AENC-BCLP-LEG-REP-0021

Norwich to Tilbury

Volume 3: Draft Development Consent Order

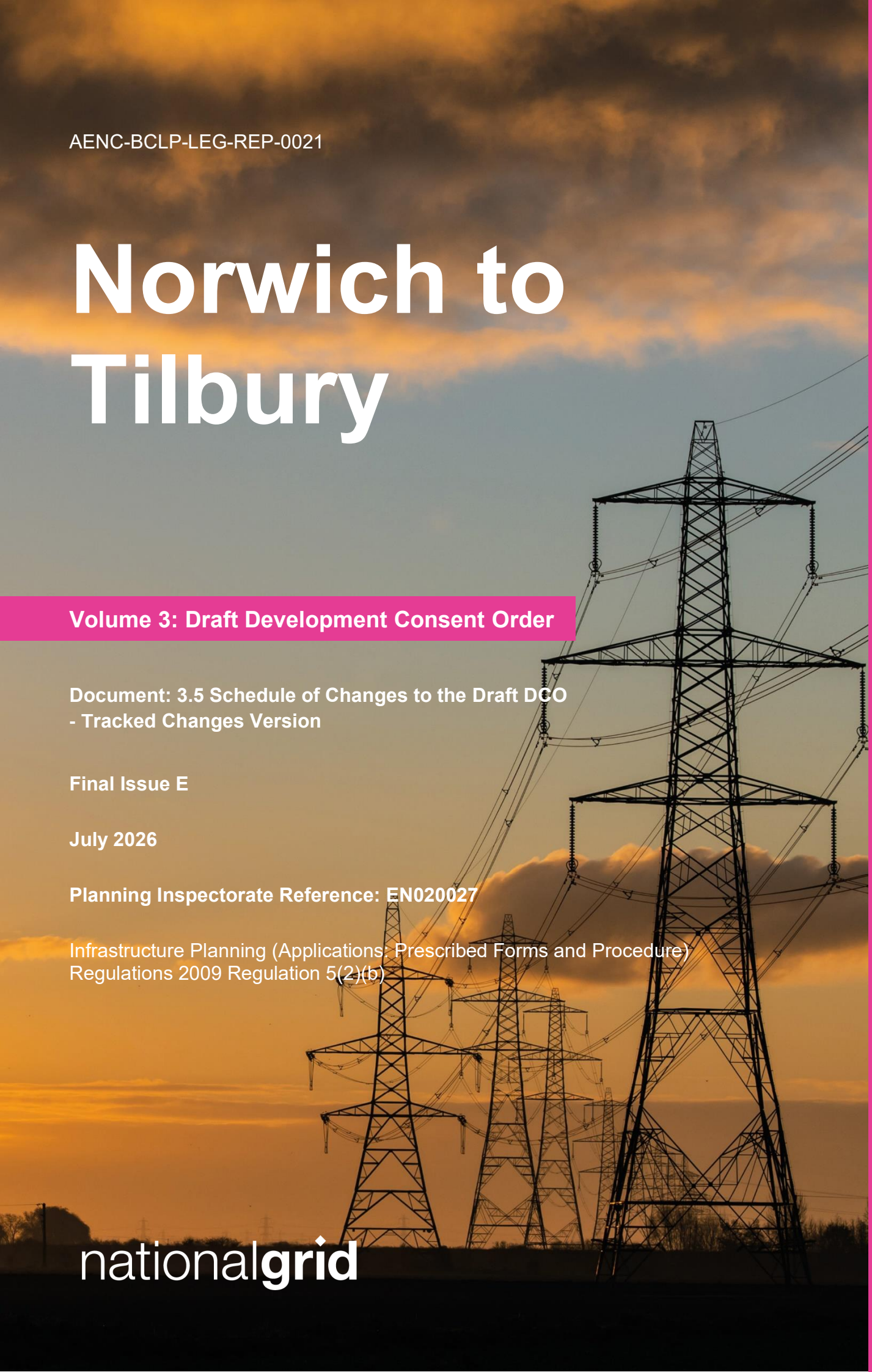
Document: 3.5 Schedule of Changes to the Draft DCO - Tracked Changes Version

Final Issue E

July 2026

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nationalgrid

Revision History

Version	Date	Submitted at
A	12 March 2026	Deadline 2
B	10 April 2026	Deadline 3
C	12 May 2026	Deadline 4
D	10 June 2026	Deadline 5
E	7 July 2026	Deadline 6

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1. Introduction

1.1 Purpose of this document

1.1.1 This document has been prepared by the Applicant to set out the principal changes made to the draft Development Consent Order (DCO) from the version submitted to the Planning Inspectorate on 29 August 2025 as part of the application for development consent (**Document 3.1(A)**) [**APP-056**].

1.1.2 This document is therefore submitted together with:

a) A revised draft DCO showing the changes proposed for Deadline ~~5~~6 (**Document 3.1(~~E~~F)**) (clean); and

b) A tracked version of the draft DCO showing all changes as between Revision ~~D~~E (**Document 3.1(~~D~~E)) [~~REP4-037~~REP5-060]** and the new Revision E (**Document 3.1(~~E~~F)**).

1.1.3 This document is a 'live' document and will be updated (on a consolidated basis) by the Applicant throughout the Examination.

1.2 Overview of changes made at Examination Stage

Deadline 2

1.2.1 Table 2.1 lists the principal changes made by the Applicant within Revision B of the draft DCO (**Document 3.1(B)**) submitted at Deadline 2 of the Examination.

1.2.2 The genesis of a number of these amendments are driven by points raised by the local authorities and key stakeholders in their Relevant Representations and Local Impact Reports. Other key amendments have arisen through engagement with developers of other major infrastructure projects, including North Falls Offshore Windfarm, Five Estuaries Offshore Windfarm and the A122 Lower Thames Crossing.

Deadline 3

1.2.3 Table 2.2 lists the principal changes made by the Applicant within Revision C of the draft DCO (**Document 3.1(C)**) submitted at Deadline 3 of the Examination.

1.2.4 Where reference is made in Table 2.2 to the **Examining Authority's Written Questions (ExQ1) [PD-014]**, the question reference referred to is to the unique reference number which starts with the issue code, followed by a 1 (indicating that it is from ExQ1), followed by either an A (indicating it relates to an article) or an S (indicating that it relates to a schedule) and then a question number. Detailed responses to the Examining Authority's written questions are provided in **8.9.1 Applicant's Responses to First Written Questions** which were submitted at Deadline 3.

Deadline 4

1.2.5 Table 2.3 lists the principal changes made by the Applicant within Revision D of the draft DCO (**Document 3.1(D)**) submitted at Deadline 4 of the Examination.

1.2.6 The changes primarily include changes as a result of the acceptance by the Examining Authority of the two Change Applications (Bulphan and Little Bromley). Other changes include the population of Schedule 12 (Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession) and associated amendments to the corresponding Article 41, and some typographical corrections.

Deadline 5

1.2.7 Table 2.4 lists the principal changes made by the Applicant within Revision E of the draft DCO (**Document 3.1(E)**) submitted at Deadline 5 of the Examination.

1.2.8 The key changes include the removal of bespoke limits of deviation for specific pylons, clarification around the definition of reinstatement planting, changes to requirement consultees and consultee notification procedure, revisions to Requirement 5 (archaeology), the inclusion of a new Requirement 15 (employment and skills plan) and the addition of protective provisions in favour of Cadent Gas Limited. Other changes are limited to typographical corrections, updates to plan revision numbers and amendments to traffic and transport related schedules.

Deadline 6

1.2.9 Table 2.5 lists the principal changes made by the Applicant within Revision F of the draft DCO (**Document 3.1(F)** submitted at Deadline 6 of the Examination.

1.2.10 The key changes include the introduction of drafting to allow for requirements to be discharged by the proposed DESNZ unit, once established, the inclusion of several additional sets of protective provisions, drafting to accommodate the interaction of the project with the Lower Thames Crossing habitat areas and to address comments raised by the ExA during the issue specific hearings in June 2026. Drafting is also included in response to engagement with the Defence Infrastructure Organisation.

2. Schedule of Changes during Examination

Table 2.1 Schedule of Changes to Version A of the draft DCO [APP-056]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	A minor amendment to re-order definitions so that they appear in alphabetical order.	"design and layout plans (elevations)" means those parts of the design and layout plans – subs & cables listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works; "design approach for site specific infrastructure" means the document of that description (document 7.16) certified by the Secretary of State as the design approach for site specific infrastructure for the purposes of the Order under article 60 (certification of documents); "electric line" has the meaning set out in section 64(1) (interpretation etc. of Part 1) of the 1989 Act which includes but is not limited to new pylons, foundations and steelwork, conductors, insulators and fittings, fibre optic earthwire conductors, joint boxes, joint pits, joint bays, cables, cable ducts, link pillars and 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 communications network" has the same meaning as in section 32(1) (meaning of electronic communications networks and services) of the 2003 Act; ~~"design and layout plans (elevations)" means those parts of the design and layout plans – subs & cables listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works;~~ ~~"design approach for site specific infrastructure" means the document of that description (document 7.16) certified by the Secretary of State as the design approach for site specific infrastructure for the purposes of the Order under article 60 (certification of documents);~~	B
2.	Article 2,	A minor amendment in		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	Interpretation	response to feedback from Essex County Council in its Local Impact Report.	"pre-commencement operations" means operations consisting of engineering investigations and surveys, environmental (including archaeological) investigations and monitoring, listed building surveys, surveys and monitoring investigations for the purpose of assessing ground conditions, diversion and laying of services, protection works comprising utilities protection works or fencing and protection slabs, demolition of existing buildings, site clearance, environmental mitigation measures, remediation in respect of any contamination or other adverse ground conditions, set up works associated with the establishment of construction compounds and temporary laydown areas, receipt and erection of construction plant and equipment, temporary accesses, erection of any temporary means of enclosure or temporary demarcation fencing marking out site boundaries and the temporary display of site notices or advertisements;	
3.	Article 2, Interpretation	An amendment in response to feedback from South Norfolk District Council in its Local Impact Report to future-proof the draft DCO against potential re-structuring of ensure that any successors in function are expressly covered.	"relevant highway authority" means, in any given provision of this Order, the local or national highway authority for the area to which the provision relates and any successor in function; "relevant planning authority" means, in any given provision of this Order, the local planning authority for the area to which the provision relates and any successor in function;	B
4.	Article 2, Interpretation	An amendment in response to feedback from UKOP/BPA to ensure that any successors title and assigns and successors in function are expressly covered.	"UKOP" means United Kingdom Oil Pipelines Ltd (registered company number 00746708) and BPA as agent for United Kingdom Oil Pipelines Ltd and includes their respective successors in title and assigns;	B
5.	Article 2, Interpretation	A minor amendment to relocate the definition to where the term "UKOP protective works" is first	"UKOP protective works" means those works specified in Schedule 9A (works for the protection of UKOP apparatus);	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		used (see **Ref. 8**).		
6.	Article 2, Interpretation	An amendment to ensure that UKOP has the benefit of the necessary powers to enable it to carry out the UKOP protective works.	"undertaker"— (a) in relation to the authorised development, means National Grid; ~~and~~ (b) in relation to the UKPN Works and subject to paragraph (5) of article 6 (benefit of Order), includes UKPN; and (c) in relation to the UKOP protective works, means UKOP.	B
7.	Article 12, Application of the Permit Schemes	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.	(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 development, the relevant ~~street~~highway 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 ~~local~~relevant highway authority to grant a permit for immediate works.	B
8.	Article 21, Protective works	A minor amendment to relocate the definition to where the term is first used (see **Ref. 5**).	~~(13) In this article "UKOP protective works" mean the works specified in Schedule 9A (works for the protection of UKOP apparatus).~~	B
9.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North.		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO

Work No. 19 —reconfiguration of the existing overhead transmission electric line (Route YYJ)

Works shown as commencing on Section H [Sheets 4, 5 and 7] and terminating on Section H [Sheets 4 and 5] of the works plans to modify and reconfigure the overhead transmission electric line (Route YYJ) between a [point indicated as YYJ116 and a point indicated as YYJ129], including—

(a) the dismantling and removal of existing pylons ~~YYJ122~~YYJ123 to ~~YYJ126~~YYJ125 (inclusive) including foundations;

(b) the dismantling and removal of existing overhead transmission electric line between a point indicated as [YYJ116 on Section H Sheet 7] of the Work Plans and a point indicated as [YYJ129 on Section H Sheet 5] of the Work Plans;

(c) the foundations and steelwork to construct new pylons;

~~(d) the installation of overhead transmission electric line and new pylons between a point indicated as YYJ116 on Section H Sheet 7 of the Work Plans and Tilbury North Substation (Work No. 18) on Section H Sheet 5 of the works plans;~~

~~(e) the installation of overhead transmission electric line and new pylons between Tilbury North Substation (Work No. 18) and a point indicated as YYJ129 on Section H Sheet 5 of the Work Plans;~~

~~(f) in respect of works (d) and (e) above—~~

~~(i) foundations and steelwork to construct and install two gantries for the connection of overhead electric line into Tilbury North Substation;~~

~~(ii) foundations and steelwork to construct and install two gantries for the connection of overhead electric line out of Tilbury North Substation;~~

~~(iii) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within Tilbury North Substation;~~

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			(d) ~~(g)~~ the installation of overhead transmission electric line and new pylons between a point indicated as [YYJ116 on Section H Sheet 7] of the Work Plans and Tilbury North (Warley side) Cable Sealing End Compound (Work No.~~22b~~22) on Section H Sheet 5 of the works plans; (e) ~~(h)~~ the installation of overhead transmission electric line and new pylons between Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.~~24b~~24) and a point indicated as [YYJ129 on Section H Sheet 5] of the Work Plans; ~~(i) in respect of works (g) and (h) above~~ (f) ~~(i)~~ foundations and steelwork to construct and install two gantries for the connection of overhead electric line into Tilbury North (Warley side) Cable Sealing End Compound (Work No.22); (g) ~~(ii)~~ foundations and steelwork to construct and install two gantries for the connection of overhead electric line out of Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24); (h) ~~(iii)~~ the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Warley side) Cable Sealing End Compound;~~ and~~ (i) ~~(iv)~~ the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Tilbury side) Cable Sealing End Compound; (j) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and (k) the temporary diversion of the existing overhead transmission electric line via existing pylons or new temporary or permanent pylons in order to facilitate Work No. 19 as described above.	
10.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North. Work No. 20 is not used to avoid substantial consequential effects on		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Works Plans and other application documents that refer to Works by their number.	~~*In the district of Thurrock Council*~~ **Work No. 20 —** ~~**modifications to the existing overhead transmission electric line (Route ZB)**~~**not used** ~~Works shown as commencing on Section H Sheet 6 and terminating on Section H Sheet 6 of the works plans to modify and reconfigure the existing overhead transmission electric line (Route ZB) between a point indicated as ZB16 and a point indicated as ZB18 , including—~~ ~~(a) the temporary diversion of the existing overhead transmission electric line between existing pylon ZB16 and existing pylon ZB18 (via temporary pylon ZB17T) to facilitate the dismantling and removal of existing pylon ZB17 and the installation of new pylon ZB17R;~~ ~~(b) the dismantling and removal of existing pylon ZB17 including foundations; and~~ ~~(c) the installation of new pylon ZB17R including foundations, steelwork and associated conductors, downdroppers and downleads, insulators and fittings.~~	
11.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North. Work No. 21 is not used to avoid substantial consequential effects on Works Plans and other application documents that refer to Works by their number.	~~*In the district of Thurrock Council*~~ **Work No. 21 —** ~~**reconfiguration of the existing overhead transmission electric line (Route ZB)**~~**not used** ~~Works shown as commencing on Section H Sheet 7 and terminating on Section H Sheet 5 of the works plans to modify and reconfigure the overhead transmission electric line (Route ZB) between a point indicated as ZB22 and a point indicated as ZB9, including—~~ ~~(a) the dismantling of existing pylons ZB15 to ZB13 (inclusive) including foundations;~~ ~~(b) the dismantling and removal of existing overhead transmission electric line between a point indicated as ZB22 on Section H Sheet 22 of the Work Plans and a point indicated as ZB9 on Section H Sheet 5 of the Work Plans;~~ ~~(c) the foundations and steelwork to construct new pylons;~~ ~~(d) the installation of new pylons, conductors, insulators and fittings between a point indicated as ZB22 on Section H Sheet 7 of the works plans and the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) on Section H Sheet 5 of the works plans;~~	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			~~(e) the installation of new pylons, conductors, insulators and fittings between the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24a) and a point indicated as ZB9 on Section H Sheet 5 of the works plans;~~ ~~(f) foundations and steelwork to construct and install four gantries;~~ ~~(g) the installation of new pylons, conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Warley side) Cable Sealing End Compound;~~ ~~(h) the installation of new pylons, conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Tilbury side) Cable Sealing End Compound;~~ ~~(i) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and~~ ~~(j) the temporary diversion of the existing overhead transmission electric line via existing pylons or new temporary or permanent pylons in order to facilitate Work No. 21 as described above.~~	
12.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North.		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO

Work No. 22 – Tilbury North (Warley side) Cable Sealing End Compound (Route ~~ZB or Route~~ YYJ)

Works as shown on Section H Sheet 5 of the works plans to construct a new cable sealing end compound at Tilbury North (Warley side) in connection with ~~either Route ZB or~~ Route YYJ, including—

~~(a) in respect of Route ZB—~~

(i) Tilbury North (Warley side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;

~~(ii) Tilbury North (Warley side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes;~~

~~(iii) landscaping, including mitigation planting, at the Tilbury North (Warley side) Cable Sealing End Compound; and~~

~~(iv) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Warley side) Cable Sealing End Compound.~~

~~The Tilbury North (Warley side) Cable Sealing End provided in respect Route ZB will be located in proximity to the point indicated as ZB15RA on Section H Sheet 5 of the works plans.~~

~~(b) in respect of Route YYJ—~~

~~(i) Tilbury North (Warley side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;~~

(ii) Tilbury North (Warley side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and;

(iii) landscaping, including mitigation planting, at the Tilbury North (Warley side) Cable Sealing End Compound; and

(iv) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			operator connection or solar panels and battery storage for Tilbury North (Warley side) Cable Sealing End Compound. ~~The Tilbury North (Warley side) Cable Sealing End provided in respect YYJ will be located in proximity to the point indicated as the existing YYJ124 on Section H Sheet 5 of the works plans.~~	
13.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North. The term "cable ducts" has been replaced by "cable protection structures" to account for necessary flexibility in design at this stage.	**Work No. 23 — underground transmission electric line from the Tilbury North (Warley side) Cable Sealing End Compound to ~~either—~~** **~~(a)~~ the Tilbury North (Tilbury side) Cable Sealing End Compound (as part of Route ~~ZB); or~~YYJ) via Tilbury North Substation (Work No. 18)** ~~(b) the Tilbury North (Tilbury side) Cable Sealing End Compound (as part of Route YYJ).~~ Works shown as commencing on Section H Sheet 5 and terminating on Section H Sheet 5 of the works plans to construct and install a new underground transmission electric line (Route ~~ZB or Route~~ YYJ) ~~in the section of the works between either—~~ ~~(i)~~ between the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) and the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24) ~~the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) and the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24a) as part of Route ZB, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; or~~ ~~(ii) the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) and the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24b)~~ via Tilbury North Substation (Work No. 18) ~~as part of Route YYJ~~, including cable ~~ducts~~protection structures, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems.	B
14.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North.		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO

