursuant to paragraph (1)4(1).

Reporting of engaged agents, contractors and vessels

5.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name and function of any agents, contractors or sub-contractors that will carry on any licensed activity or part of any licensed activity listed on behalf of the undertaker, no less than 24 hours before the commencement of the licensed activity; and

(b) any vessel that will carry on any licensed activity or any part of any licensed activity listed on behalf of the undertaker, no less than 24 hours before the commencement of the licensed activity, which shall include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.

Compass deviation

6.—(1) The Undertaker must undertake a desk study to establish the levels of electromagnetic deviation affecting ship compasses and other navigation systems caused by the cable which must be provided to the MMO no less than eight weeks prior to cable installation activities.

(2) There must be no more than a 3 degree electromagnetic compass deviation for 95% of the cable route and for the remaining 5% of the cable route there must be no more than a 5 degree electromagnetic compass deviation in water depths of approximately 5 m and deeper ('the MCA requirement').

(3) If the MCA requirement cannot be met, a post installation actual electromagnetic compass deviation survey should be conducted for the cable in areas where compliance has not been achieved. This data must be provided to the MCA and UK Hydrographic Office (UKHO) in order to update Admiralty Charts accordingly, and the undertaker must send a copy of such data to the MMO within seven days.

Aids to navigation

7.—(1) Any vessels utilised during the licensed activities or any part of those activities under Work No. 6, when jacked up, must exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations;

(2) The undertaker must during the whole period from the commencement of the licensed activities to completion of decommissioning of the authorised development exhibit such lights,

marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(3) The undertaker must during the whole period from the commencement of the licensed activities to completion of decommissioning of the authorised development keep Trinity House informed of progress of the authorised development seaward of MHWS by way of issuing it with-

(a) notice of commencement of construction of the authorised development within 24 hours of commencement;

(b) notice of any aids to navigation being established or replaced by the undertaker within 24 hours; and

(c) notice of completion of construction of the authorised development within seven days.

Chemical, drilling and debris

8.—(1) Unless otherwise agreed in writing by the MMO, all chemicals used in the construction of the authorised development must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002 (as amended) as maintained by Cefas.

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with relevant guidelines approved by Health and Safety Executive and Environment Agency.

(3) All chemicals used for the licensed activities should be selected with regard to their environmental impact. Where less hazardous or non-toxic substitutes are available, these must be used in preference to more harmful substances.

(4) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including substances released by design or by degradation. This should include bunding of 110% of the total volume of all reservoirs and containers unless approved by the MMO in writing.

(5) The undertaker must ensure that only inert material of natural origin, drilling mud and dredged material, produced during the landfall installation or seabed preparation works is disposed of within the disposal site references(s) to be provided by the MMO within the extent of the Order limits seaward of MHWS.

(6) The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order, by submission of a disposal return by 15th February each year for the months August to January inclusive, and by 15th August each year for the months February to July inclusive.

(7) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source free from contaminants and containing minimal fines.

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team within 12 hours.

(9) All dropped objects must be reported to the MMO using the dropped object procedure form as soon as reasonably practicable and in any event within six hours of the undertaker becoming aware of an incident. Immediate notification must be made to HMCG via telephone where there is a perceived danger or hazard to navigation. On receipt of the dropped object procedure form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

9.—(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of

the deposit must be notified to the MMO, MCA and Trinity House in the manner provided in condition 8(8).

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Trenchless Landfall Techniques

10.—(1) Landfall installation must only use trenchless landfall techniques between the onshore transition joint bay and the exit pits.

(2) No exit to trenchless landfall techniques must occur within 105m of saltmarsh habitat within Pegwell Bay.

(3) The temporary working area will be located at a minimum distance of 50m from the edge of the saltmarsh habitat within Pegwell Bay.

(4) No exit to trenchless landfall techniques must occur within 50m of MLWS at Leiston to Aldeburgh SSSI.