Work No. 24 – Tilbury North (Tilbury side) Cable Sealing End Compound (Route ~~ZB or Route~~ YYJ)

Works as shown on Section H Sheet 5 of the works plans to construct a new cable sealing end compound at Tilbury North (Tilbury side) in connection with ~~either Route ZB or~~ Route YYJ, including—

~~(a) in respect of Route ZB—~~

(a) ~~(i)~~ Tilbury North (Tilbury side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;

~~(ii) Tilbury North (Tilbury side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage;~~

~~(iii) landscaping, including mitigation planting, at the Tilbury North (Tilbury side) Cable Sealing End Compound; and~~

~~(iv) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Tilbury side) Cable Sealing End Compound.~~

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			~~The Tilbury North (Tilbury side) Cable Sealing End provided in respect Route ZB will be located in proximity to the point indicated as ZB13RA on Section H Sheet 5 of the works plans~~ ~~(a) in respect of Route YYJ —~~ ~~(i) Tilbury North (Tilbury side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;~~ (b) ~~(ii)~~ Tilbury North (Tilbury side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage; and (c) ~~(iii)~~ landscaping, including mitigation planting, at the Tilbury North (Tilbury side) Cable Sealing End Compound; and (d) ~~(iv)~~ permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Tilbury side) Cable Sealing End Compound. ~~The Tilbury North (Tilbury side) Cable Sealing End provided in respect YYJ will be located in proximity to the point indicated as existing YYJ124 on Section H Sheet 5 of the works plans.~~	
15.	Schedule 1, Authorised Development	A correction of a typographical error to ensure correct reference to Braintree District Council.	*In the district of Braintree ~~Borough~~District Council* **Work No. 32 — replacement of existing overhead distribution electric line (Route PUB)**	B
16.	Schedule 3, Requirements (Paragraph 1)	A correction of a minor typographical error in the definition of “start up and close down activities”.		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			"~~start up~~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.	
17.	Schedule 3, Requirements (Paragraph 1(4))	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.	(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 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 identified in the Environmental Statement.	B
18.	Schedule 3, Requirements , (Paragraph 4(3))	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.	(3) ~~For the avoidance of doubt, all~~All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority or other discharging authority as may be appropriate to the relevant plan concerned.	B
19.	Schedule 3, Requirements , (Paragraph 5(1) and (3))	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			5. Archaeology (1) No stage of the authorised development may commence until either a preservation in situ management plan, or ~~a~~ detailed written ~~scheme~~schemes of investigation of areas of archaeological interest relevant to that stage (if any), as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant ~~planning~~discharging authority ~~and, if relevant,~~in consultation with Historic England. (2) Any detailed archaeological works must be carried out in accordance with the approved detailed written scheme of investigation for that stage. (3) ~~The~~Each detailed written scheme of investigation must be substantially in accordance with the outline archaeological mitigation strategy and 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 and 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.	
20.	Schedule 3, Requirements (Paragraph 5(4))	An amendment that has been made in response to feedback from local authorities and Historic England.	(4) ~~For the avoidance of doubt, all~~All pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, unless otherwise agreed with the relevant ~~planning~~discharging authority ~~and, if relevant,~~in consultation with Historic England.	B
21.	Schedule 3, Requirements (Paragraph	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	14)	Tilbury North.	~~**14.** Control of development under Works Nos. 19 and 21 to 24~~ ~~(1) In respect of the individual Works Nos. listed by row in column (1) of the table below, the undertaker may construct either the works detailed in column (2) or the works listed in column (3) of that table.~~ ~~(2) For the avoidance of doubt, if any of the works in column (2) are carried out, then none of the works in column (3) may also be carried out and vice versa.~~ ~~*(1)*~~ / ~~*Work No(s). as detailed in Schedule 1*~~ / ~~*(2)*~~ / ~~*Detailed Work No. that may be provided (1)*~~ / ~~*(3)*~~ / ~~*Detailed Work No. that may be provided (2)*~~ ~~Work No. 19~~ / ~~Work No. 19 paragraphs (d). and (e)~~ / ~~Work No. 19 paragraphs (g). and (h)~~ ~~Work Nos. 19 and 21~~ / ~~Work No. 21 paragraphs (g). and (h)~~ / ~~Work No. 19 paragraphs (g). and (h)~~ ~~Work No. 22~~ / ~~Work No. 22a~~ / ~~Work No. 22b~~ ~~Work No.23~~ / ~~Work No. 23a~~ / ~~Work No. 23b~~ ~~Work No.24~~ / ~~Work No. 24a~~ / ~~Work No. 24b~~	
22.	Schedule 3, Requirements (Paragraph 14)	An amendment to include a new noise requirement agreed between the Applicant and the undertakers for the Five	<u>New Requirement:</u>	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Estuaries and North Falls Wind Farm Projects.	**14.** Control of noise during operational stage (1) The noise rating level for the standard operation of Work No. 8 (East Anglia Connection Node Substation) must not exceed; (a) 34 dB LAr,Tr at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Bounds Farm (Grid reference 607189, 229356). (b) 33 dB LAr,Tr at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Property South of Hungerdowns (Grid reference 607236,229625); (ii) Mayfields Farm (Grid reference 607135, 229511); and (iii) Badley Hall (Grid reference 607173, 228964). (c) 31 dB LAr,Tr at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Waterhouse Farm (Grid reference 607256, 228374); and (ii) 69 Hungerdown Lane (Grid reference 607379, 229920). (2) Prior to commencement of operation of Work No. 8 (East Anglia Connection Node Substation), a noise investigation protocol must be submitted to and approved by the relevant planning authority. (3) The determination of LAr,Tr must be in accordance with BS 4142:2014+A1:2019. The reference method set out in Annex D to BS 4142:2014+A1:2019 (or any successor thereto) must be used to determine and demonstrate the applicable tonal penalty, where the maximum +6 dB rating penalty has not been applied. The noise investigation protocol must identify— (a) the required meteorological and other conditions under which the measurements will be taken, acknowledging that data obtained during emergency operation or testing of certain plant and equipment is not to be taken into account, and (b) suitable monitoring locations (and alternative locations if appropriate). (4) For the purposes of this requirement, "standard operation" means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.	
23.	Schedule 4, discharge of	An amendment that has been made in response to		B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	Requirements (Paragraph 3(1)(b))	feedback from local authorities.	*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), 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~~298 per request unless a bespoke arrangement has been agreed between the applicant and discharging authority and legally secured.	
24.	Schedule 4, discharge of Requirements (Paragraph 4(2)(a))	Correction of a minor typographical error.	*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; (b) the relevant authority does not give notice of its decision to the undertaker within the period specified in paragraph 1(1); (c) having received a request for further information under paragraph 1(3) 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 (d) 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 within six weeks of the date of the notice of the decision or determination, or (where no determination has been made, expiry of the decision period under paragraph 1(1),~~]~~ 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

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
25.	Schedule 11, Land of which temporary possession may be taken	Updates to reflect changes to land parcels or classes of rights that emanated from ongoing land referencing and newly received information. Minor typographical corrections to Work Numbers to reflect the Applicant's commitment to Scenario B at Tilbury North.	Amendments to Section A: A-1/~~5, A-1/~~9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/57 — Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure — Work No. 1, Work No. 2, Work No. 37 Amendments to Section B: B-2/136, B-2/137, ~~B-2/138~~ B-3/2, B-3/3, B-3/3a, B-3/4, B-3/16, B-3/17, B-3/20, B-3/22, B-3/26, B-3/27, B-3/29, B-3/30, B-3/43, B-3/44, B-3/48, B-3/50, B-3/51, B-3/59, B-3/63, B-3/69, B-3/72, B-3/82, B-3/89, B-3/93, B-3/94, B-3/102 — Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure — Work No. 2, Work No. 25, Work No. 37 B-20/214, B-20/217, B-20/219, B20-219a, B-20/222, B-20/225, B-20/227, B-20/228, B-20/229, B-20/232, B-20/234, B-20/235, B-20/236, B-20/237, B-20/238, B-20/239, B-20/244, B-20/245, B-20/246, B-20/247, B-20/249, B-20/250, B-20/252, B-20/265, B-20/266	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO

Amendments to Section C:

C-1/3, C-1/5, C-1/12, C-1/13, C-1/14, C-1/~~15, C-1/18, C-1/19, C-1/~~20~~, C-1/21~~	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 30 Work No. 40
C-2/2, C-2/5, C-2/7, C-2/13, C-2/14, C-2/15, C-2/16, C-2/23, C-2/24, C-2/~~25, C-2/~~26, C-2/27, C-2/28, C-2/29, C-2/40, C-2/48, C-2/53, C-2/59, C-2/61, C-2/62, C-2/64, C-2/65, C-2/66, C-2/67, C-2/68, C-2/70, C-2/71, C-2/74, C-2/75, C-2/77, C-2/78, C-2/~~80, C-2/~~81, C-2/~~83, C-2/~~84, C-2/85, C-2/86, C-2/87, C-2/89, C-2/92, C-2/93, C-2/94, C-2/96, C-2/97, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/108, C-2/109, C-2/110, C-2/111, C-2/112, C-2/113, C-2/115, C-2/116, C-2/117, C-2/119, C-2/122, C-2/123, C-2/125, C-2/126, C-2/132, C-2/134, C-2/136, C-2/138, C-2/139, C-2/140	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 29 Work No. 30 Work No. 40
C-3/1, C-3/3, C-3/5, C-3/7, C-3/~~8, C-3/9, C-3/~~10, C-3/11, C-3/17, C-3/~~20, C-3/~~21, C-3/26, C-3/27, C-3/35, C-3/36, C-3/37, C-3/38, C-3/39, C-3/~~40, C-3/41,~~	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 30 Work No. 40

Ref.	dDCO Ref.	Rationale for the Change	Change Made		Version of dDCO
			~~C-3~~/42, ~~C-3/43, C-3/44~~, C-3/45, C-3/49, C-3/51, C-3/55, C-3/57, C-3/58, C-3/59, C-3~~/63, C-3~~/65, C-3/70, C-3/80, C-3/81, C-3/82, C-3/84, C-3/87, C-3/88, C-3/90, C-3/92, C-3/95, C-3/96, C-3/97, C-3/101, C-3/102, C-3/103, C-3/104, C-3/105, C-3/106, C-3/118, C-3/122, C-3/123		
			C-4/6, C-4/8, C-4/10, C-4/13, C-4/30, C-4/41, C-4/45, C-4/49, C-4/52, C-4/57, C-4/61	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5
			C-5/2, C-5/14, C-5/15, C-5/16, C-5/19, C-5/20, C-5/22, C-5/23, C-5/29, C-5/31, C-5/~~31a, C-5~~/32, C-5/34	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5
			C-6/7, C-6/9, C-6/11, C-6/13, C-6/14, C-6/15, C-6/16, C-6/17, C-6/18, C-6/19, C-6/23, C-6/25, C-6/41, C-6/45, C-6/46, C-6/47, C-6/49, C-6/50	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 6 Work No. 7 Work No. 37
			C-7/1, C-7/2, C-7/4, C-7/5, C-7/7, C-7/8, C-7/14, C-7/~~15, C-7/16, C-7/~~19, C-7/20, C-7/22, C-7/26, C-7/27, C-7/28, C-7/29, C-7/31, C-7/32, C-7/36, C-7/38, C-7/39, C-7/40, C-7/41, C-7/42, C-7/43, C-7/44, C-7/45, C-7/48, C-7/51, C-7/52, C-7/~~53, C-7/~~67, C-7/68, C-7/70	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38
			C-8/3, C-8/4, C-8/9, C-8/~~10, C-8/~~11, ~~C-8/12~~, C-8/13, C-8/14, C-8/15, C-8/~~16, C-8/~~17, C-8/18, C-8/19, C-8/20, C-8/21, C-8/22, C-8/23, C-8/26, C-8/30, C-8/31, C-8/32, C-8/33, C-8/~~34a, C-8/~~38, C-8/39, C-8/46	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38 Work No. 39

Ref.	dDCO Ref.	Rationale for the Change	Change Made			Version of dDCO
			C-9/2, C-9/7, C-9/18, C-9/~~19, C-9/~~21, C-9/28, C-9/29, C-9/30, C-9/~~31, C-9/34, C-9/35, C-9/~~36, C-9/37, C-9/~~39, C-9/41, C-9/~~43, C-9/44, C-9/~~45, C-9/46, C-9/48, C-9/49, C-9/~~52, C-9/53, C-9/55, C-9/56, C-9/57, C-9/58, C-9/60, C-9/61, C-9/~~62, C-9/~~64, C-9/66, C-9/70, C-9/77, C-9/78, C-9/79, C-9/80, C-9/81, C-9/82, C-9/83, C-9/84, C-9/~~86, C-9/~~89, C-9/93, C-9/97, C-9/102, C-9/103	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7	
			C-10/2, C-10/3, C-10/5, C-10/7, C-10/9, C-10/10, C-10/11, C-10/12, C-10/13, C-10/17, C-10/22, C-10/26, C-10/27, C-10/28, C-10/31, C-10/32, C-10/33, C-10/~~34, C-10/~~35,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7	

Ref.	dDCO Ref.	Rationale for the Change	Change Made		Version of dDCO
			C-10/36, C-10/40, C-10/41, C-10/46		
			C-11/1, C-11/2, C-11/3, C-11/4, C-11/5, C-11/6, C-11/7, C-11/8, C-11/~~9, C-11~~/10, C-11/11, C-11/~~12, C-11~~/13, C-11/14, C-11/~~15, C-11~~/16, ~~C-11/17~~, C-11/18, C-11/~~19, C-11/21, C-11/22, C-11/23, C-11~~/24, C-11/29, C-11/30, C-11/31, C-11/32, C-11/33, C-11/34, C-11/37, C-11/38, C-11/39, C-11/40, C-11/45, C-11/49, C-11/69, C-11/70, C-11/72, C-11/72a, C-11/73, C-11/74, C-11/75, C-11/79, C-11/84, C-11/87, C-11/88, C-11/94, C-11/95, C-11/99, C-11/100, ~~C-11/101~~	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38
			C-12/2, C-12/5, C-12/7, C-12/9, C-12/17, C-12/18, C-12/19, C-12/21, C-12/22, C-12/23, C-12/30, C-12/34, C-12/42, C-12/44, C-12/45, C-12/~~48, C-12~~/50, ~~C-12/52, C-12/54, C-12/55~~, C-12/56, C-12/58, C-12/59, C-12/60, C-12/61, C-12/62, C-12/63, C-12/~~64, C-12~~/65, ~~C-12/66, C-12/67~~, C-12/80, C-12/81, C-12/85, C-12/86, C-12/87	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9 Work No. 39 Work No. 37
			C-13/9, C-13/10, C-13/13, C-13/14, C-13/15, C-13/16, C-13/17, C-13/18, C-13/22, C-13/31, C-13/44, C-13/~~49, C-13~~/53, C-13/60, C-13/61, C-13/69, C-13/73, C-13/80, C-13/93, C-13/~~111, C-13/112, C-13~~/113, C-13/114, C-13/~~116, C-13~~/118, C-13/123, C-13/142, C-13/201	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9

Ref.	dDCO Ref.	Rationale for the Change	Change Made			Version of dDCO
			C-14/5, C-14/6, C-14/~~17,~~ ~~C-14/~~18, C-14/25, C-14/90, C-14/97, C-14/102, C-14/119, C-14/128	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 8 Work No. 9 Work No. 37 Work No. 38 Work No. 39	
			C-15/2b, C-15/3b, C-15/3e, C-15/8, C-15/24, C-15/25, C-15/26, C-15/27, C-15/28, C-15/29, C-15/30, C-15/31, C-15/~~32, C-15/33, C-15/34, C-15/35, C-15/~~36	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 39	
			C-16/1a, C-16/1b, C-16/1c, C-16/1e, C-16/1f, C-16/1g,	Temporary use for construction, mitigation, maintenance, access	Work No. 39	

Ref.	dDCO Ref.	Rationale for the Change	Change Made		Version of dDCO
			C-17/36, C-17/44, C-17/50, C-17/51, C-17/54, C-17/~~55, C-17~~/56, C-17/65, C-17/75, C-17/78, C-17/95, C-17/97, C-17/~~98, C-17~~/99, C-17/100, C-17/101, C-17/105, C-17/107, C-17/108, C-17/~~109, C-17/111, C-17~~/112, C-17/113, C-17/114, C-17/115, C-17/~~116, C-17~~/117, C-17/117a, C-17/118, C-17/119, C-17/120, C-17/121, C-17/122, C-17/123, C-17/124, C-17/127, C-17/127a, C-17/128, C-17/129, C-17/130, C-17/131, C-17/132, C-17/134, C-17/136, C-17/137, C-17/140, C-17/141, C-17/142, C-17/143, C-17/144, C-17/145, C-17/146, C-17/~~147, C-17~~/148, C-17/149, ~~C-17/150, C-17/151, C-17/152, C-17/153, C-17/154, C-17/155, C-17/156, C-17/157, C-17/158~~	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9 Work No. 39	
			C-18/32, C-18/38, C-18/~~42, C-18~~/44, C-18/61, C-18/~~66, C-18~~/68, C-18/78, C-18/82, C-18/~~83, C-18~~/84, ~~C-18/85~~, C-18/89, C-18/~~90, C-18~~/91, C-18/91a, C-18/97, C-18/99, C-18/104, C-18/~~105, C-18~~/107, C-18/109, C-18/114, C-18/124	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO

Amendments to Section D:

D-6/1, D-6/4, D-6/6, D-6/7, D-6/8, D-6/9, D-6/10, D-6/11, D-6/12, D-6/14, D-6/16, D-6/19, D-6/20, D-6/22, D-6/26, D-6/27, D-6/29, D-6/31, D-6/35, D-6/44, D-6/53, D-6/57, D-6/59, D-6/61, D-6/63, D-6/64, D-6/65, D-6/666	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
D-7/5, D-7/21, D-7/25, D-7/30, D-7/32, D-7/41, D-7/46, D-7/53, D-7/56, D-7/57, D-7/65, D-7/66, D-7/71, D-7/73, D-7/74, D-7/100, D-7/102, D-7/104, D-7/105, D-7/113, D-7/116, D-7/117, D-7/120, D-7/122	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13

Amendments to Section G:

G-2/47, G 2/55, G-2/56, G 2/58, G-2/71, G 2/72, G-2/73, G 2/74, G-2/77, G 2/80, G-2/81, G 2/90, G-2/92, G 2/93, G-2/94, G 2/95, G-2/98, G 2/99, G-2/100, G2/103, G-2/104, G 2/105, G-2/108, G 2/112, G-2/115, G 2/118, G-2/131, G 2/132, G-2/136, G 2/139, G-2/140, G 2/143	mitigation, maintenance, access and/or dismantling of redundant infrastructure	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO

G-5/2, G-5/4, G-5/5, G-5/6, G-5/7, G-5/8, G-5/14, G-5/21, G 5/22, G-5/23, G 5/25, G-5/26, G 5/27, G-5/29, G 5/32, G-5/37, G 5/38, G 5/38a, G-5/48, G 5/50, G-5/58, G 5/60, G-5/64, G 5/65, G-5/70, G 5/75, G-5/77, G 5/78, G-5/80, G 5/82, G-5/83, G 5/85, G-5/88, G-5/90	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

Amendments to Section H:

H-4/8, H-4/11, H-4/26a, H-4/32, H-4/33, H-4/40, H-4/41, H-4/45, H-4/53, H-4/56, H-4/90, H-4/98, H-4/99, H-4/100, H-4/102, H-4/103, H-4/104, H-4/105, H-4/106, H-4/107, H-4/108, H-4/112, H-4/126, H-4/128, H-4/133, H-4/136, H-4/137, H-4/139, H-4/140	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 18 Work No. 19 Work No. 21 Work No. 23 Work No. 24b24 Work No. 36 Work No. 37 Work No. 40

Ref.	dDCO Ref.	Rationale for the Change	Change Made		Version of dDCO
			H-5/99, H-5/103, H-5/105, H-5/106, H-5/108, H-5/109, H-5/116, H-5/117, H-5/123, H-5/124, H-5/125, H-5/126	Work No. 22 Work No. 23 Work No. 24a24 Work No. 24b24 Work No. 36 Work No. 37	
			H-6/21, H-6/30, H-6/47, H-6/52, H-6/55, H-6/56, H-6/58, H-6/59, H-6/60, H-6/61, H-6/63, H-6/66, H-6/69, H-6/73, H-6/77, H-6/78, H-6/80, H-6/81, H-6/82, H-6/83, H-6/89, H-6/91, H-6/97, H-6/98, H-6/100, H-6/102, H-6/103	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 19 Work No. 20 Work No. 21 Work No. 22 Work No. 23 Work No. 24b24 Work No. 37
			H-7/1, H-7/3, H-7/6, H-7/7, H-7/10, H-7/13, H-7/14, H-7/15, H-7/16, H-7/17, H-7/18, H-7/22, H-7/28, H-7/62, H-7/69, H-7/76, H-7/78, H-7/79, H-7/80, H-7/81, H-7/83, H-7/84, H-7/93, H-7/95, H-7/97, H-7/98, H-7/99, H-7/100, H-7/102, H-7/104, H-7/105, H-7/128, H-7/131, H-7/138, H-7/139, H-7/140, H-7/141, H-7/142, H-7/143, H-7/144, H-7/145, H-7/145b, H-7/146b, H-7/146c, H-7/147, H-7/148, H-7/150, H-7/151, H-7/153, H-7/154, H-7/155, H-7/156	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 19 Work No. 21
26.	Schedule 16, Protective Provisions,	Correction of a minor typographical error.			B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	Part 4		**Inspection of the highway works** **16.**—(1) Subject at all times to 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 11 [(formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 11 (formal approval) of this Part of this Schedule.	

Table 2.2 Schedule of Changes to Version B of the draft DCO [REP2-004]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	Correction of a typographical error to ensure consistency with the defined term.	"environmental statement" means the environmental statement (document 6.1 to 6.21 (inclusive)) 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~~requirements; This correction has been made throughout the 3.1 Draft Development Consent Order (Revision C). To ensure this schedule is kept as legible as possible, no further instances of this change are listed in this Table 2.2.	C
2.	Article 2, Interpretation	In response to feedback from Norfolk County Council, a new definition of "relevant county planning authority" is added to: (a) clarify the new definition of "relevant planning authority"; and (b) ensure it is clear which planning authority is the relevant decision making authority in each instance. The new definition of "relevant planning authority" excludes article 56 (safeguarding) which includes its own specific definition of "relevant	"relevant county planning authority" means, in any given provision of this Order, the county planning authority (which has the meaning given in Part I (Planning Authorities) of the 1990 Act) for the area to which the provision relates or any successor exercising its functions as local planning authority for the purposes of that Part; "relevant highway authority" means, in any given provision of this Order, the local or national highway authority for the area to which the provision relates and any successor in function; "relevant planning authority" means, in any given provision of this Order~~, the local planning authority for the area to which the provision relates and any successor in function;~~ (except article 56 (safeguarding)— (a) for an area to which the provision relates in respect of which there is both a district planning authority and a county planning authority for the purposes of Part I (Planning Authorities) of the 1990 Act, the district planning authority; and (b) for an area to which the provision relates in respect of which there is only one local planning authority for the purposes of that Part, that one local planning authority, or any successor exercising its functions as local planning authority for the purposes of that Part;	C

		planning authority" for the purposes of that article.		
3.	Article 2, Interpretation	Update following the acceptance of Change Application 1 – Bulphan to reflect an adjustment to the approach to the UKOP protective works to remove Schedule 9A and list the UKOP protective works as part of the authorised development as a new Work No. 17A.	"UKOP protective works" means those works specified in ~~Schedule 9A (works for the protection of UKOP apparatus)~~Work No. 17A;	C
4.	Article 3, Development consent etc. granted by the Order	The proposed change is to give UKOP the benefit of the consent to carry out and maintain the UKOP protective works. The benefit transferred to UKOP would remain subject to the equivalent limitations and conditions as already attach to UKPN in its capacity as a secondary undertaker for a limited part of the authorised development. The necessity for those limitations and conditions is outlined below. Paragraph (5) is adjusted to exclude the UKOP protective works from		C

		National Grid's powers of operation and use as part of the high-voltage electricity transmission system.	**Development consent etc. granted by the Order** **3.** —(1) Subject to the provisions of this Order (including the ~~Requirements~~requirements) National Grid is granted development consent for the authorised development set out in Schedule 1 (authorised development). (2) National Grid may— (a) install and keep installed the authorised development; (b) remove or replace any electric line including pylons or poles that may require removal as part of the authorised development. (3) UKPN may— (a) Subject to paragraphs (3), (4) and (5) of article 6 (benefit of Order) carry out the UKPN Works; and (b) remove or replace any electric line including pylons or poles that may require removal in relation to the UKPN Works. (4) UKOP may, subject to paragraphs (3), (4) and (5) of article 6 (benefit of Order) carry out and maintain the UKOP protective works. (5) ~~(3)~~ National Grid may operate and use the authorised development (excluding the UKPN Works and the UKOP protective works) as part of the high-voltage electricity transmission system in England and Wales. (6) ~~(4)~~ UKPN may operate and use the electric line and any other elements of the UKPN Works as part of the electricity distribution network. (7) ~~(5)~~ For the purposes of the authorised development, development consent granted by this Order is to include and permit the alteration, removal, clearance, refurbishment, reconstruction and demolition of any buildings or other structures within the Order limits to the extent that they relate to, are required by or are incidental to the carrying out of the authorised development. (8) ~~(6)~~ The authorised development must be constructed and installed in the lines and situations shown on the works plans, subject to article 5 (limits of deviation) and to the ~~Requirements~~requirements. (9) ~~(7)~~ Schedule 3 (requirements) has effect.	
5.	Article 4, Maintenance of authorised development	The proposed revision gives UKOP authority to maintain the UKOP protective works. This is essential since UKOP is not a statutory undertaker		C

		and, therefore, cannot rely on its own statutory maintenance powers.	**Maintenance of authorised development** **4.** —(1) National Grid may at any time maintain the authorised development (excluding the UKPN Works or the UKOP protective works), except to the extent that this Order, or an agreement made under this Order, provides otherwise. (2) UKPN may at any time maintain the UKPN Works, except to the extent that this Order, or an agreement made under this Order, provides otherwise. (3) UKOP may at any time maintain the UKOP protective works, except to the extent that this Order, or an agreement made under this Order, provides otherwise.	
6.	Article 5, Limits of deviation	Cross-reference correction following above amendments to Article 3 and resulting change to numbering.	(2) Without prejudice to article 3(~~8~~9) the removal, clearance, decommissioning and demolition of any existing electric line may take place within the Order limits;	C
7.	Article 6, Benefit of Order	The proposed changes give UKOP the benefit of the powers in the draft DCO in connection with the UKOP protective works.	**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—	C

			(a) National Grid in respect of the authorised development; (b) Subject to paragraph (5), UKPN in respect of the UKPN Works; and (c) ~~National Grid and/or~~ UKOP in respect of the ~~works specified in Schedule 9A (*works for the protection of UKOP apparatus*)~~Work No. 17A. (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 development. (3) UKPN may not carry out the UKPN Works under article 3(3)(a) and UKOP may not carry out the UKOP protective works under article 3(4) (development consent etc. granted by the Order) except in accordance with the written consent of National Grid, which may be granted subject to reasonable conditions. (4) If UKPN fails to carry out any of the UKPN Works in accordance with National Grid's consent, National Grid may give UKPN and the Secretary of State notice that National Grid intends to carry out those UKPN Works under article 3(3)(a) (development consent etc. granted by the Order) from a date specified in the notice. (5) On the date specified in any notice under paragraph (4) of this article— (a) UKPN is to cease to have the benefit of article 3(3) (development consent etc. granted by the Order) and sub-paragraph (1)(b) of this article; (b) UKPN is to cease to be an undertaker for the installation of the UKPN Works but remains an undertaker for the purposes of keeping installed and maintaining the electric lines included in the UKPN Works; and (c) references to UKPN in article 28 (temporary use of land by UKPN and UKOP) are to be read as including National Grid.	
8.	Article 7, Consent to transfer benefit of Order	The proposed amendment brings the UKOP protective works into alignment with the UKPN Works for the purpose of the transfer of the benefit of the Order.		C

Consent to transfer benefit of Order

7. —(1) National Grid in relation to the authorised development (not including the UKPN Works~~), and~~ or the UKOP protective works), UKPN in relation to the UKPN Works and UKOP in relation to the UKOP protective works, 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 National Grid or UKPN or UKOP and the transferee;

(b) grant to another person ("the lessee") for a period agreed between National Grid or UKPN or UKOP 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 National Grid ~~or~~, UKPN or UKOP (as the case may be), except in paragraphs (3) and (4), 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 National Grid ~~or~~, UKPN or UKOP, save where those benefits or rights are exercised by a statutory undertaker (which for the purposes of this article includes any entity listed in paragraph (7)), or by an owner or occupier of land pursuant to paragraph (2) of article 25 (compulsory acquisition of rights) of this Order, in which case liability for the payment of compensation on the terms of this Order remains with National Grid.

(4) Any rights or benefits in relation to the UKPN Works or the UKOP protective works that are transferred or granted by UKPN or UKOP (as the case may be) under paragraph (1) are subject to paragraphs (3) to (5) of article 6 (benefit of Order) as if they had remained exercisable by UKPN or UKOP (as the case may be).

(5) Where a transfer or grant has been made in accordance with paragraph (1), the undertaker must notify the relevant planning authority of the same.

(6) The consent of the Secretary of State under this article is not required where the powers of article 25(1) (compulsory acquisition of rights) are, with the consent of the undertaker, proposed to be exercised by a statutory undertaker rather than by National Grid.

(7) The consent of the Secretary of State is not required under this article, where the transfer or grant is made, for the purpose of diverting or replacing the owned or managed structures, apparatus or equipment of Openreach, which forms part of the authorised development described in Schedule 1 and contained within the Order limits, to Openreach.

9.	Article 8, Application of	The proposed amendment replaces references to the now deleted Schedule 9A		C

	the 1990 Act	with reference to the UKOP protective works.	**Application of the 1990 Act** **8.** —(1) In respect of the temporary construction works, section 57(2) of the 1990 Act (planning permission required for development) 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) of the 1990 Act (cases in which land is to be treated as not being operational land). (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) of the 1990 Act. (4) For the purposes of the 1990 Act, the ~~works specified in Schedule 9A (*works for the protection of UKOP apparatus*)~~UKOP protective works do not constitute the development of land requiring consent under section 55.	
10.	Article 11, Street works	Correction of a typographical error to ensure consistency with the defined term.	**Street works** **11.**—(1) The undertaker may, for the purposes of the authorised development, 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, drill 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 apparatus in the street (including signage); (e) maintain, renew or alter apparatus or furniture (including signage) in or on the street or change its position; (f) reinstate or construct new pavement; (g) execute any works to provide or improve sight lines required by the relevant highway authority; This correction has been made throughout the articles of **3.1 Draft Development Consent Order (Revision C)**, specifically at articles 14(2)(i) (power to alter layout, etc. of streets), 22(8) (authority to survey and investigate the land), and 50(5) (felling and lopping). To ensure this schedule is kept as legible as possible, these additional instances of this change are not repeated	C

			again in this Table 2.2.	
11.	Article 11, Street works	The proposed amendment is in response to feedback from host authorities and the Examining Authority on the duration of deemed consent periods. Further explanation can be found in response to DCO 1.A2.	(3) If a street authority that receives an application for consent under paragraph (2) fails to notify the undertaker of its decision within ~~28~~25 business 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. This correction has been made throughout the articles of **3.1 Draft Development Consent Order (Revision C)**, specifically at articles 14(5) (power to alter layout, etc. of streets), 16(8) (temporary closure of streets and public rights of way), 17(2) (access to works), 20(9) (discharge of water), 22(8) (authority to survey and investigate the land), 27(4) (temporary use of land by National Grid), 28(4) (temporary use of land by UKPN and UKOP), 35(2) (acquisition of part of certain properties), 49(10) (traffic regulation), and 50(5) (felling or lopping). To ensure this schedule is kept as legible as possible, these additional instances of this change are not repeated again in this Table 2.2.	C
12.	Article 12, Application of the Permit Schemes	The proposed amendment is in response to DCO 1.A21 to provide clarity around what would happen if the Applicant chose to appeal using more than one appeal mechanism.	(8) Without restricting the undertaker's recourse to any alternative review, adjudication or 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~~discharge of requirements) of this Order~~.~~ except that upon the undertaker submitting an appeal to the Secretary of State pursuant to that Schedule in respect of such a decision, neither the undertaker nor any other party may use, or continue to use, the alternative review, adjudication or appeal mechanism in relation to that decision and any such alternative review, adjudication or appeal commenced must cease and neither its process nor its determination will have any effect.	C
13.	Article 21, Protective works	The proposed amendment removes reference to the UKOP protective works from Article 21 as these powers are now proposed to be covered more comprehensively elsewhere in the draft DCO. There are also		C

consequential changes to cross-references.

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 development ~~including the UKOP protective works~~, 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 development or works ancillary to it; or

(b) after the completion of any part of the authorised development in the vicinity of the land, building, structure, apparatus or equipment, at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development 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/or 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 (~~6~~5) and (~~7~~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).

~~(4) Subject to paragraphs (5) and (6), in respect of the UKOP protective works, the undertaker is entitled to retain such works in place and access those works for the purpose of maintaining, monitoring and inspecting them in perpetuity.~~

			(5) ~~(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; (d) a right under paragraph (4)(b) to enter land~~;~~, ~~(e) a right under paragraph (5) 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~~10 business 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) ~~(6)~~ Where a notice is served under paragraph (~~6~~5)(a), (c)~~,~~ or (d) ~~or (e)~~, the owner or occupier of the land, building, structure, apparatus or equipment concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 62 (arbitration). (11) ~~(11)~~ Any compensation payable under paragraph (~~8~~7) or (~~9~~8) must be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).	
14.	Article 21, Protective works	The proposed amendment provides a 'business day' equivalent period to the original 14 day period, in response to DCO 1.A3.	(5) ~~(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; (d) a right under paragraph (4)(b) to enter land~~;~~, ~~(e) a right under paragraph (5) 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~~10 business 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.	C

			This correction has been made throughout the **3.1 Draft Development Consent Order (Revision C)**, specifically at articles 22(3) (authority to survey and investigate the land), 27(2) (temporary use of land by National Grid), 28(2) (temporary use of land by UKPN and UKOP), 29(3) and (11) (temporary use of land for maintaining the authorised development), and 59(4) (amendment of local legislation).	
15.	Article 23, Removal of human remains	The proposed amendment provides a 'business day' equivalent period to the original 56 day period, in response to DCO 1.A3.	(5) At any time within ~~56~~40 business days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains. (9) If— (a) within the period of ~~56~~40 business days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or (b) such notice is given and no application is made under paragraph (7) within ~~56~~40 business days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of ~~56~~40 business days; or (c) within ~~56~~40 business days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or (d) it is determined that the remains to which any such notice relates cannot be identified, subject to paragraph (10) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.	
16.	Article 27, Temporary use of land by National Grid	The proposed amendment ensures that National Grid would not be required to remove essential mitigation works, for example, the UKOP protective works, when it gives up temporary possession of land. Correction of typographical	(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, National Grid must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land, but National Grid is not required to—	C

		error in Schedule cross-referencing.	(a) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article; (b) restore the land on which any works or mitigation works have been carried out under paragraph (1)(d); (c) remove any foundations below 1.2 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 electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development; (e) remove any ground-strengthening works (being either works listed in Schedule ~~10~~11 of this order or other works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation 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, National Grid 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 National Grid 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 1.2 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 electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development; (e) remove any ground-strengthening works (being works to provide safe and stable ground conditions)) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development; (f) remove or reposition any apparatus belonging to statutory undertakers; (g) remove any drainage works; or (h) restore ground levels adjusted as part of the authorised development.	
17.	Article 28, Temporary	The proposed amendment affords UKOP equivalent	**Temporary use of land by UKPN and UKOP** **28.**—(1) UKPN may, in connection with the carrying out of the UKPN Works—	C

	use of land by UKPN and UKOP	powers of temporary possession of land as are proposed for UKPN to ensure that they have sufficient rights to access land to carry out the UKOP protective works.	(13) UKOP may exercise the powers set out in paragraph (1) to (3), subject to paragraphs (4) to (12), of this article 28 as though references to UKPN were references to UKOP and references to the UKPN Works were references to the UKOP protective works, and in respect of paragraphs (5) and (6), UKOP is also not required to remove any ground strengthening works (being works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development including the UKOP protective works. Consequential changes to cross-references to this newly-named article are made throughout the **3.1 Draft Development Consent Order [Revision C]** and each instance is not individually listed in this Table 2.2.	
18.	Article 49, Traffic regulation	Correction of column numbers to reflect those in Schedule 13.	**Traffic regulation** **49.**—(1) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction or maintenance of the authorised development— (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 (~~1~~2) and along the lengths and between the points specified in column (~~2~~3) in the manner specified in column (~~3~~4) of that Part of that Schedule; (b) prohibit use of roads by through traffic and/or regulate the direction of vehicular movements in the manner specified in Part 2 of Schedule 13 (traffic regulation orders) on the roads specified in column (~~1~~2) and along the lengths and between the points specified in column (~~2~~3) in the manner specified in column (~~3~~4) of that Part of that Schedule; (c) prohibit overtaking in the manner specified in Part 3 of Schedule 13 (traffic regulation orders) on the roads specified in column (~~1~~2) and along the lengths and between the points specified in column (~~2~~3) in the manner specified in column (~~3~~4) of that Part of that Schedule. (3) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction, maintenance or operation of the authorised development implement permanent traffic regulation measures to prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 4 of Schedule 13 (traffic regulation orders) on a road specified in column (~~1~~2) and along the lengths and between the points specified in column (~~2~~3) in the manner specified in column (~~3~~4) of that Part of that Schedule.	C
19.	Article 49,	The proposed amendment		