(5) No exit to trenchless landfall techniques must occur within 45m east of the continual Coralline Crag outcrop in Suffolk as identified in plate 2.3 of the Coralline Crag Technical Note.

(6) Pneumatic casing installation shall not be used below MHWS unless otherwise agreed in writing with the MMO, following provision of appropriate underwater noise assessment and agreement of any relevant mitigation proposals.

(7) No open-cut trenching will be permitted for the repair and maintenance of cables installed by trenchless techniques between the onshore transition joint bay and the exit pits unless otherwise approved by the relevant planning authority in consultation with the statutory nature conservation body.

Red Throated Diver

11.—(1) Unless otherwise agreed in writing with the MMO, in consultation with the statutory nature conservation body and the JNCC as the relevant statutory nature conservation body (SNCB), none of the following activities relating to cable laying are permitted to take place on the seabed within the Outer Thames Estuary SPA and a 2km buffer between 1 November and 31 March inclusive—

(a) pre-sweeping dredging;

(b) boulder clearance, pre-lay grapnel run and cable crossing preparation;

(c) cable installation (specifically mechanical ploughing or cutting and/or water jetting and post lay burial operation);

(d) cable protection (specifically rock placement);

(e) routine monitoring and maintenance.

(2) Unless otherwise agreed in writing with the MMO, none of the following activities relating to landfall installation are permitted to take place on or under the seabed within the Outer Thames Estuary SPA between 1 January and 31 March inclusive—

(a) Trenchless landfall techniques for landfall installation.

(3) The provisions of paragraphs (1) and (2) do not apply in respect of emergency cable repair works (and for the avoidance of doubt emergency cable repair works are not a licensed marine activity for the purposes of this licence).

(4) The undertaker will comply with the red-throated diver protocol throughout the construction, operation and maintenance of the authorised development.

Maintenance

12.—(1) The undertaker may at any time maintain the authorised development, except to the extent that this licence or an agreement made under this licence provides otherwise.

(2) Maintenance works include but are not limited to—

(a) cable remedial burial;

(b) cable repairs and replacement;

(c) cable protection replenishment for areas of existing cable protection established within 10 years from the date of the grant of the order, unless otherwise agreed by the MMO in writing;

(d) cable inspection.

(3) In undertaking activities under condition 12(2), the undertaker must not reduce water depth by more than 5% unless agreed with the MMO in writing in consultation with the MCA and Trinity House, and in the Areas of Safeguarded Water Depth water depth must not be reduced in exceedance of the depths specified in Schedule 3, Requirement 17.

Deployment of Cable Protection

13.—(1) Any new cable protection in areas previously not subject to cable protection authorised under this licence must be deployed within 10 years from the date of the grant of the order unless otherwise agreed by the MMO in writing.

(2) Unless otherwise agreed by the MMO in writing, no cable protection granted by the licence may be deployed within the Sandwich Bay Special Area of Conservation (SAC) after the construction period has ended and any cable protection to be installed outside of the Sandwich Bay SAC following completion of construction in locations where cable protection was not installed during construction must be deployed within 10 years of completion of construction.

Post construction

14.—(1) The undertaker must submit to the MMO and Trinity House within three months of completion of the licensed activities forming part of Work No.6 or any part of those activities under Work No.6 an 'as built' plan which will display—

(a) the location of the cable as laid with specific details of the achieved burial depths,

(b) locations of buried and surface-laid cables,

(c) the placed location and quantity of rock placement or concrete mattressing used in these licensed activities; and

(d) final clearance depths over the protected cables and clumped disused cables.

(2) Any programme, statement, plan, protocol or scheme under part (1) may be submitted under the following phases of works—

(a) cable lay and burial;

(b) post lay cable protection.

(3) Any area which is identified as a possible danger to navigation on assessment of the 'as built plan' in consultation with the MCA and Trinity House, may require marking with aids to navigation at the licence holder's expense, unless otherwise agreed with the MMO in writing.