	Traffic regulation	provides a 'business day' equivalent period to the original seven day period, in response to DCO 1.A3.	(4) The undertaker must not exercise the powers in paragraphs (1), (2) or (3) 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~~five business days of its receipt of notice of the undertaker's intention as provided for in sub-paragraph (a).	
20.	Article 49, Traffic regulation	The proposed amendment is included following feedback from Suffolk County Council and Babergh and Mid Suffolk to ensure visibility and accurate record keeping for relevant traffic authorities.	(13) A copy of the instrument referred to in paragraph (5) must be made available on request and, as soon as reasonably practicable after being made, must be served on the traffic authority.	C
21.	Article 50, Felling or lopping	Correction of cross-reference to paragraph (5) so that deemed consent provision does not operate where an application does not include the statement required by paragraph (6).	(7) If an application for consent under paragraph (4) does not include the statement required under paragraph (6), then the provisions of paragraph (~~6~~5) will not apply to that application.	C
22.	Article 55, Procedure regarding certain approvals etc.	Insertion of qualifying wording to give effect to new paragraph (4).	(3) ~~The~~Subject to paragraph (4) the procedure set out in paragraphs 3, 4 and 5 of Schedule 4 (discharge of ~~Requirements~~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.	C
23.	Article 55, Procedure regarding certain	Insertion of new paragraph (4) to clarify that where the provisions of article 62 (arbitration) are specified	(4) Paragraphs 3, 4 and 5 of Schedule 4 (discharge of requirements) do not have effect in respect of any consent, agreement or approval required by the provisions of Schedule 16 (protective provisions) to which article 62 (arbitration) instead applies.	C

	approvals etc.	to apply under Schedule 16 (protective provisions), the mechanisms of Schedule 4 (discharge of requirements) will not apply.		
24.	Article 56, Safeguarding	The proposed amendment provides a 'business day' equivalent period to the original 21 day period, in response to DCO 1.A3.	**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~~15 business days, beginning two business 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. (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~~15 business days beginning on the day after the date on which the Order comes into force; and	C
25.	Article 56, Safeguarding	Minor typographical correction.	"relevant planning authority" means ~~the~~any local planning authority in receipt of an application for planning permission to which this article applies.	C

26.	Schedule 1, Authorised Development	The proposed amendment brings the UKOP protective works into the scope of the authorised development. The intention is that this proposal will replace the description of works previously included in Schedule 9A.	**Work No. 17A – works for the protection of UKOP apparatus** Works shown as commencing on Section H Sheet 1A and terminating on Section H Sheet 1B of the works plans for the provision of alternating current mitigation in accordance with British Standard EN ISO 18086 in respect of the UKOP 14-inch Thames to Buncefield Multi Fuel pipeline including— (a) provision of anti-corrosion earthing strips; (b) subsurface cabling to connect mitigation works, monitoring pillars and pipeline; (c) two temporary construction compounds, which may include— (i) earthworks, soil stripping and storage, ground improvement; (ii) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges); (iii) drainage works; (iv) office and staff welfare facilities; (v) utility service connections for electricity, communication and potable water and/or connection of power supply may from temporary generators; (vi) utility service connection or on site storage for later disposal of grey water and sanitation; (vii) emergency electrical generator; (viii) materials, tools and fuel storage and laydown areas; (ix) assembly areas; (x) plant and equipment storage areas; (xi) wheel cleaning facilities; (xii) security cabin and fencing and gates; (xiii) construction and security lighting; and (xiv) construction of waste management facilities; and (d) test posts and other facilities and equipment for monitoring the alternating current mitigation works.	C
27.	Schedule 3, Requirements (Paragraph 1(1))	Amendment made following feedback from host authorities that the definition of 'discharging	~~"discharging authority" means the body responsible for giving any consent, agreement or approval required by a requirement included in this Order, 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(a);~~	C

		authority' is unclear.		
28.	Schedule 3, Requirements (Paragraph 1(3))	Amendment to specify more clearly the type of information or materials that may be approved under the requirements and by whom.	(3) Where any requirement requires the authorised development to be carried out in accordance or in general accordance ~~with matters including a plan,~~any document, ~~or~~plan, drawing, strategy, statement, details or other information approved by the relevant planning authority or the relevant highway authority, ~~those matters~~such document, plan, drawing, strategy, statement, details or other information are to be taken to include any amendments that ~~may~~have been subsequently ~~be~~ approved in writing by the relevant ~~discharging~~planning authority or the relevant highway authority in question.	C
29.	Schedule 3, Requirements (Paragraph 2(4))	Correction of a minor typographical error.	(4) Proceedings are not finally determined for the purposes of ~~sub-paragraph~~ sub-paragraph (3)(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.	C
30.	Schedule 3, Requirements (Paragraph 3(1))	The proposed amendment provides a 'business day' equivalent period to the original seven day period, in response to DCO 1.A3.	(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 ~~seven~~five business days prior to the date on which those pre-commencement operations are first carried out.	
31.	Schedule 3, Requirements (Paragraph 3(4))	The proposed amendment is in response to feedback from host authorities and the Examining Authority regarding decision timescales. Further explanation can be found in response to DCO 1.A2.	(4) Written notice of the commencement and completion of construction of each stage of the authorised development, and the operational use of each stage of the authorised development, must be given to the relevant planning authority within ~~28~~25 business days of the relevant event occurring. With the exception of Schedule 16 (protective provisions) which remain under discussion with the relevant stakeholders, this correction has been made throughout the **3.1 Draft Development Consent Order (Revision C)** schedules, specifically at schedules 4 (paragraphs 1(1) and 3(2)) (discharge of requirements) and 10 (paragraph 11) (modification of compensation and compulsory purchase enactments for creation of new rights). To ensure legibility of this Table 2.2, each instance is not individually repeated in this table.	C
32.	Schedule 3, Requirements (Paragraph	Correction of a minor typographical error that will ensure it is clear that there	(5) The authorised development must be carried out in accordance with ~~the~~any written scheme submitted further to sub-paragraph (2) or (3).	C

	3(5))	may be revisions to the written scheme.		
33.	Schedule 3, Requirements (Paragraph 4)	Removal of reference to discharging authority following deletion of the definition. Replacement of “in consultation with” by “following consultation with” is a statutory drafting point to clarify that it is the relevant planning authority who is responsible for making and communicating its decision following consultation and that the decision does not rest with the consultee. Reference to the “relevant highway authority” has been added following feedback from National Highways that it must be consulted to the extent that the proposals affect the strategic road network. Paragraph (2) is amended to make clear that all stages of the authorised development (and not just construction works) must be carried out in accordance with the approved plans, thereby	**4.** Construction Management Plans (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 (~~in~~following consultation with Natural England in the case of the landscape and ecological management plan~~) or other discharging authority as may be appropriate to~~ and the relevant highway authority in the case of the construction traffic management plan ~~concerned~~). The relevant plans are— (a) code of construction practice (which must be substantially in accordance with the outline code of construction practice); (b) construction traffic management plan (which must be substantially in accordance with the outline construction traffic management plan); (c) landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan); (d) public rights of way management plan (which must be substantially in accordance with the outline public rights of way management plan); (2) ~~All construction works for each~~Each stage of the authorised development must be carried out in accordance with the approved plans referred to in paragraph (1), unless otherwise agreed with the relevant planning authority ~~or other discharging authority as may be appropriate to the relevant plan concerned~~. (3) All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority ~~or other discharging authority as may be appropriate to the relevant plan concerned~~.	C

		securing the commitments and mitigation measures contained in the management plans.		
34.	Schedule 3, Requirements (Paragraph 5)	Amendments proposed following feedback from host authorities as to the need for the involvement of the county planning authority in historic environment matters.	**5.** Archaeology (1) No stage of the authorised development may commence until either a preservation in situ management plan, or detailed written schemes of investigation of areas of archaeological interest relevant to that stage (if any), as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant ~~discharging~~planning authority ~~in~~following consultation with the relevant county planning authority and, if relevant, Historic England. (2) Any detailed archaeological works must be carried out in accordance with the approved detailed written scheme of investigation for that stage. (4) All pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, unless otherwise agreed with the relevant ~~discharging~~planning authority ~~in~~following consultation with the relevant county planning authority and, if relevant, Historic England.	C
35.	Schedule 3, Requirements (Paragraph 7)	Correction of a typographical error to ensure consistency with the defined term.		C

			(4) The following operations may take place outside the core working hours and, as the case may be, the hours referred to in sub-paragraph (3)— (a) trenchless crossing operations including 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 (included but not limited to) 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) any highway works requested by the relevant highway authority to be undertaken on a Saturday or Sunday or 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) security monitoring; (j) non-intrusive surveys; (k) intrusive surveys; (l) oil processing of transformers or reactors in substation sites; (m) delivery to the transmission works of abnormal indivisible loads and any highway works requested by the relevant highway authority to be undertaken outside the core working hours; and (n) mechanical and electrical installation works within buildings once erected and enclosed.	
36.	Schedule 3, Requirements (Paragraph 10)	The intention of the proposed amendment to Requirement 10 to exclude Work No. 17A is to be abundantly clear that, when reinstating land that has temporarily been used for construction, the UKOP protective works can be		C

		retained in situ. References to “a condition suitable for its former use” have been amended following feedback from host authorities. The Applicant considers “former condition” to be more precise than the suggested definition of “former use” and therefore more appropriate terminology.	**10.** Reinstatement schemes (1) Subject to sub-paragraphs (2) and (3), any land within the Order limits which is used temporarily for construction (save in respect of Work No. 17A) is to be reinstated to ~~a condition suitable for~~ its former ~~use~~condition, or such condition as the relevant planning authority may approve, within 21 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~~condition does not apply to land above or within 10 metres of underground cables installed as part of the authorised development. (3) The requirement to reinstate the land to ~~a condition suitable for~~ its former ~~use~~condition is subject to the provisions of article 27 (temporary use of land by National Grid), article 28 (temporary use of land by UKPN and UKOP) and article 29 (temporary use of land for maintaining the authorised development).	
37.	Schedule 3, Requirements (Paragraph 11)	Amendment proposed in response to DCO 1.S3 to ensure ongoing maintenance of the approved details.	**11.** Approval of details having regard to the design approach for site specific infrastructure (1) No part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) may commence until details of the external colour of those buildings have been submitted to, the relevant planning authority, and the relevant planning authority has confirmed that the details are in general accordance with the design approach for site specific infrastructure. (2) The external colour of those buildings forming part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) must be maintained in accordance with the details approved by the relevant planning authority under sub-paragraph (1).	C
38.	Schedule 3, Requirements (Paragraph 13)	Replacement of “in consultation with” by “following consultation with” is a statutory drafting point to clarify that it is the relevant planning authority who is responsible for making and communicating its decision following consultation and that the decision does not rest with the consultee.	**13.** Decommissioning (1) 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 to the relevant planning authority for its approval ~~in~~following consultation with the relevant highway authority, at least six months prior to decommissioning works.	C

39.	Schedule 4, Discharge of requirements (Paragraph 2)	Replacement of “5 days” with “5 business days” and replacement of “21 days” with “15 business days” to provide a ‘business day’ equivalent period to the original periods in response to DCO 1.A3.	*Further information* **2.** —(1) Where an application has been made under paragraph 1 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~~requirement does not specify that consultation with a requirement consultee is required, the relevant authority must, within 5 business days of receipt of the application, notify the undertaker in writing specifying the further information required. (3) If the ~~Requirement~~requirement specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within 5 business days of receipt of the application and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 5 business days of receipt of such a request and in any event within ~~21~~15 business 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 and in this paragraph.	C
40.	Schedule 4, Discharge of requirements (Paragraph 3)	Correction in recognition of the removal of the definition of “discharging authority”,	**3.** —(1) Where an application is made to a relevant authority for any consent, agreement or approval required by a ~~Requirement~~requirement (including consent, agreement or approval in respect of part of a ~~Requirement~~requirement), 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 £298 per request unless a bespoke arrangement has been agreed between the applicant and ~~discharging~~relevant authority and legally secured.	C
41.	Schedule 4, Discharge of requirements (Paragraph 4)	Correction of a typographical error to ensure consistency with the defined term, and to reflect the changes made		C

		to article 55(4) which provides that article 62 (arbitration) will apply in place of Schedule 4 (discharge of requirements) where specified in Schedule 16 (protective provisions).	*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~~requirement or any document referred to in any ~~Requirement~~requirement; or (ii) (except as provided in article 55(4)) any other consent, agreement or approval required under this Order, or grants it subject to conditions to which the undertaker objects; (b) the relevant authority does not give notice of its decision to the undertaker within the period specified in paragraph 1(1); (c) having received a request for further information under paragraph 1(3) 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 (d) 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.	
42.	Schedule 4, Discharge of requirements (Paragraph 5)	Amendment to reflect that Schedule 4 (discharge of requirements) applies in some instances beyond Schedule 3 (requirements)	(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) or the relevant other consent, agreement or approval required under this Order as if it had been given by the relevant authority.	C
43.	Schedule 4, Discharge of requirements (Paragraph 6)	Amendment to reflect that Schedule 4 (discharge of requirements) applies in some instances beyond Schedule 3 (requirements) .	*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 person or body responsible for giving ~~and~~any consent, agreement or approval ~~under this schedule or~~ required by a requirement, or any document referred to in any requirement, under this Order or (except as provided in article 55(4) any other consent, agreement or approval required under this Order (including the 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~~requirement as a body to be consulted by the relevant authority in discharging that ~~Requirement~~requirement.	C

44.	Schedule 9A, Works for the protection of UKOP apparatus	Schedule 9A is replaced by the description of the UKOP protective works contained in a new Work No. 17A.	~~SCHEDULE 9A~~ ~~Article 21~~ ~~WORKS FOR THE PROTECTION OF UKOP APPARATUS~~ ~~Works for the provision of alternating current mitigation in accordance with British Standard EN ISO 18086 in respect of the UKOP 14-inch Thames to Epping high pressure multi-fuel pipeline between OS grid reference [●] and OS grid reference [●].~~	C
45.	Schedule 11, Land of which temporary possession may be taken	Updates to reflect changes to land parcels or classes of rights that emanated from the acceptance of Change Application 1 – Bulphan (Section H) and Change Application 2 – Little Bromley (Section C).	Amendments to Section C C-15/2b, C-15/3b, C-15/3e, C-15/8, C-15/24, C-15/25, C-15/26, C-15/27, C-15/28, C-15/29, C-15/30, C-15/31, C-15/36, C-15/40, C-15/41 — Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure — Work No. 39 C-16/1a, C-16/1b, C-16/1c, C-16/1e, C-16/1f, C-16/1g, C-16/~~6, C-16/~~8, C-16/9, C-16/11, C-16/12, C-16/13, C-16/14, C-16/16a, C-16/17, C-16/18, C-16/19, C-16/20, C-16/21, C-16/23, C-16/24, C-16/25, C-16/26, C-16/27, C-16/28, C-16/29, C-16/30, C-16/31, C-16/32, C-16/35, C-16/36, C-16/38, C-16/40, C-16/41, C-16/42, C-16/43, C-16/45, C-16/46, C-16/47a, C-16/48a, C-16/49, C-16/50, C-16/53, C-16/55, C-16/59 — Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure — Work No. 39 Amendments to Section H	C

			(1) *Plot number of Land shown on Land Plans*	(2) *Purpose for which temporary possession may be taken*	(3) *Relevant part of the authorised development*
			H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/41, H-1/45, H-1/47, H-1/48, H-1/49, H-1/52, H-1/53,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 40
			H-1A/2, H-1A/3, H-1A/8, H-1A/9, H-1A/10, H-1A/12, H-1A/14, H-1A/15, H-1A/16	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17A
			H-1B/1, H-1B/2, H-1B/3, H-1B/5, H-1B/8, H-1B/10, H-1B/11, H-1B/12, H-1B/13, H-1B/14, H-1B/15	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A
			H-2/5, H-2/6, H-2/7, H-2/10, H-2/11, H-2/16, H-2/17, H-2/22, H-2/28, H-2/34, H-2/35, H-2/38, H-2/39, H-2/41, H-2/43, H-2/44, H-2/45, H-2/46, H-2/47, H-2/48, H-2/50, H-2/51	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A
46.	Schedule 16, Protective Provisions (Part 5 – For the Protection of National Highways)	Minor typographical correction.	**Interpretation** **2.** —(1) Where the terms used in this Part of this Schedule are defined in article 2 *(interpretation)* of this Order are inconsistent with ~~subparagraph~~sub-paragraph (2) below the latter prevail.		C
47.	Schedule 16, Protective Provisions (Part 6 – For	Addition of text to the heading for consistency with other Parts of this Schedule.	PART 6 FOR THE PROTECTION OF FIVE ESTUARIES		C

	the Protection of Five Estuaries)			
48.	Schedule 16, Protective Provisions (Part 6 – For the Protection of Five Estuaries)	Minor typographical correction.	**Indemnity** **8.** ~~xxxx)~~ (1) At all times after Five Estuaries has commenced construction and the conditions below are met to comply with ~~clause~~sub-paragraphs 8(2) to 8(7)— (i) NGET is working within the EACN Substation Area; (ii) NGET is working in an area in which Five Estuaries either has land rights or is in occupation of and/or; (iii) NGET is carrying out works within 15 meters of any Five Estuaries works or apparatus; (iv) excepting any works which are works regulated by the connection agreement between the undertaker and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part:	
49.	Schedule 16, Protective Provisions (Part 7 – For the Protection of North Falls)	Addition of draft provisions for the protection of North Falls.		C

PART 7

FOR THE PROTECTION OF NORTH FALLS

Application

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and North Falls.

Interpretation

2. In this Part:

"apparatus" means electric lines or electrical plant belonging to or maintained by North Falls together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"EACN Substation Area" the land shown in the lands plans as plots 16,006,16007 and 16,008;

"New EACN Substation" means the substation to be constructed within the EACN Substation Area as Work No. 8;

"New EACN Substation boundary" means the final boundary of the substation to be constructed within the EACN Substation Area as determined by the undertaker;

"North Falls" means North Falls Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the North Fall Offshore Wind Farm Order;

"Overlap Area" means any land within the Order land that is also within the land defined as the Order land in the North Falls Offshore Wind Farm Order but excluding the EACN Substation Area.

Compulsory acquisition of land and rights

3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, within the Overlap Area, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

4. Where within the EACN Substation Area but outside of the New EACN Substation Boundary, the undertaker acquires land within which North Falls have rights to install, maintain and operate apparatus and associated equipment for the purposes of transmission of electricity, and/or over which they have rights to access apparatus , the undertaker must not extinguish, suspend, override or acquire such rights or apparatus unless and until the undertaker affords to North Falls alternative, necessary rights in substitution for the rights to be extinguished, suspended, overridden or acquired, and those alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and North Falls acting reasonably.

5. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not suspend or extinguish any temporary possession right being exercised by North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

6. The undertaker will not exercise any rights, including rights of temporary possession, over [plots] (being the alignment of a temporary haul road proposed by North Falls) so as to exclude or prevent any use of these plots by North Falls.

Protection of North Falls apparatus

7. —(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker may not, under the powers of this Order, adjust, remove, alter, divert or interfere with any apparatus situated outside the EACN Substation Area owned by North Falls otherwise than by agreement.

Indemnity

8. —(1) At all times after North Falls has commenced construction and the conditions below are met to comply with sub-paragraphs 8(2) to 8(7)—

(a) NGET is working within the EACN Substation Area;

(b) NGET is working in an area in which North Falls either has land rights or is in occupation of; and/or

(c) NGET is carrying out works within 15 meters of any North Falls works or apparatus;

(d) excepting any works which are works regulated by the connection agreement between North Falls and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part.

(2) Subject to sub-paragraphs (3) and (4), if by reason or in consequence of the construction use or maintenance or failure of any works to which paragraph 8(1) applies 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, or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of North Falls, or North Falls becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from North Falls the cost reasonably and properly incurred by North Falls in making good such damage or restoring the supply; and

(b) indemnify North Falls for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from North Falls, by reason or in consequence of any such damage or interruption or North Falls becoming liable to any third party other than arising from any default of North Falls.

(3) The fact that any act or thing may have been done by North Falls on behalf of the undertaker or in accordance with a plan agreed with North Falls or in accordance with any requirement of North Falls or under its supervision will not (unless sub-paragraph (4) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless North Falls 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.

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

(a) any damage or interruption to the extent that it is attributable to the neglect or default of North Falls, its officers, servants, contractors or agents; or

(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(5) North Falls 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.

(6) North Falls must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

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

Disputes

Any dispute arising between the undertaker and North Falls under this Part of this Schedule, is to be determined by arbitration under article [62 (arbitration).

50.	Schedule 19, Certified Documents	Adjustment to certified document in response to DCO 1.S26.	C

SCHEDULE 19 Article 60

CERTIFIED DOCUMENTS

(1) Document title	*(2) Document reference*
Access, Rights of Way and Public Rights of Navigation Plans	2.5
Book of reference	4.3
Design approach to site specific infrastructure	7.16
Design and Layout Plans ~~Subs & Cables~~(elevations)	2.6.1

Table 2.3 Schedule of Changes to Version C of the draft DCO [REP3-004]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	A minor amendment so the definition refers to the relevant document for consistency.	"design and layout plans (elevations)" means those parts of the design and layout plans – subs & cables (document 2.6.1) listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works;	D
2.	Article 2, Interpretation	A minor amendment so the definition refers to certification by the	"outline construction traffic management plan" means the document of that description (together with its appendices) (document 7.3) certified by the Secretary of State as the outline code of construction practice for the purposes of this Order under article 60 (certification of documents);	D

		Secretary of State for consistency.		
3.	Article 2, Interpretation	Minor typographical correction.	"outline public rights of way management plan" means the document of that description (together with its appendices) (document 7.6) certified by the Secretary of State as the outline public rights of way management plan for the purposes of this Order under article 60 (certification of documents);	D
4.	Article 2(3), Interpretation and throughout the draft DCO	Minor typographical correction.	(3) All distances, directions, levels, heights and lengths referred to in this Order and in any plans and documents certified under article 60 (certification of documents), are approximate. Distances between points on a work comprised in the authorised development 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 pylon locations along the centre line of such works, and are subject to the limits of deviation for that work, such that the number of pylons, the pylon numbering and the height and location of pylons 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) and Schedule 1 (authorised development), heights and depths in this Order or on the ~~Work Plans~~works plans are measured from the proposed final ground level. The Applicant has corrected the **3.1 Draft Development Consent Order (Revision D)** to ensure that the term "works plans" is used consistently throughout the document. To ensure this schedule is kept as legible as possible, no further instances of this change are listed in this Table 2.3.	
5.	Article 41, Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to	Amendments to account for the population of the previously not used Schedule 12.		D

	temporary possession		**Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession** **41.**—(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 or UKPN 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 by National Grid) or UKPN takes temporary possession under article 28 (temporary use of land by UKPN and UKOP). (2) All private rights or restrictive covenants in relation to apparatus belonging to National Grid or UKPN removed from any land to which this article applies are extinguished from the date on which National Grid or UKPN gives up temporary possession of that land under article 27 (temporary use of land by National Grid) or 28 (temporary use of land by UKPN), as the case may be. (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 1.2 metres underground) referred to in article 27(5)(c) and 27(6)(c) or article 28(5)(c) or 28(6)(c) (National Grid and UKPN not required to remove foundations when giving up temporary possession). (4) Schedule 12 (extinguishment or private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession) has effect.	
6.	Schedule 1, Authorised Development	Updates to reflect the adoption by the Applicant of Scenario B at Tilbury North and a minor typographical update to the term “works plans” to match the defined term in Article 2 (interpretation).		D

			Work No. 19 — reconfiguration of the existing overhead transmission electric line (Route YYJ) Works shown as commencing on Section H ~~[Sheets 4, 5 and 7]~~Sheet 6 and terminating on Section H ~~[Sheets~~Sheet 4 ~~and 5]~~ of the works plans to modify and reconfigure the overhead transmission electric line (Route YYJ) between a ~~[~~point indicated as ~~YYJ116~~YYJ121 and a point indicated as YYJ129~~]~~, including— (a) the dismantling and removal of existing pylons YYJ123 to YYJ125 (inclusive) including foundations; (b) the dismantling and removal of existing overhead transmission electric line between a point indicated as ~~[YYJ116~~YYJ121 on Section H Sheet ~~7]~~6 of the ~~Work Plans~~works plans and a point indicated as ~~[~~YYJ129 on Section H Sheet 5~~]~~ of the ~~Work Plans~~works plans; (c) the foundations and steelwork to construct new pylons; (d) the installation of overhead transmission electric line and new pylons between a point indicated as ~~[YYJ116~~YYJ121 on Section H Sheet ~~7]~~6 of the ~~Work Plans~~works plans and Tilbury North (Warley side) Cable Sealing End Compound (Work No.22) on Section H Sheet 5 of the works plans; (e) the installation of overhead transmission electric line and new pylons between Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24) and a point indicated as ~~[~~YYJ129 on Section H Sheet 5~~]~~ of the ~~Work Plans~~works plans; (f) foundations and steelwork to construct and install two gantries for the connection of overhead electric line into Tilbury North (Warley side) Cable Sealing End Compound (Work No.22); (g) foundations and steelwork to construct and install two gantries for the connection of overhead electric line out of Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24); (h) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Warley side) Cable Sealing End Compound; (i) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Tilbury side) Cable Sealing End Compound; (j) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and (k) the temporary diversion of the existing overhead transmission electric line via existing pylons or new temporary or permanent pylons in order to facilitate Work No. 19 as described above.	
7.	Schedule 2, (Plans) Parts 1, 3 and 5 to 8 (inclusive)	The changes reflect the updates to the revision number of various plans listed in Schedule 2 (Plans) due to the	Various amendments to the revision number.	D

		Examining Authority's acceptance of the two change applications and, where relevant, the Applicant's commitment to Scenario B at Tilbury North.		
8.	Schedule 2, (Plans) Part 1	This amendment reflects additional sheets in Section H of the Access, Rights of Way and Public Rights of Navigation Plans following the acceptance of Change Application 1 – Bulphan.	Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 1A of 7 — AENC-MMAC-ENG-DWG-0084 — B Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 1B of 7 — AENC-MMAC-ENG-DWG-0084 — B	D
9.	Schedule 2, (Plans) Part 3	This amendment reflects additional sheets in Section H of the Land Plans following the acceptance of Change Application 1 – Bulphan.	Land Plan Section H, Sheet 1A of 7 — AENC-TQST-LAN-DWG-0002 — C Land Plan Section H, Sheet 1B of 7 — AENC-TQST-LAN-DWG-0002 — C	D
10.	Schedule 2, (Plans) Part 6	This amendment reflects additional sheets in Section H of the Traffic Regulation Order Plans following the acceptance of Change Application 1 – Bulphan.	Traffic Regulation Order Plan Section H, Sheet 1A of 7 — AENC-MMAC-ENG-DWG-0083 — B *Drawing Title* / *Drawing Number* / *Revision* Traffic Regulation Order Plan Section H, Sheet 1B of 7 — AENC-MMAC-ENG-DWG-0083 — B	D
11.	Schedule 2, (Plans) Part 7	This amendment reflects additional sheets in Section H of the Trees and Hedgerows to be	Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 1A of 7 — AENC-LSTC-ENG-DWG-0002 — B Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 1B of 7 — AENC-LSTC-ENG-DWG-0002 — B	D

		Removed and/or Managed Plans following the acceptance of Change Application 1 – Bulphan.		
12.	Schedule 2, (Plans) Part 8	This amendment reflects additional sheets in Section H of the Works Plans following the acceptance of Change Application 1 – Bulphan.	Works Plan Section H, Sheet 1A of 7 AENC-LSTC-ENG-DWG-0003 B Works Plan Section H, Sheet 1B of 7 AENC-LSTC-ENG-DWG-0003 B	D
13.	Schedule 3, Requirements (Paragraph 3(3))	Minor typographical correction.	(b) any revisions to the written scheme referred to in sub-paragraph (2) and, as applicable, sub-paragraph ~~2~~(3)(a) that are identified after the commencement of the stage or stages of the authorised development to which the revisions relate must be submitted to the relevant planning authority within ten business days of the relevant revision being implemented.	D
14.	Schedule 3, Requirements (Paragraph 3(4))	Updated following feedback received from Suffolk County Council in its responses to EXQ1.	(4) Written notice of the commencement and completion of construction of each stage of the authorised development, and the operational use of each stage of the authorised development, must be given to the relevant planning authority within ~~25~~5 business days of the relevant event occurring.	D
15.	Schedule 4, Requirements (Paragraph 4(1))	Updated following a request from National Highways to be a consultee for the management plans to the extent that they relate to the strategic highway network.		D

			4. Construction Management Plans (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 (following consultation with Natural England in the case of the landscape and ecological management plan and, where relevant in the context of the operation of the local and strategic road network, the relevant highway authority ~~in the case of the construction traffic management plan~~). The relevant plans are— (a) code of construction practice (which must be substantially in accordance with the outline code of construction practice); (b) construction traffic management plan (which must be substantially in accordance with the outline construction traffic management plan); (c) landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan); (d) public rights of way management plan (which must be substantially in accordance with the outline public rights of way management plan); (2) Each stage of the authorised development must be carried out in accordance with the approved plans referred to in paragraph (1), unless otherwise agreed with the relevant planning authority. (3) All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority.			
16.	Schedule 7, Streets or public rights of way to be permanently stopped up	Update following acceptance of Change Application 2 – Little Bromley.	~~Essex~~	~~Little Bromley 13~~	~~Between points E-FP-19.2 and E-FP-19.3 as shown on Section C, Sheet 15~~	~~Diversion route between points E-FP-19.2 and E-FP-19.3 via line E-FP-19-D1 as shown on Section C, Sheet 15~~	D
17.	Schedule 8, Part 3 (Public Rights of Way to be temporarily closed for which a diversion is to	Minor update to reflect inclusion of new Sheet 1B following the acceptance of Change Application 1 – Bulphan..	Thurrock Council	Footpath 91	Between points T-FP-2.4 and T-FP-2.5 as shown on Section H, ~~Sheet~~Sheets 1B and 2	Diversion route between points T-FP-2.4 and T-FP-2.5 via lines T-FP-2-D1 as shown on Section H, ~~Sheet~~Sheets 1B and 2	D

	be provided)				
18.	Schedule 8, Part 4 (Public Rights of Way to be temporarily closed for which no diversion is to be provided)	Update following acceptance of Change Application 2 – Little Bromley.	Essex County Council	Little Bromley 13	Between points E-FP-19.1 and E-FP-19.2 ~~and between points E-FP-19.3 and E-FP-19.4~~ as shown on Section C, Sheet 15	D
19.	Schedule 8, Part 4 (Public Rights of Way to be temporarily closed for which no diversion is to be provided)	Minor update to reflect inclusion of new Sheet 1B following the acceptance of Change Application 1 – Bulphan..	Thurrock Council	Bridleway 91	Between points T-BR-1.1 and T-BR-1.2 as shown on Section H, ~~Sheet~~Sheets 1 and 1B	D
20.	Schedule 8, Part 4 (Public Rights of Way to be temporarily closed for which no diversion is to be provided)	Update to reflect an additional crossing location for the updated Order limits following the acceptance of Change Application 1 – Bulphan.	Thurrock Council	Footpath 91	Between points T-FP-2.1 and T-FP-2.2 and between points T-FP-2.3 and T-FP-2.4 and between points T-FP-2.5 and T-FP-2.6 and between points T-FP-2.7 and T-FP-2.8 as shown on Section H, Sheets 1 and 2	D
			(1) Area	*(2) Public Right of Way*	*(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans*	
21.	Schedule 11, Land of which	Minor typographical				D

	temporary possession may be taken	correction.		

(1) Plot number of ~~Land~~land shown on Land Plan	(2) Purpose for which temporary possession may be taken	(3) Relevant part of the authorised development

22.	Schedule 11, Land of which temporary possession may be taken	Updates to reflect changes to land parcels or classes of rights that emanated from ongoing land referencing and newly received information.	Amendments to Section A:	D

A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/57	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 1 Work No. 2 Work No. 37
A-2/4, A-2/7, A-2/8, A-2/9, A-2/12, A-2/16, A-2/18, A-2/20, A-2/22, A-2/27, A-2/31, A-2/~~44,~~ ~~A-2/~~47, A-2/48, A-2/49	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-9/3, A-9/5, A-9/6, A-9/9, A-9/10, A-9/12, A-9/12a, A-9/12b, A-9/14, A-9/14b, A-9/20, A-9/35, A-9/37, A-9/43, A-9/44, A-9/46, A-9/51, A-9/55, A-9/56, A-9/70	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 37

Amendments to Section C:

C-8/3, C-8/4, C-8/9, C-8/11, C-8/13, C-8/14, C-8/15, C-8/17, C-8/18, C-8/19, C-8/20, C-8/21, C-8/22, C-8/23, C-8/26, C-8/30, C-8/31, C-8/32, C-8/33, C-8/34a, C-8/38, C-8/39, C-8/46	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38 Work No. 39

Amendments to Section F:

F-5/3, F-5/17, F-5/19, F-5/21, F-5/22, F-5/23, F-5/25, F-5/26, F-5/31, F-5/32, F-5/33, F-5/50, F-5/52, F-5/~~53, F-5/~~54, F-5/55	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
F-9/3, F-9/4, F-9/5, F-9/6, F-9/8, F-9/9, F-9/18, F-9/20, F-9/25, F-9/35, F-9/43, F-9/44, F-9/45, F-9/55, F-9/57, F-9/58, F-9/~~59, F-9~~/62, F-9/63, F-9/64, F-9/66, F-9/68, F-9/69, F-9/70, F-9/73, F-9/74, F-9/76, F-9/88, F-9/90, F-9/99, F-9/108, F-9/109, F-9/111, F-9/113, F-9/114, F-9/118, F-9/120	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

Amendments to Section G:

G-5/2, G-5/4, G-5/5, G-5/6, G-5/7, G-5/8, G-5/14, G-5/21, G 5/22, G-5/23, G 5/25, G-5/26, G 5/27, G-5/29, G 5/32, G-5/37, G 5/38, G 5/38a, G-5/48, G 5/50, G-5/58, G 5/60, G-5/64, G 5/65, G-5/70, G 5/75, G-5/77, G 5/78, G-5/80, G 5/82, G-5/~~83, G 5/~~85, G-5/88, G-5/90	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

Amendments to Section H:

H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91		

23.	Schedule 12, Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession	Update following the Applicant's response to EXQ1 DCO 1.S23 in 8.9.1 Applicant's Responses to First Written Questions **[REP3-074].**	New schedule inserted.	D
24.	Schedule 13, Part 2 (Temporary restriction of access and restriction of movement)	Minor update to reflect inclusion of new Sheets 1A and 1B following the acceptance of Change Application 1 – Bulphan..	Thurrock Council | Doesgate Lane | Between points TR-H-002 and TR-H-003 as shown on Section H, ~~Sheet~~Sheets 1, 1A and 1B. | Prohibition of vehicular access.	D
25.	Schedule 13, Part 3 (Temporary no overtaking order)	Minor update to reflect inclusion of new Sheet 1B following the acceptance of Change Application 1 – Bulphan..	Essex County Council | Lower Dunton Road | Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, ~~Sheet~~Sheets 1 and 1B. | Prohibition of vehicular overtaking.	D
26.	Schedule 16, Part 2 (Protection for operators of electronic	Correction to reflect the repeal of Schedule 2 to the Telecommunications Act 1984.	**2.** The exercise of the powers of article 44 (statutory undertakers) are subject to ~~paragraph 23 of Schedule 2 to the Telecommunications Act 1984(a)~~Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.	D

	communication code networks)			
27.	Schedule 16, Part 6 (For the protection of Five Estuaries)	The Applicant has made minor corrections to the plot numbers referred to in the protective provisions for the benefit of Five Estuaries at Schedule 16.	"EACN Substation Area" the land shown in the lands plans as plots 14/1, 14/2, 14/3, 14/~~17~~7 and 14/~~09~~109;	D
28.	Schedule 16, Part 7 (For the protection of North Falls)	The Applicant has made corrections to the plot numbers in the protective provisions for the benefit of North Falls at Schedule 16.	"EACN Substation Area" the land shown in the lands plans as plots ~~16,006,16007 and 16,008~~14/1, 14/2, 14/3, 14/7 and 14/109;	D
29.	Schedule 16, Part 7 (For the protection of North Falls)	The Applicant has updated the protective provisions for the benefit of North Falls at Schedule 16 to cover the relevant plots.	**6.** The undertaker will not exercise any rights, including rights of temporary possession, over ~~[plots]~~15/3, 15/8, 15/24 to 15/31 (inclusive), and 16/23 to 16/32 (inclusive) (being the alignment of a temporary haul road proposed by North Falls) so as to exclude or prevent any use of these plots by North Falls.	D
30.	Schedule 16, Part	Minor typographical correction.	**Disputes** Any dispute arising between the undertaker and North Falls under this Part of this Schedule, is to be determined by arbitration under article ~~[~~62 (arbitration).	D