(4) A written decommissioning plan must be submitted to the MMO for approval no less than six months prior to when decommissioning is due to commence. Any cable protection located within marine protected areas must be removed upon decommissioning, unless a decision is made at the time that it is best to leave it in situ.

(5) All equipment, temporary structures, waste and/or debris associated with the licensed activities must be removed within seven days of completion of the licensed activities.

(6) The undertaker must submit to the MCA and UK Hydrographic Office the post laid cable International Hydrographic Office (IHO1A) approved sonar or Multi Beam Echo Sounder survey data and the undertaker must send a copy of such notification to the MMO within seven days.

(7) The undertaker must notify the Source Data Receipt team of the UK Hydrographic Office on completion of the licensed activities no later than fourteen days after the completion of the licensed

activities, which should include latitude and longitude coordinates in WGS84 of the installed works on and or above the seabed, any changes to engineering drawings and details of new or changed aids to navigation where applicable, and the undertaker must send a copy of such notification to the MMO and Trinity House within seven days of the notification being issued.

Pre-construction surveys and monitoring

15.—(1) The undertaker must carry out pre-construction surveys, in accordance with the outline In Principle Monitoring Plan, to inform the delivery of commitments and mitigation identified in the Outline Offshore Construction Environmental Management Plan in condition 4(b);

(2) The pre-construction surveys referred to in sub-paragraph 15(1) must have due regard to, but not be limited to, the need to undertake—

(a) a survey to determine the location and extent of any benthic habitats of principal importance (qualifying as Habitats Regulations Annex I habitats; Natural Environment and Rural Communities (NERC) Section 41 habitats and species) within the Order limits in which it is proposed to carry out the licensed activities forming part of Work No.6 or any part of those activities under Work No.6;

(b) a full sea floor coverage swath bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out of the licensed activities forming part of Work No.6 or any part of those activities under Work No.6.

(3) In accordance with the environmental principles set out in the Outline Cable Specification and Installation Plan, where benthic habitats of principal importance (qualifying as Habitats Regulations Annex I habitats; Natural Environment and Rural Communities (NERC) Section 41 habitats and species) are identified during pre-construction surveys, and additional mitigation is required to avoid or reduce impacts impact on these habitats, the undertaker must prepare a Benthic Mitigation Plan in agreement with the MMO. This Benthic Mitigation Plan(s) must be submitted to and approved in writing by the MMO in consultation with the Statutory Nature Conservation Body prior to Work no. 6 commencing and should include a timetable for implementation of the mitigation and details of any necessary monitoring. Any agreed mitigation and/or monitoring must be implemented in accordance with the agreed timetable.

(4) The undertaker must produce a monitoring plan, in substantial accordance with the outline In-Principle Monitoring Plan, based on sub-paragraphs (1), (2) and (3), to be submitted to the MMO (unless otherwise agreed in writing by the MMO) within three months of the 'as-built survey' taking place;

(5) In the event that the reports provided to the MMO identify impacts which are unanticipated, and in the view of the MMO, in consultation with the relevant statutory nature conservation body, are significantly beyond those predicted within the Environmental Statement, Habitats Regulations Assessment, or Marine Conservation Zone Assessment, an Adaptive Management Plan shall be produced and submitted alongside the relevant post-construction monitoring reports. The plan shall identify measures to reduce effects to ensure that these impacts are no worse than was predicted within the Environmental Statement, Habitats Regulations Assessment, or Marine Conservation Zone Assessment, unless otherwise agreed by the MMO in writing in consultation with the relevant statutory nature conservation bodies. This plan must be agreed by the MMO in consultation with the relevant statutory nature conservation bodies to reduce effects to an agreed suitable level for this development. Any such agreed and approved adaptive management or mitigation should be implemented and monitored in full to a timetable first agreed in writing with the MMO in consultation with the relevant statutory nature conservation body.