Table 2.4 Schedule of Changes to Version D of the draft DCO [REP4-037]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	New definition inserted in connection with a new Requirement 15 relating to the employment and skills plan	"outline employment and skills plan" means the document of that description (together with its appendices) (document 8.13) certified by the Secretary of State as the outline employment and skills plan for the purposes of this Order under article 60 (certification of documents);	E
2.	Article 2, Interpretation	Minor typographical correction.	"relevant planning authority" means, in any given provision of this Order (except article 56 (safeguarding))—	E
3.	Article 2, Interpretation	New definition inserted in connection with a new Requirement 15 relating to the employment and skills plan	"Thurrock Council" means the relevant planning authority known as Thurrock Council or any successor exercising its functions as local planning authority;	E

4.	Article 5(1)(b)(i), Limits of deviation	Amendment to reflect the Applicant's commitment at Deadline 3 to replace three low height design lattice pylons (TB140 to TB142 inclusive) with two standard height pylons.	(b) in respect of the pylons deviate vertically as set out in the table of parameters— (i) to any extent upwards not exceeding 6 metres save in respect of pylons ~~TB140 to TB142 (inclusive) and~~ TB238 to TB243 (inclusive) which may deviate vertically to any extent upwards not exceeding 18 metres;	E
5.	Article 5(2), Limits of deviation	Minor reference update.	(2) Without prejudice to article 3(~~9~~8) the removal, clearance, decommissioning and demolition of any existing electric line may take place within the Order limits;	E
6.	Schedule 2, (Plans) Parts 1, 2. 3, 5, 6 and 7 to 8 (inclusive)	The changes reflect the updates to the revision number of various plans listed in Schedule 2 (Plans) to account for the adoption of Scenarios 11 and 18.	Various amendments to the revision number.	E
7.	Schedule 2 (Plans) Part 2	Addition of new indicative drawing following a request from the Examining Authority and revisions to indicative drawings to reflect changes following the adoption of Scenario B at Tilbury North	PART 2 DESIGN AND LAYOUT PLANS (ELEVATIONS) *Drawing Title* / *Drawing Number* / *Revision* Illustrative joint bay arrangement standard detail Sheet 1 of 1 / AENC-MMAC-ENG-DWG-0085-06 / A Indicative joint bay arrangement standard detail (combined link pillars) Sheet 1 of 1 / AENC-MMAC-ENG-DWG-0085-06A / A	E

			Indicative cable sealing end compound layout & elevations ~~ZB – YYJ Turn in – Tilbury North (~~Warley side and Tilbury side) Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG-~~0085-220~~ 085-24	A
			~~Indicative cable sealing end compound layout & elevations ZB – Tilbury side Section H, Sheet 1 of 1~~	~~AENC-MMAC-ENG-DWG-0085-23~~	~~A~~
8.	Schedule 3, Requirements (Paragraph 1(1))	Updates to the definition of reinstatement planting to make clear that it also refers to the 3:1 tree planting within the Order limits following feedback from Essex County Council in its Local Impact Report [REP1-161]	"reinstatement planting" includes, unless otherwise agreed with the relevant planning authority, embedded planting, reinstatement hedgerow or other planting ~~and~~, mitigation planting and (to the extent it is to be provided within the Order limits) planting associated with the 3:1 tree planting commitment as each are described in the outline landscape and ecological management plan (or the final landscape and ecological management plan if approved pursuant to requirement 4);	E
9.	Schedule 3, Requirements (Paragraph 1(3))	Minor typographical corrections following feedback from Suffolk County Council in Table 2 of its Comments on any further information or submissions received by deadline 3 [REP4-335].	(3) Where any requirement requires the authorised development to be carried out in accordance or in general accordance with any document, plan, drawing, strategy, statement, details or other information approved by the relevant planning authority or the relevant highway authority, such document, plan, drawing, strategy, statement, details or other information ~~are to be taken to include~~includes any amendments ~~that have been~~ subsequently approved in writing by the relevant planning authority or the relevant highway authority ~~in question~~.	E
10.	Schedule 3, Requirements (Paragraph 3(3)(b))	Minor typographical correction.	(3) Unless otherwise agreed with the relevant planning authority: (a) any revisions to the written scheme referred to in sub-paragraph (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; and (b) any revisions to the written scheme referred to in sub-paragraph (2) and, as applicable, sub-paragraph (3)(a) that are identified after the commencement of the stage or stages of the authorised development to which the revisions relate must be submitted to the relevant planning authority within ~~ten~~10 business days of the relevant revision being implemented.	E
11.	Schedule 3,	Amendment to include the		E

	Requirements (Paragraph 4(1))	Environment Agency as a requirement consultee on the code of construction management plan following a request from the Environment Agency	(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 (following consultation with Natural England in the case of the landscape and ecological management plan, the Environment Agency in the case of the code of construction management plan and, where relevant in the context of the operation of the local and strategic road network, the relevant highway authority). The relevant plans are—	
12.	Schedule 3, Requirements (Paragraphs 4(2) and 4(3))	Updates to allow for consultation with the local highway authority or National Highways should the Applicant request to agree a departure from the approved plans or the outline plans for the purposes of the pre-commencement operations. This is in response to a request from National Highways.	(2) Each stage of the authorised development must be carried out in accordance with the approved plans referred to in paragraph (1), unless otherwise agreed with the relevant planning authority and, where relevant in the context of the operation of the local and strategic road network, following consultation with the relevant highway authority. (3) All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority and, where relevant in the context of the operation of the local and strategic road network, following consultation with the relevant highway authority.	E
13.	Schedule 3, Requirements (Paragraph 5)	Revised archaeology requirement in response to EXQ DCO 1.S8 and comments received from relevant authorities. The proposed changes: • Provide for the approval of written scheme of investigation (WSI) for evaluation works • Clarify for consistency with the 7.5 Outline Archaeological Mitigation Strategy and Outline Written Scheme of		E

Investigation [Revision B] (OAMS-OWSI) that a preservation in situ management plan would, if relevant, form part of a detailed written scheme of investigation as opposed to being separate

- Provide that evaluation works must be carried out in accordance with the WSI referred to in (a) above
- Set out the process for post-excavation assessment, approval of an archaeological updated project design, post-excavation analysis, publication and archiving.

The Applicant has retained its original wording regarding pre-commencement operations in accordance with its submissions under EXQ2 DCO 2.S9.

5. Archaeology

(1) No archaeological evaluation works may begin until a written scheme of investigation for those archaeological evaluation works on the relevant land has been submitted to, and approved by, the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.

(2) ~~(1) No~~Subject to paragraph (3), no stage of the authorised development may commence until ~~either a preservation in situ management plan, or~~ detailed written schemes of investigation of areas of archaeological interest relevant to that stage (if any), which may include a preservation in situ management plan if relevant, as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant planning authority following consultation with the relevant county planning ~~authority~~authority's archaeological or historic environment service and, if relevant, Historic England.

(3) Before any detailed written scheme of investigation (excluding any written scheme of investigation required under paragraph (1)) is submitted for approval under paragraph (2), the undertaker must carry out archaeological evaluation works in accordance with the written scheme of investigation approved under paragraph (1), unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.

(4) ~~(2)~~ Any detailed archaeological works must be carried out in accordance with the approved detailed written scheme of investigation for that stage.

(5) ~~(3)~~ Each detailed written scheme of investigation must be substantially in accordance with the outline archaeological mitigation strategy and 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 and methodology of site investigation and reporting;

			(6) Unless otherwise agreed with the relevant planning authority— (a) No later than one year following the completion of the fieldwork specified in each detailed written scheme of investigation, a site-specific post excavation assessment for that site must be completed in accordance with the detailed written scheme of investigation and submitted to the relevant planning authority for approval. (b) No later than two years following the approval of the final site-specific post excavation assessment, an archaeological updated project design must be submitted to, and approved by, the relevant planning authority following consultation with the county planning authority's archaeological or historic environment service or, if relevant, Historic England. The archaeological updated project design must be in general accordance with the outline archaeological mitigation strategy and outline written schemes of investigation and set out scope for full post-excavation analysis and publication and have regard to the site-specific research agendas set out in the detailed 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, both physical and digital, must be deposited to the relevant archaeological archive repository for the relevant county in accordance with the approved archaeological updated project design. (7) ~~(1)~~ All pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning ~~authority~~authority's archaeological or historic environment service and, if relevant, Historic England.	
14.	Schedule 3, Requirements (Paragraph 15)	A new Requirement 15 to secure an employment and skills plan in accordance with the Applicant's commitment in 8.4.9 Applicant's Comments on any Further Information or Submissions Received by Deadline 3 [REP4-298].	15.Employment and Skills Plan (1) The authorised development may not commence until an employment and skills plan (which must be substantially in accordance with the outline employment and skills plan) has been submitted to the relevant county planning authority and Thurrock Council. (2) The authorised development must be carried out in general accordance with any employment and skills plan submitted further to sub-paragraph (1) unless otherwise agreed with the relevant county planning authority and Thurrock Council.	E
15.	Schedule 4, Discharge of Requirements	Addition of new paragraph 1(1) to streamline the disharge of requirements		E

	(Paragraph 1(1))	process by requiring the Applicant to serve a copy of the application on the relevant requirement consultee at the time it makes the application. This change is made in response to feedback from host authorities.	SCHEDULE 4 Article 55 DISCHARGE OF REQUIREMENTS *Applications made under requirements* 1. —(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), the undertaker must concurrently issue a copy of that application to the relevant requirement consultee.	
16.	Schedule 4, Discharge of Requirements (Paragraphs 1(2) to 1(4))	Corrections to cross-references.	(2) ~~1. (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 25 business days beginning with— (a) where no further information is requested under ~~paragraph (2)~~paragraph2, the day immediately following that on which the application is received by the authority; (b) where further information is requested under ~~paragraph (2)~~paragraph2, 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 (~~3~~4), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (~~1~~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 (~~1~~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 to those identified in the environmental statement, then the application is taken to have been refused by the relevant authority at the end of that period.	E
17.	Schedule 4, Discharge of	Consequential update to reflect the newly added		E

	Requirements (Paragraph 2(3))	paragraph 1(1) which requires the Applicant to issue a copy of the application for discharge to the relevant requirement consultee at the time it makes the application.	*Further information* **2.** —(1) Where an application has been made under paragraph 1 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 5 business 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 business days of receipt of the application and must~~ notify the undertaker in writing specifying any further information requested by the requirement consultee within 5 business days of receipt of such a request and in any event within 15 business 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 and in this paragraph.	
18.	Schedule 4, Discharge of Requirements (Paragraph 4)	Consequential cross-referencing updates to reflect the newly added paragraph 1(1) which requires the Applicant to issue a copy of the application for discharge to the relevant requirement consultee at the time it makes the application.		E

			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) (except as provided in article 55(4)) any other consent, agreement or approval required under this Order, or grants it subject to conditions to which the undertaker objects; (b) the relevant authority does not give notice of its decision to the undertaker within the period specified in paragraph 1(~~1~~2); (c) having received a request for further information under paragraph 1(~~3~~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 (d) 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 within six weeks of the date of the notice of the decision or determination, or (where no determination has been made, expiry of the decision period under paragraph 1(~~1~~2), 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");	
19.	Schedule 4, Discharge of Requirements (Paragraph 5)	Minor typographical correction	*Outcome of appeals* **5.** —(1) On an appeal under ~~paragraph (1)~~paragraph4, the appointed person may—	E
20.	Schedule 5, Streets Subject to Street Works	Updates to reflect the adoption of Scenarios 11 and 18		E

SCHEDULE 5

Article 11

STREETS SUBJECT TO STREET WORKS

(1) *Authority*	(2) *Street subject to Street Works*	(3) *Access, Rights of Way and Public Rights of Navigation Plans Reference*
~~Thurrock Council~~	~~A1013 Stanford Road~~	~~Section H, Sheet 7~~
~~Thurrock Council~~	~~Long Lane, Stifford Clays, Grays~~	~~Section H, Sheet 7~~
~~Thurrock Council~~	~~Gammonfields Way~~	~~Section H, Sheet 7~~
Thurrock Council	Heath Road	Section H, Sheet 7
~~Thurrock Council / National Highways~~	~~A1089 Dock Approach Road~~	~~Section H, Sheet 7~~

21. Schedule 6, Part 2, Streets Subject to Temporary Alteration of Layout — Minor typographical correction

PART 2

STREETS SUBJECT TO TEMPORARY ALTERATION OF LAYOUT

Norfolk County Council

Tabernacle Lane	At access point RG-B026 and RG-B027 (as shown on ~~Secion~~Section A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

22. Schedule 6, Part 2 (Streets Subject to Temporary Alteration of Layout) — Updates to reflect the adoption of Scenarios 11 and 18 — E

Thurrock 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*

			~~Long Lane, Stifford Clays, Grays~~	~~Without Lower Thames Crossing scheme: At access points TN B001A and TN B002A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.~~
			~~Long Lane, Stifford Clays, Grays~~	~~With Lower Thames Crossing scheme: At access points TN B001B and TN B002B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.~~
			~~A1013 Stanford Road / Gammonfields Way~~	~~Without Lower Thames Crossing scheme: At access point TN B003A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.~~
			~~New Lower Thames Crossing road off A1013 Stanford Road / Gammonfields Way~~	~~With Lower Thames Crossing scheme: At access point TN B003B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.~~
23.	Schedule 8, Part 1 (Streets to be temporarily closed for which a diversion is to be provided)	Minor corrections to diversion references	PART 1 STREETS TO BE TEMPORARILY CLOSED FOR WHICH A DIVERSION IS TO BE PROVIDED	E

(1) *Area*	(2) *Street or Public Right of Way to be temporarily closed*	(3) *Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans*	(4) *Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans*
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Westbound	Between points SM-H-008 and SM-H-012 as shown on Section H, Sheets 4 and 6 and Section H, Plan B.	Diversion route via lines SMD-H-015, SMD-H-016, SMD-H-017, SMD-H-~~016~~ 018 and SMD-H-020 as shown on Section H, Plan B.
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Eastbound	Between points SM-H-012 and SM-H-008 as shown on Section H, Sheets 4 and 6 and Section H, Plan B.	Diversion route via lines SMD-H-019, SMD-H-018, SMD-H-017, SMD-H-016 and SMD-H-014 as shown on Section H, Plan B.
Thurrock Council	Buckingham Hill Road	Between points SM-H-011 and SM-H-024 as shown on Section H, Sheet 4.	Diversion route via lines SMD-H-017, SMD-H-~~034~~ 035, SMD-H-~~038~~ 039, SMD-H-~~036~~ 037 and SMD-H-031 as shown on Section H, Plan B.

24.	Schedule 8, Part 1 (Streets to be temporarily closed for which a diversion is to be provided)	Updates to reflect the adoption of Scenarios 11 and 18	E

(1) Area	(2) Street or Public Right of Way to be temporarily closed	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans	(4) Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Eastbound diverge to A1089 Dock Approach Road~~	~~Between points SM H 013 and SM H 020 as shown on Section H, Sheets 6 and 7 and Plan C.~~	~~Diversion route via lines SMD H 030, SMD H 027, SMD H 032, SMD H 034, SMD H 038 and SMD H 010 as shown on Section H, Plan C.~~
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Eastbound merge from A1089 Dock Approach Road~~	~~Between points SM H 020 and SM H 017 as shown on Section H, Sheets 6 and 7 and Plan C.~~	~~Diversion route via lines SMD H042, SMD H 041, SMD H 036, SMD H 032, SMD H 027 and SMD H 023 as shown on Section H, Plan C.~~
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Westbound diverge to A1089 Dock Approach Road~~	~~Between points SM H 016 and SM H 020 as shown on Section H, Sheets 6 and 7 and Plan C.~~	~~Diversion route via lines SMD H 022, SMD H 024, SMD H 027, SMD H 032, SMD H 034, SMD H 038 and SMD H 010 as shown on Section H, Plan C.~~
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Westbound merge from A1089 Dock Approach Road~~	~~Between points SM H 020 and SM H 015 as shown on Section H, Sheets 6 and 7 and Plan C.~~	~~Diversion route via lines SMD H 042, SMD H 041, SMD H 036, SMD H 032 and SMD H 027 as shown on Section H, Plan C.~~

~~Thurrock Council / National Highways~~	~~A1089 Dock Approach Road (Southbound)~~	~~Between points SM-H-016 and SM-H-033 as shown on Section H, Sheet 7 and Plan C.~~	~~Diversion route via lines SMD-H-022, SMD-H-024, SMD-H-027, SMD-H-032, SMD-H-034, SMD-H-038 and SMD-H-040 as shown on Section H, Plan C for approach from East.~~
~~Thurrock Council / National Highways~~	~~A1089 Dock Approach Road (Southbound)~~	~~Between points SM-H-015 and SM-H-033 as shown on Section H, Sheet 7 and Plan C.~~	~~Diversion route via lines SMD-H-030, SMD-H-027, SMD-H-032, SMD-H-034, SMD-H-038 and SMD-H-040 as shown on Section H, Plan C for approach from West.~~

~~Thurrock Council / National Highways~~	~~A1089 Dock Approach Road (Northbound)~~	~~Between points SM-H-033 and SM-H-020 as shown on Section H, Sheet 7 and Plan C.~~	~~Diversion route via lines SMD-H-042, SMD-H-041, SMD-H-036, SMD-H-032 and SMD-H-027 as shown on Section H, Plan C for travelling in Westbound direction.~~
~~Thurrock Council / National Highways~~	~~A1089 Dock Approach Road (Northbound)~~	~~Between points SM-H-033 and SM-H-020 as shown on Section H, Sheet 7 and Plan C.~~	~~Diversion route via lines SMD-H-042, SMD-H-041, SMD-H-036, SMD-H-032, SMD-H-027 and SMD-H-023 as shown on Section H, Plan C for travelling in Eastbound direction.~~
~~Thurrock Council~~	~~A1013 Stanford Road (Northbound)~~	~~Between points SM-H-021 and SM-H-027 as shown on Section H, Sheet 7.~~	~~Diversion route via lines SMD-H-033, SMD-H-032, SMD-H-027, SMD-H-023, SMD-H-022, SMD-H-019, SMD-H-018 and SMD-H-025 as shown on Section H, Plan C for travelling in North East direction.~~
~~Thurrock Council~~	~~A1013 Stanford Road (Southbound)~~	~~Between points SM-H-021 and SM-H-027 as shown on Section H, Sheet 7.~~	~~Diversion route via lines SMD-H-025, SMD-H-020, SMD-H-022, SMD-H-024, SMD-H-027, SMD-H-032 and SMD-H-033 as shown on Section H, Plan C for travelling in South West direction.~~