SCHEDULE 17

Article 58

PUBLIC GENERAL LEGISLATION

Hedgerow Regulations 1997

1. For the purposes of regulation 6(1) of the Hedgerow Regulations 1997(**a**), the removal of any hedgerow to which those regulations apply is permitted if it is required for the purposes set out in article 51 (felling or lopping) of this Order.

Local Government (Miscellaneous Provisions) Act 1976

2. Section 42 of the Local Government (Miscellaneous Provisions) Act 1976(**b**) (certain future local Acts etc. to be subject to the planning enactments etc. except as otherwise provided) will not apply to the extent that it would make provisions of this Order authorising the authorised project subject to other provisions.

Neighbourhood Planning Act 2017

3. The provisions of the Neighbourhood Planning Act 2017(**c**) shall not apply in so far as they relate to temporary possession of land under articles 27 (temporary use of land for carrying out the authorised project), and 28 (temporary use of land for maintaining the authorised project) of this Order.

Building Act 1984

4. Nothing in Part 1 of the Building Act 1984(**d**) with respect to building regulations, and nothing in any building regulations, will apply in relation to a building used, altered or demolished, or intended for use, alteration, or demolition, by the undertaker for the purposes of the authorised project before completion of construction.

National Parks and Access to the Countryside Act 1949

5. Sections 51, 52 and 55 of the National Parks and Access to Countryside Act 1949(**e**) (shall not apply in relation to the authorised project.

Town and Country Planning Act 1990

6. For the purposes only of Section 106 (1) of that Act the undertaker shall be deemed to be a person interested in the Order Land or any part of it and for the avoidance of doubt Section 106(3)(a) shall include any transferee or lessee under article 7 of this Order and in Section 106(3)(b) reference to any person deriving title from a person falling within Section 106(3)(a) shall include the undertaker and any transferee or lessee who has the benefit of all or part of the provisions of the Order pursuant to article 7 of the Order.

(**a**) S.I. 1997/1160
(**b**) 1976 c.57
(**c**) 2017 c.20
(**d**) 1984 c.55
(**e**) 1949 c.97

SCHEDULE 18

Article 59

AMENDMENT OF LOCAL LEGISLATION

Local Enactments

Year	Chapter	Title	Section
1825	clxvi	Canterbury Navigation and Sandwich Harbour Act 1825	CXIII (obstructions of the navigation to be removed)

SCHEDULE 19

Article 60

CERTIFIED DOCUMENTS

Document Title	*Document Reference*
Access, Rights of Way and Public Rights of Navigation Plans	2.7 (C)
Land Plans	Part 1 of 2: 2.3 (G) Part 2 of 2: 2.3 (F)
Special Category and Crown Land Plans	2.4 (D)
Traffic Regulation Order Plans	2.6 (A Version 2 Change Request)
Trees and Hedgerows to be Removed or Managed Plans	2.12 (A Version 2 Change Request)
Works Plans – Suffolk	2.5.1 (C)
Works Plans – Kent	2.5.2 (C)
Book of Reference	4.3 (H)
Environmental Statement (together with any supplemental or additional environmental information)	6.1 to 6.4 (inclusive)
Outline Onshore Construction Environmental Management Plan	7.5.3 (E)
Outline Offshore Construction Environmental Management Plan	7.5.2 (E)
Outline Construction Traffic Management and Travel Plan – Suffolk	7.5.1.1 (F)
Outline Construction Traffic Management and Travel Plan – Kent	7.5.1.2 (C)
Outline Air Quality Management Plan – Kent	7.5.6.2 (D)
Outline Air Quality Management Plan – Suffolk	7.5.6.1 (F)
Outline Landscape and Ecological Management Plan - Suffolk	7.5.7.1 (E)
Outline Landscape and Ecological Management Plan – Kent	7.5.7.2 (E)
Outline Construction Noise and Vibration Management Plan– Suffolk	7.5.8.1 (C)
Outline Construction Noise and Vibration Management Plan – Kent	7.5.8.2 (C)
Outline Public Rights of Way Management Plan – Suffolk	7.5.9.1 (C)
Outline Public Rights of Way Management Plan – Kent	7.5.9.2 (C)
Outline Soil Management Plan – Suffolk	7.5.10.1 (B)
Outline Soil Management Plan – Kent	7.5.10.2 (B)
Register of Environmental Actions and Commitments	9.84 (F)
Outline Cable Specification and Installation Plan	9.92 (D)
Outline Marine Mammal Mitigation Plan	7.5.11 (E)
Greenhouse Gas Reduction Strategy	7.5.13
Design Principles – Suffolk	7.12.1 (D)
Design Principles – Kent	7.12.2 (D)
Outline Onshore Overarching Written Scheme of Investigation – Suffolk	7.5.4.1 (C)
Outline Onshore Overarching Written Scheme of Investigation – Kent	7.5.4.2 (E)
Outline Offshore Overarching Written Scheme of Investigation	7.5.5 (C)
Outline Fisheries Liaison and Co-existence Plan	9.85 (A)

Document Title	*Document Reference*
Outline Offshore Invasive Non-Native Species Management Plan	7.5.12 (C)
Design Approach Document – Suffolk	7.11.1 (B)
Design Approach Document – Kent	7.11.2 (B)
Outline Materials and Waste Management Plan – Suffolk	9.115.1 (A)
Outline Materials and Waste Management Plan – Kent	9.115.2 (A)
Outline In-Principle Monitoring Plan	9.140 (B)
Red Throated Diver Protocol	7.8 (D)
Outline Operational Lighting Management Plan	9.147 (A)
Outline Navigation and Installation Plan	9.12 (D)
Arboricultural Impact Assessment	6.10
Areas of Safeguarded Water Depth Plan	9.104 (C)
The Coralline Crag Technical Note	9.113 (A)

SCHEDULE 20

Table of Discharging Authorities

Requirement	*Discharging authority**	*In consultation with*
Requirement 3(1) (Detailed Design)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	In Suffolk, Suffolk County Council In Kent, Kent County Council and Historic England In Thanet, Dover District Council In Dover, Thanet District Council
Requirement 3(2) (Detailed Design)	East Suffolk Council	Suffolk County Council
Requirement 3(3) (Detailed Design)	East Suffolk Council	Suffolk County Council Environment Agency
Requirement 3(4) (Detailed Design)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	In Suffolk, Suffolk County Council In Kent, Kent County Council
Requirement 5	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	In Suffolk, Suffolk County Council In Kent, Kent County Council
Requirement 6: Onshore Construction Environmental Management Plan	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	In Suffolk, Suffolk County Council In Kent, Kent County Council In both Suffolk and Kent, Environment Agency
Requirement 6: Construction Traffic Management and Travel Plan - Suffolk	Suffolk County Council	East Suffolk Council
Requirement 6: Construction Traffic Management and Travel Plan - Kent	Kent County Council	Thanet District Council/Dover District Council
Requirement 6: Air Quality Management Plan - Suffolk	East Suffolk Council	Suffolk County Council
Requirement 6: Air Quality Management Plan - Kent	In Thanet, Thanet District Council In Dover, Dover District Council	Kent County Council
Requirement 6: Landscape and Ecological Management Plan - Suffolk	East Suffolk Council	Suffolk County Council Statutory nature conservation body Environment Agency
Requirement 6: Landscape and Ecological Management Plan - Kent	In Thanet, Thanet District Council In Dover, Dover District Council	Kent County Council Statutory nature conservation body Environment Agency National Trust
Requirement 6: Construction Noise and Vibration	East Suffolk Council	Suffolk County Council Environment Agency