25.	Schedule 8, Part 2 (Streets to be temporarily closed for which no diversion is to be provided)	Updates to reflect the adoption of Scenarios 11 and 18	PART 2 STREETS TO BE TEMPORARILY CLOSED FOR WHICH NO DIVERSION IS TO BE PROVIDED (1) Area / (2) Street or Public Right of Way to be temporarily closed / (3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans ~~Thurrock Council~~ / ~~Long Lane~~ / ~~Between points SM H 018 and SM H 023 as shown on Section H, Sheet 7.~~ ~~Thurrock Council~~ / ~~Gammonfields Way~~ / ~~Between points SM H 018 and SM H 026 as shown on Section H, Sheet 7.~~	E
26.	Schedule 8, Part 3 (Public rights of way to be temporarily closed for which a diversion is to be provided)	Updates to reflect the adoption of Scenarios 11 and 18	PART 3 PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED FOR WHICH A DIVERSION IS TO BE PROVIDED (1) Area / (2) Public Right of Way / (3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans / (4) Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans	E

			~~Thurrock Council~~	~~Footpath 107~~	~~Between points T FP 16.2 and T FP 16.3 as shown on Section H, Sheet 6~~	~~Diversion route between points T FP 16.2 and T FP 16.3 via lines T FP 16 D1 as shown on Section H, Sheet 6~~
			~~Thurrock Council~~	~~Bridleway 223~~	~~Between points T BR 17.1 and~~	~~Diversion route between points~~
					~~T BR 17.2 as shown on Section H, Sheet 7~~	~~T BR 17.1 and T BR 17.3 via lines T BR 17 D1 as shown on Section H, Sheet 7~~
27.	Schedule 8, Part 4 (Public rights of way to be temporarily closed for which no diversion is to be provided)	Updates to reflect the adoption of Scenarios 11 and 18 and the inclusion of public rights of way diversions with the Lower Thames Crossing	**PART 4** **PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED FOR WHICH NO DIVERSION IS TO BE PROVIDED** *(1) Area* | *(2) Public Right of Way* | *(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans*			E

Thurrock Council	Hoford Road (ORPA) (Prior to Lower Thames Crossing	Between points T-ORPA-1.2 and T-ORPA-1.3 and between points T-ORPA-1.4 and T-ORPA-1.5 as shown on Section H, Sheet 5.
Thurrock Council	Hoford Road (ORPA) (With Lower Thames Crossing)	Between points T-ORPA-1.2 and T-ORPA-1.3 and between points T-ORPA-1.5 and T-ORPA-1.6 as shown on Section H, Sheet 5
Thurrock Council	Bridleway 63	Between points T-BR-12.1 and T-BR-12.2 and between points T-BR-12.3 and T-BR-12.4 as shown on Section H, Sheet 5
Thurrock Council	Footpath 67	Between points T-FP-13.1 and T-FP-13.2 and between points T-FP-13.3 and T-FP-13.4 as shown on Section H, Sheet 5
~~Thurrock Council~~	~~Footpath 61~~	~~Between points T-FP-14.1 and T-FP-14.2 as shown on Section H, Sheet 5~~
Thurrock Council	Footpath 79	Between points T-FP-15.1 and
	(Prior to Lower Thames Crossing)	T-FP-15.2 as shown on Section H, Sheet 6
Thurrock Council	Footpath ~~107~~ 79 (With Lower Thames Crossing)	Between points T-FP-~~16.1~~-15.2 and T-FP-~~16.2 and between points T-FP-16.3 and T-FP-16.1~~-15.3 as shown on Section H, Sheet 6
Thurrock Council	Footpath ~~97~~ 107	Between points T-FP-~~18.1~~-16.1 and T-FP-~~18.2~~-16.2 as shown on Section H, Sheet ~~7~~6

28.	Schedule 9, Access to Works	Updates to reflect the adoption of Scenarios 11 and 18	E

Thurrock Council

(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan Reference as shown on the Access, Rights of Way and Public Rights of Navigation Plans*
~~Long Lane, Stifford Clays, Grays (without Lower Thames Crossing scheme)~~	~~TN B001A and TN B002A~~	~~Section H, Sheet 7~~
~~Long Lane, Stifford Clays, Grays (with Lower Thames Crossing scheme)~~	~~TN B001B and TN B002B~~	~~Section H, Sheet 7~~
~~A1013 Stanford Road / Gammonfields Way (without Lower Thames Crossing scheme)~~	~~TN B003A~~	~~Section H, Sheet 7~~
~~A1013 Stanford Road / Gammonfields Way (with Lower Thames Crossing scheme)~~	~~TN B003B~~	~~Section H, Sheet 7~~

29.	Schedule 11, Land of which temporary possession may be taken	Minor typographical correction		E

(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*
B-20/214, B-20/217, B-20/219, ~~B20-219a~~B-20/219a, B-20/222, B-20/225, B-20/227, B-20/228, B-20/229, B-20/232, B-20/234, B-20/235, B-20/236, B-20/237, B-20/238, B-20/239, B-20/244, B-20/245, B-20/246, B-20/247, B-20/249, B-20/250, B-20/252, B-20/265, B-20/266		

30.	Schedule 11, Land of which temporary possession	Correction to plot reference		E

	may be taken		C-13/9, C-13/10, C-13/13, C-13/14, C-13/15, C-13/16, C-13/17, C-13/18, C-13/22, C-13/31, C-13/44, C-13/53, C-13/60, C-13/61, C-13/69, C-13/73, C-13/80, C-13/93, C-13/~~113~~111, C-13/114, C-13/118, C-13/123, C-13/142, C-13/201	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9
31.	Schedule 11, Land of which temporary possession may be taken	Minor typographical corrections to plot references to follow naming convention and minor correction remove one plot			E

Section G

(1) *Plot number of land shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
G-1/1, G-1/2, G-1/3, G-1/4, G-1/5, G-1/6, G-1/18, G-1/27, G 1/29, G-1/31, G 1/32, G-1/34, G ~~1~~-1/35, G-~~1~~-1/36, G-~~1~~-1/37, G ~~1~~-1/39, G-~~1~~-1/42, G-1/45	Temporary use for construction mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 39
G-2/2, G-2/6, G-2/19, G-2/45, G-2/47, G-~~2~~-2/55, G-2/56, G ~~2~~-2/58, G-2/71, G-~~2~~-2/72, G-2/73, G-~~2~~-2/74, G-2/77, G ~~2~~-2/80, G-2/81, G-~~2~~-2/90, G-2/92, G-~~2~~-2/93, G-2/94, G ~~2~~-2/95, G-2/98, G-~~2~~-2/99, G-2/100, ~~G2-~~G-2/103, G-2/108, G-~~2~~-2/112, G-2/115, G-~~2~~-2/118, G-2/131, G-~~2~~-2/132, G-2/136, G ~~2~~-2/139, G-2/140, G-~~2~~-2/143	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
G-3/13, G-3/15, G-~~3~~-3/16, G-3/22, G-~~3~~-3/28, G-3/29, G ~~3~~-3/30, G-3/33, G-~~3~~-3/34, G-3/35, G-~~3~~-3/37, G-3/40, G ~~3~~-3/43, G-3/48, G-~~3~~-3/56, G-3/64	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 32 Work No. 40
G-4/3, G-4/4, G-4/5, G-4/8, G-4/9, G-4/10, G-4/12, G-4/14, G-~~4~~-4/16, G-4/17, G-~~4~~-4/18, G-4/22, G-~~4~~-4/23, G-4/25, G ~~4~~-4/28, G-4/29, G-~~4~~-4/33, G-4/~~47, G-4/~~48, G-4/53, G	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No 32 Work No. 40

(1) Plot number of land shown on Land Plans	(2) Purpose for which temporary possession may be taken	(3) Relevant part of the authorised development
~~4~~-4/55, G-4/56, G-~~4~~-4/63, G-4/66, G-~~4~~-4/67, G-4/68, G ~~4~~-4/70, G-4/71, G-~~4~~-4/72, G-4/73, G-~~4~~-4/74, G-4/75, G ~~4~~-4/76, G-4/82, G-~~4~~-4/87, G-4/90, G-~~4~~-4/96, G-4/99, G ~~4~~-4/102, G-4/105, G-~~4~~-4/109, G-4/111, G-~~4~~-4/112, G-4/113, G ~~4~~-4/115, G-4/117, G-~~4~~-4/121, G-4/129, G-~~4~~-4/130, G-4/131, G ~~4~~-4/132, G-4/133, G-~~4~~-4/134, G-4/137, G-~~4~~-4/139, G-4/140, G ~~4~~-4/141, G-4/142, G-~~4~~-4/143, G-4/145		
G-5/2, G-5/4, G-5/5, G-5/6, G-5/7, G-5/8, G-5/14, G-5/21, G ~~5~~-5/22, G-5/23, G-~~5~~-5/25, G-5/26, G-~~5~~-5/27, G-5/29, G ~~5~~-5/32, G-5/37, G-~~5~~-5/38, G ~~5~~-5/38a, G-5/48, G-~~5~~-5/50, G-5/58, G-~~5~~-5/60, G-5/64, G ~~5~~-5/65, G-5/70, G-~~5~~-5/75, G-5/77, G-~~5~~-5/78, G-5/80, G ~~5~~-5/82, G-5/85, G-5/88, G-5/90	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

G-6/3, G-6/6, G-6/7, G-6/10, G-6/11, G-~~6~~-6/18, G-6/19, G ~~6~~-6/20, G-6/21, G-~~6~~-6/29, G-6/41, G-~~6~~-6/43, G-6/49, G ~~6~~-6/53, G-6/54, G-~~6~~-6/56, G-6/57, G-~~6~~-6/58, G-6/59, G ~~6~~-6/62, G-6/63, G-~~6~~-6/64, G-6/67, G-~~6~~-6/68, G-6/69, G ~~6~~-6/70, G-6/71, G-~~6~~-6/72, G-6/75, G-~~6~~-6/77, G-6/80, G ~~6~~-6/81, G-6/82, G-~~6~~-6/84, G-6/85, G-~~6~~-6/86, G-6/87, G ~~6~~-6/89, G-6/90, G~~6~~-6/98, G-6/99, G-~~6~~-6/101, G-6/102, G ~~6~~-6/105, G-6/106, G-~~6~~-6/110, G-6/112, G-~~6~~-6/113, G-6/114, G ~~6~~-6/115, G-6/118, G-~~6~~-6/119, G-6/120, G-~~6~~-6/126, G-6/127, G ~~6~~-6/136, G-6/137, G-~~6~~-6/139, G-6/140, G-~~6~~-6/141, G-6/142, G ~~6~~-6/144, G-6/149, G-~~6~~-6/150, G-6/151, G 6/152, G-6/157, G ~~6~~-6/159, G-6/161, G-~~6~~-6/162, G-6/166, G-~~6~~-6/167, G-6/171, G ~~6~~-6/172, G-6/175, G-~~6~~-6/176, G-6/177, G-~~6~~-6/179, G-6/181, G ~~6~~-6/182, G-6/184, G-~~6~~-6/185, G-6/186, G-~~6~~-6/190	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 39 Work No. 40

32.	Schedule 11, Land of which temporary possession may be taken	Amendments to reflect changes to the Class of Rights sought in Section H of the Project, following the Applicant's decision to pursue Scenario B (in respect of Lower Thames Crossing) and consequently remove Scenario A. These changes are as follows:

1) Removal of plots previously sought for Temporary Use (Class 7) as they have been changed to Class 8;
2) Inclusion of land previously sought for Compulsory Acquisition (Class 1) or Permanent Rights (Class 2-6) that is now only required on a Temporary Use (Class 7) basis; and
3) Tweaks to land parcelling/renumbering of parcels.

(1) *Plot number of land shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/~~41, H-1~~45, H-1/47, H-1/48, H-1/49, H-1/52, H-1/53, H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91, H-1/95, H-1/97	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 40
H-1A/2, H-1A/3, H-1A/8, H-1A/9, H-1A/10, H-1A/12, H-1A/14, H-1A/15, H-1A/16	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17A
H-1B/~~1, H-1B-~~2, H-1B/3, H-1B/5, H-1B/8, H-1B/10, H-1B/11, H-1B/12, H-1B/13, H-1B/14, H-1B/15	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A
H-5/6, H-5/8, H-5/10, H-5/20, H-5/27, H-5/28, H-5/29a, H-5/29g, H-5/37, H-5/39, H-5/48, H-5/50, H-5/92, H-5/93, H-5/96, H-5/98, H-5/99, H-5/103, H-5/105, H-5/106, H-5/108, H-5/109, H-5/113, H-5/116, H-5/117, H-5/123, H-5/124, H-5/125, H-5/126, H-5/136, H-5/143, H-5/178	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 18 Work No. 19 Work No. 21 Work No. 22 Work No. 23 Work No. 24 Work No. 24 Work No. 36 Work No. 37
H-6/24b, H-6/30, H-6/47,	Temporary use for construction,	Work No. 19

(1) *Plot number of land shown on Land Plans*	(2) *Purpose for which temporary possession may be taken*	(3) *Relevant part of the authorised development*
H-6/52, H-6/55, H-6/56, H-6/58, H-6/59, H-6/60, H-6/61, H-6/63, H-6/66, H-6/69, H-6/71c, H-6/73, H-6/77, H-6/78, H-6/80, H-6/81, H-6/82, H-6/83, H-6/89, H-6/91, H-6/97, H-6/98, H-6/100, H-6/102, H-6/103, H-6/109, H-6/110	mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 20 Work No. 21 Work No. 22 Work No. 23 Work No. 24 Work No. 37
H-7/1, H-7/3, H-7/6, H-7/7, H-7/10, H-7/13, H-7/14, H-7/15, H-7/7/16, H-7/7/17, H-7/18, H-7/7/22, H-7/7/28, H-7/7/6244a, H-7/7/6955, H-7/7/7656, H-7/7/7864, H-7/7/7973, H-7/80, H-7/81, H-7/83, H-7/84, H-7/93, H-7/95, H-7/97, H-7/98, H-7/99, H-7/100, H-7/102, H-7/104, H-7/105, H-7/128, H-7/131, H-7/138, H-7/139, H-7/140, H-7/141, H-7/142, H-7/143, H-7/144, H-7/145, H-7/145b, H-7/146b, H-7/146c, H-7/147, H-7/148, H-7/150, H-7/151, H-7/153, H-7/154, H-7/155, H-7/156, 7/88	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 19 Work No. 21

33.	Schedule 13, Part 1 (Temporary restriction of waiting and restriction of speed)	Updates to reflect the adoption of Scenarios 11 and 18 and the addition of further sheets.		E

PART 1

TEMPORARY RESTRICTION OF WAITING AND RESTRICTION OF SPEED

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the Traffic Regulation Order Plans*	*(4)* *Note*
Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, ~~Sheet~~Sheets 1 and 1B.	Speed limit to be restricted to 30mph.

34.	Schedule 13, Part 2 (Temporary restriction of access and restriction on movement)	Updates to reflect the adoption of Scenarios 11 and 18 and the addition of further sheets.	PART 2 TEMPORARY RESTRICTION OF ACCESS AND RESTRICTION OF MOVEMENT (1) Area / (2) Road / (3) Extent as shown on the Traffic Regulation Order Plans / (4) Note Essex County Council | Lower Dunton Road | Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, ~~Sheet~~Sheets 1 and 1B. | Prohibition of vehicular access.	E

~~Thurrock Council~~	~~A1013 Stanford Road~~	~~Between points TR H 021 and TR H 022 as shown on section H, Sheet 7.~~	~~Prohibition of vehicular access.~~
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Westbound~~	~~Between points TR H 024 and~~	~~Prohibition of vehicular access.~~
	~~diverge to Dock Approach Road~~	~~TR H 025 as shown on Section H, Sheet 7.~~	
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Westbound merge from Dock Approach Road~~	~~Between points TR H 025 and TR H 029 as shown on Section H, Sheet 7.~~	~~Prohibition of vehicular access.~~
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Eastbound merge from Dock Approach Road~~	~~Between points TR H 025 and TR H 028 as shown on Section H, Sheet 7.~~	~~Prohibition of vehicular access.~~
~~Thurrock Council / National Highways~~	~~A13 Stanford le hope Bypass Eastbound diverge to Dock Approach Road~~	~~Between points TR H 027 and TR H 025 as shown on Section H, Sheet 7.~~	~~Prohibition of vehicular access.~~
~~Thurrock Council / National Highways~~	~~Dock Approach Road~~	~~Between points TR H 025 and TR H 026 as shown on Section H, Sheets 7 and 7A.~~	~~Prohibition of vehicular access.~~
~~Thurrock Council~~	~~Long Lane, Stifford Clays, Grays~~	~~Between points TR H 030 and TR H 031 as shown on Section H, Sheet 7.~~	~~Prohibition of vehicular access.~~
~~Thurrock Council~~	~~Gammonfields Way~~	~~Between points TR H 030 and TR H 032 as shown on Section H, Sheet 7.~~	~~Prohibition of vehicular access.~~

35.	Schedule 16, Protective	Addition of protective provisions for the

Provisions, Part 8	protection of Cadent Gas Limited	PART 8 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;

"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;

"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 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 paragraph 7(2) or otherwise; and/or

(c) 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);

"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 stopped up 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 (*removal of apparatus*) and 8 (*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, section 85 (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.

(2) Paragraphs 7 (*removal of apparatus*) and 8 (*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, section 85 (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 stopped up 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 15 (*permanent stopping up of streets and private means of access*), if Cadent has any apparatus 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 will 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 16 (*temporary stopping up of streets and restriction of use of streets*), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway

(3) The Protective Provisions in this Part of this Schedule apply and take precedence over article 45 (*apparatus and rights of statutory undertakers in stopped up streets*) of the Order which will not apply to Cadent.

Protective works to buildings

5. —(1) The undertaker, in the case of the powers conferred by article 21 (*protective works to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of 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, the undertaker must bear and pay on receipt of an 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 20 working 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, interfere with 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 procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and 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 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 (1) 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 40 working 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.

(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 Cadent's 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 40 working 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 (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 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 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-paragraph (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 promoter and considering their representations.

Co-operation

12.—(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

13. 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

14. 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 safety, economic and efficient operation of Cadent's apparatus.

Notices

15. 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.