Requirement	*Discharging authority**	*In consultation with*
Management Plan (NVMP) - Suffolk		
Construction Noise and Vibration Management Plan - Kent	In Thanet, Thanet District Council In Dover, Dover District Council	Kent County Council Environment Agency
Requirement 6: Public Rights of Way Management Plan - Suffolk	Suffolk County Council	East Suffolk Council
Requirement 6: Public Rights of Way Management Plan - Kent	Kent County Council	Thanet District Council/ Dover District Council
Requirement 6: Soil Management Plan - Suffolk	East Suffolk Council	Suffolk County Council
Requirement 6: Soil Management Plan - Kent	In Thanet, Thanet District Council In Dover, Dover District Council	Kent County Council
Requirement 6: Materials and Waste Management Plan - Suffolk	East Suffolk Council	Suffolk County Council Environment Agency
Requirement 6: Materials and Waste Management Plan - Kent	In Thanet, Thanet District Council In Dover, Dover District Council	Kent County Council Environment Agency
Requirement 6: Drainage Management Plan - Suffolk	Suffolk County Council	East Suffolk Council Environment Agency
Requirement 6: Drainage Management Plan - Kent	Kent County Council	Thanet District Council Dover District Council Statutory nature conservation body Environment Agency
Requirement 6: Flood Management Plan	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	In Suffolk, Suffolk County Council In Kent, Kent County Council In both Suffolk and Kent, Environment Agency
Requirement 7	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	
Requirement 7(3)	In Suffolk, Suffolk County Council In Kent, Kent County Council	
Requirement 8 (Retention and Protection of existing trees and hedgerows)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	In Suffolk, Suffolk County Council In Kent, Kent County Council
Requirement 9 (Reinstatement Schemes)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	
Requirement 10 (Unsuspected contamination)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	Environment Agency

Requirement	*Discharging authority**	*In consultation with*
Requirement 11 (Removal of temporary bridges and culverts)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	
Requirement 12 (Highway works)	In Suffolk, Suffolk County Council In Kent, Kent County Council	
Requirement 13 (Decommissioning)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	Environment Agency
Requirement 14 (Archaeology)	In Suffolk, Suffolk County Council In Kent, Kent County Council	Historic England
Requirement 16(6) (Trenchless Landfall Techniques)	MMO	
Requirement 16(6) (Trenchless Landfall Techniques)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	Statutory nature conservation body
Requirement 18(1) (River Stour Channel)	MMO	Environment Agency In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council
Requirement 18(2) & (3) (River Stour Channel)	Environment Agency	
Requirement 19 (Emergency Planning)	Suffolk County Council	Sizewell Emergency Planning Consultative Committee and Suffolk Resilience Forum and, as appropriate, the Office for Nuclear Regulation.
Requirement 20 (Reinstatement Planting Plan)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	
Requirement 21 (Mitigation of Intra-Project Cumulative Effects)	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	
Requirement 22 (Access to Pegwell Bay)	Thanet District Council	Environment Agency Statutory nature conservation body
Requirement 23 (Control of operational noise	In Suffolk, East Suffolk Council In Thanet, Thanet District Council In Dover, Dover District Council	
Requirement 24 (Temporary drainage in Suffolk)	Suffolk County Council	Environment Agency

* subject to the provisions of Requirement 1(6) and the establishment of the DESNZ Unit.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent to National Grid Electricity Transmission plc ("National Grid") to undertake works to the national electricity transmission system comprising a High Voltage Direct current (HVDC) link between the proposed substation in the Sizewell area of Suffolk and the existing Richborough to Canterbury 400kV overhead line close to Richborough in Kent. The proposed development is required to reinforce the transmission network in the South East of England and East Anglia, and to carry out all associated works.

The Order also makes provision in connection with the maintenance of the authorised development.

The Order allows National Grid to acquire compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the plans and Book of Reference referred to in this Order and certified in accordance with article 60 of this Order may be inspected free of charge during working hours at the offices of National Grid Electricity Transmission plc, 1-3 Strand, London, WC2N 5EH.