36.	Schedule 19, Certified Documents	Amendment to include the Outline employment and skills plan as a certified document following its inclusion in new Requirement 15.	CERTIFIED DOCUMENTS *(1) Document title* / *(2) Document reference* Access, Rights of Way and Public Rights of Navigation Plans — 2.5 Book of reference — 4.3 Design approach to site specific infrastructure — 7.16 Design and Layout Plans (elevations) — 2.6.1 Environmental statement (together with any supplemental or additional environmental information) — 6.1 to 6.21 (inclusive) Land plans — 2.2 Open access land plans — 2.15 Outline archaeological mitigation strategy and outline written scheme of investigation — 7.5 Outline code of construction practice — 7.2 Outline construction traffic management plan — 7.3 Outline employment and skills plan — 8.13 Outline landscape and ecological management plan — 7.4 Outline public rights of way management plan — 7.6 Special category land and Crown land plans — 2.14 Traffic regulation order plans — 2.4 Trees and hedgerows to be removed and/or managed plans — 2.16 Works plans — 2.3	E

Table 2.5 Schedule of Changes to Version E of the draft DCO [REP5-060]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	New definition included in connection with bespoke drafting relating to Lower Thames Crossing (LTC) project interactions	"2017 Regulations" means the Compulsory Purchase of Land (Vesting Declarations) (England) Regulations 2017;(j)	F
2.	Article 2, Interpretation	New definition included in connection with bespoke drafting relating to Lower Thames Crossing (LTC) project interactions	"2025 Order" means the A122 (Lower Thames Crossing) Development Consent Order 2025;(k)	F
3.	Article 2, Interpretation	Drafting added for consistency with other Order definitions.	"access, rights of way and public rights of navigation plans" means the plans listed in Part 1 of Schedule 2 (plans) and certified under article 60 as the access, rights of way and public rights of navigation plans by the Secretary of State for the purposes of this Order, and references to a particular access, rights of way and public rights of navigation plan are to be construed accordingly;	F
4.	Article 2, Interpretation	Drafting added for consistency with other Order definitions.	"design and layout plans (elevations)" means those parts of the design and layout plans – subs & cables listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works, and references to a particular design and layout plan (elevations) are to be construed accordingly;	F

5.	Article 2, Interpretation	New definition included in connection with drafting relating to the potential for discharge of requirements to be carried out by a proposed DESNZ unit.	"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 in this Order;	F
6.	Article 2, Interpretation	Update to remove duplication.	"electric line" has the meaning set out in section 64(1) (interpretation etc. of Part 1) of the 1989 Act which includes but is not limited to new pylons, foundations and steelwork, conductors, insulators and fittings, fibre optic earthwire conductors, joint boxes, joint pits, joint bays, cables, cable ducts~~,~~ and link pillars ~~and cables~~;	F
7.	Article 2, Interpretation	New definitions included in connection with bespoke drafting relating to LTC project interactions.	"LTC" means the Lower Thames Crossing project; "LTC compensatory habitat works" means Work No. 20; "LTC undertaker" means National Highways Limited (Company Number 09346363) or any other party to whom the benefit of the 2025 Order is transferred under any statutory provision;	F
8.	Article 2, Interpretation	Correction of minor typographical errors.	"operational use" occurs when the relevant part of the authorised development first transmits electricity after the date of its final commissioning: (a) in respect of the ~~NGET Works~~National Grid works, at either ~~275kV~~275 kilovolts or higher voltages; and (b) in respect of the UKPN ~~Works~~works, at either ~~230volts~~230 volts or higher voltages.	F
9.	Article 2, Interpretation	Updates to clarify that the Class 8 uncoloured (white) land is excluded from the Order land	"Order land" means the land shown on the land plans and described in the book of reference excluding the white land;	F
10.	Article 2, Interpretation	Correction of a minor typographical error.	"outline construction traffic management plan" means the document of that description (together with its appendices) (document 7.3) certified by the Secretary of State as the outline ~~code of~~ construction ~~practice~~traffic management plan for the purposes of this Order under article 60 (certification of documents);	F
11.	Article 2, Interpretation	Updates to reflect potential for discharge of requirements to be carried		F

		out by a proposed DESNZ unit.	"relevant planning authority" means, in any given provision of this Order (except in article 56 (safeguarding) and subject to paragraph 1(6) of Schedule 3 (requirements) and paragraph 1(1) of Schedule 4 (discharge of requirements))— (a) for an area to which the provision relates in respect of which there is both a district planning authority and a county planning authority for the purposes of Part I (Planning Authorities) of the 1990 Act, the district planning authority; and (b) for an area to which the provision relates in respect of which there is only one local planning authority for the purposes of that Part, that one local planning authority,	
12.	Article 2, Interpretation	Correction of a minor typographical error.	"the table of parameters" means the information shown on the ~~sheet~~sheets labelled as Table of Parameters within the works plans;	F
13.	Article 2, Interpretation	Correction of a minor typographical error.	"traffic regulation order plans" mean the plans listed in Part 6 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular traffic regulation order plan ~~is~~are to be construed accordingly;	F
14.	Article 2, Interpretation	Update for consistency with statutory instrument drafting convention.	"UKPN ~~Works~~works" means those works to UKPN assets or equipment forming part of the authorised development, including Work Nos. 25 to 36; This correction has been made throughout the 3.1 Draft Development Consent Order (Revision F). To ensure this schedule is kept as legible as possible, no further instances of this change are listed in this Table 2.5.	F
15.	Article 2, Interpretation	New definition of "white land" required to clarify the scope of the definition of "Order land"	"white land" means the land uncoloured (white) and identified as "Class 8 – Land not subject to powers of temporary acquisition nor temporary use" on the land plans and recorded as Class 8 in table 2.1 of the book of reference;	F
16.	Article 2, Interpretation	Correction of a minor typographical error.	(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 under this Order, or over which rights are created or acquired~~,~~ under this Order, or which is otherwise comprised in the Order limits.	F
17.	Article 3,	Correction of a minor		F

	Development consent etc. granted by the Order	typographical error.	(3) UKPN may— (a) ~~Subject~~subject to paragraphs (3), (4) and (5) of article 6 (benefit of Order) carry out the UKPN ~~Works~~works; and	
18.	Article 5, Limits of deviation	Removal of the vertical upwards limits of deviation required by the Defence Infrastructure Organisation for safety and operational reasons.	**Limits of deviation** 5. —(1) Subject to ~~paragraph~~paragraphs (4) and (5), in respect of the overhead electric line and underground electric line works forming part of the authorised development for which it is granted development consent by paragraph (1) of article 3 (development consent etc. granted by the Order), the undertaker may—	F
19.	Article 6, Benefit of Order	Correction of minor typographical errors and inclusion of LTC undertaker as a party with the benefit of the Order in respect of the LTC compensatory habitat works only.		F
20.	Article 8, Application of the 1990 Act	Updated for clarification purposes.	(4) For the purposes of the 1990 Act, the UKOP protective works ~~do~~are deemed not ~~constitute~~to involve the development of land requiring ~~consent under section 55~~planning permission.	F

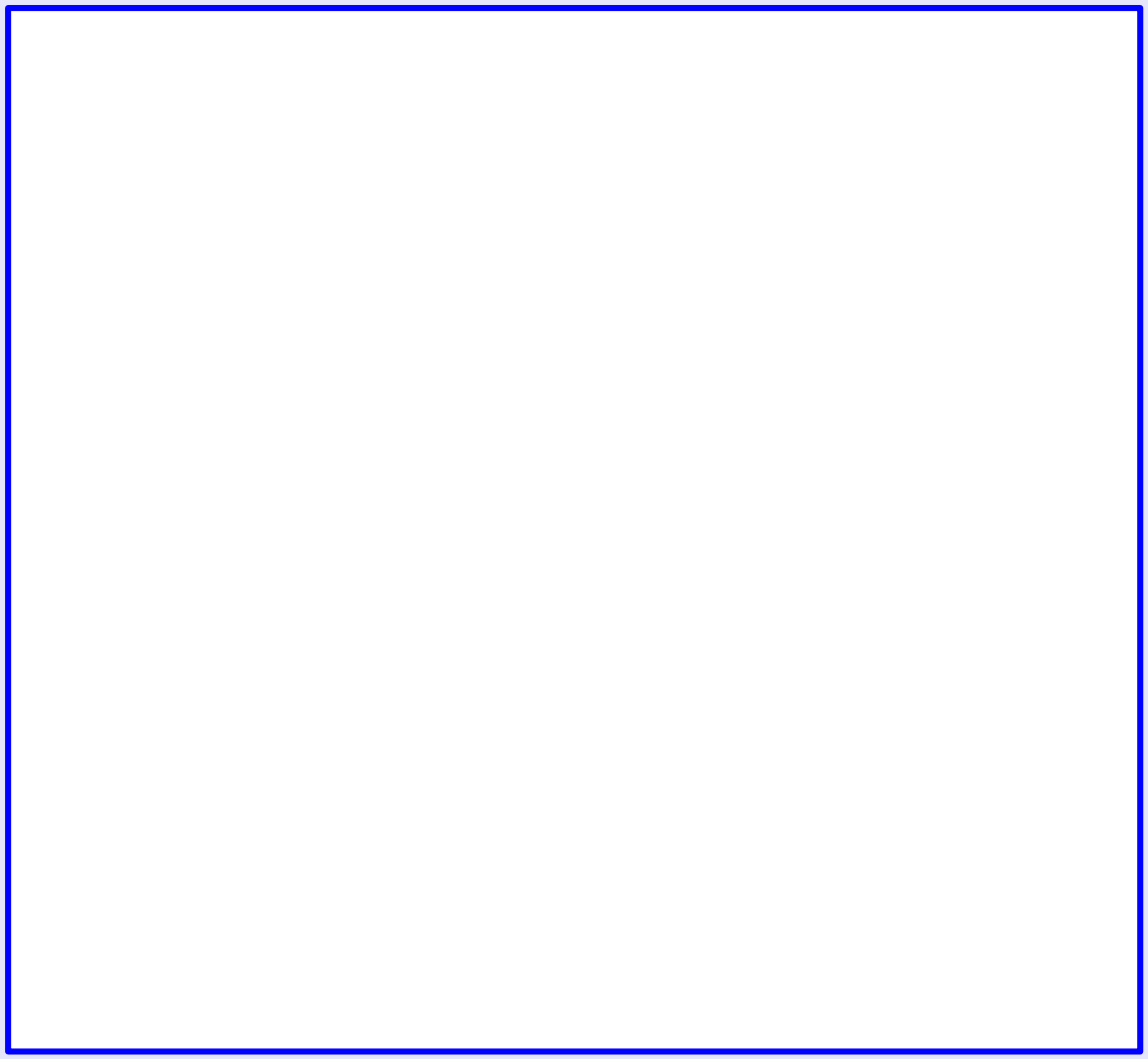
21.	Article 10, Planning Permission and other consents	Update following request from the ExA to clarify that enforcement action may be taken where an inconsistency arises as a result of a breach of a permission or consent.	(4) Where any development to which this article relates is carried out or used 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).	F
22.	Article 12, Application of the Permit Schemes	Updated to clarify that the permit schemes are applied subject to the provisions of the article.	**Application of the Permit Schemes** **12.**—(1) The permit schemes apply to the construction and maintenance of the authorised development and will have effect in connection with the exercise by the undertaker of any powers conferred by this Part subject to the provisions of this article.	F
23.	Article 13, Application of the 1991 Act	Correction of a minor typographical error.		F
24.	Article 15, Permanent stopping up of streets and public rights of way	Correction of a minor typographical error.		F

25.	Article 18, Construction, alteration and maintenance of streets and other structures	Correction of a minor typographical error.	(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.	F
26.	Article 19, Agreements with street authorities	Update to the scope of agreements of street authorities to be consistent with the National Grid (Bramford to Twinstead Reinforcement) Order 2024.		F
27.	Article 23, Removal of human remains	Updated to reflect the Applicant's proposed drafting in response to EXQ 2.A3.	(13) In the case of remains in relation to which paragraph (12) applies, the undertaker— (a) may remove the remains; (b) must apply for direction from the Secretary of State under paragraph (15) as to ~~their subsequent~~the treatment of the remains (including their treatment prior to, during and after removal); and (c) must deal with the remains in such manner, and subject to such conditions, as the Secretary of State directs~~.~~, in each case in accordance with any applicable terms of a relevant written scheme of investigation approved under paragraph 5 (archaeology) of Schedule 3 (requirements), unless the Secretary of State directs otherwise.	F
28.	Article 25, Compulsory acquisition of	Correction of typographical error in Schedule cross-referencing.		F

	rights			
29.	Article 25, Compulsory acquisition of rights	Updated to improve clarity.	(4) 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 ~~other than~~; except that in respect of the UKPN ~~Works where~~works no such consent is required.	F
30.	Article 26, Acquisition of subsoil or airspace only	Correction of typographical error in legislation reference.	(a) Section 153(4A) was inserted by section 200(2) of the Housing and Planning Act 2016 (c.22).	F
31.	Article 27, Temporary use of land by National Grid	Update to bring Article 27 (temporary use of land by National Grid) into alignment with the wording of Article 25 (compulsory		F

		acquisition of rights). This accords with the drafting of article 35 of the A122 (Lower Thames Crossing) Development Consent Order 2025.		
32.	Article 27, Temporary use of land by National Grid	Correction of typographical error.	(e) remove any ground-strengthening works (being either works listed in Schedule 11 of this ~~order~~Order or other works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;	F
33.	Article 27, Temporary use of land by National Grid	Correction of typographical error.	(e) remove any ground-strengthening works (being works to provide safe and stable ground conditions~~)~~) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;	F
34.	Article 28, Temporary use of land by UKPN and UKOP	Update to bring Article 28 (temporary use of land by UKPN and UKOP) into alignment with the wording of Article 25 (compulsory acquisition of rights). Follows the principle of Article 27 (temporary use of land by National Grid).		F

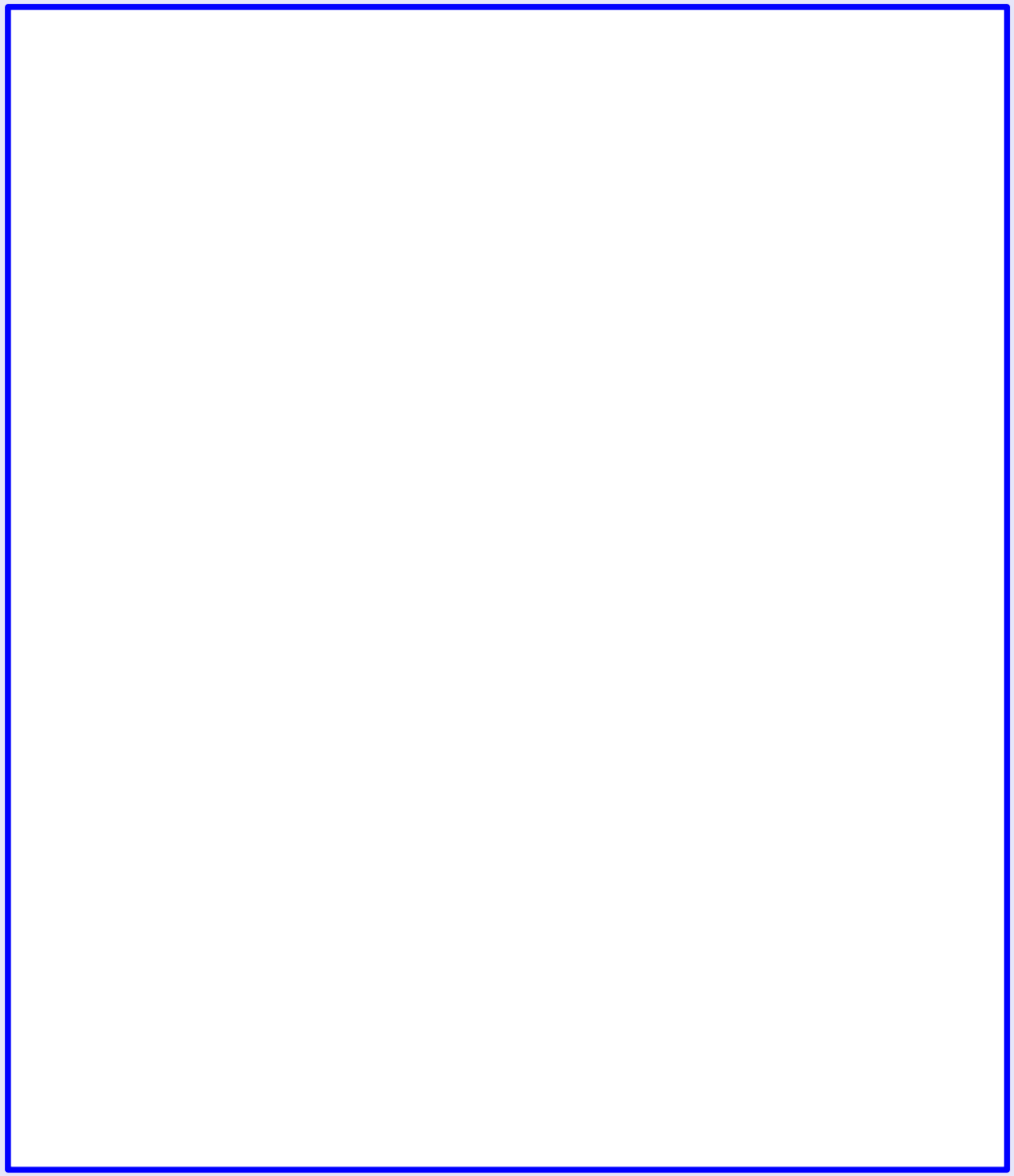
			(ii) any other Order land in respect of the UKPN ~~Works~~works in respect of which no notice of entry has been served under section 11 of the 1965 Act ~~(other than in connection with the acquisition of rights only)~~ and no declaration has been made under section 4 of the 1981 Act (other than a notice of entry or a declaration in connection with the acquisition of rights or the imposition of restrictive covenants only);	
35.	Article 36, Application of the 1981 Act and Modification of 2017 Regulations	Updates requested by National Highways for LTC to enable National Grid to vest land in the LTC undertaker, statutory undertakers or local authorities as appropriate. Bespoke drafting relating to the modification of the Compulsory Purchase of Land (Vesting Declarations) (England) Regulations 2017 has been requested by LTC to ensure that Form 1 and Form 2 in those regulations is accounts for the vesting of land in National Highways (as LTC undertaker) to facilitate the LTC compensatory habitats works.		F

				
36.	Article 37, Application of Part 1 of the 1965 Act	Correction of typographical error.		F

37.	Article 38, Extinguishment and suspension of private rights	Update to differentiate between the use of the term “commence” which excludes “pre-commencement operations” and to ensure that private rights and restrictive covenants are extinguished as soon as any activity that would breach them is begun.		F
38.	Article 41, Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or	Correction of typographical error.	(2) All private rights or restrictive covenants in relation to apparatus belonging to National Grid or UKPN removed from any land to which this article applies are extinguished from the date on which National Grid or UKPN gives up temporary possession of that land under article 27 (temporary use of land by National Grid) or 28 (temporary use of land by UKPN and UKOP), as the case may be.	F

	UKPN removed from land subject to temporary possession			
39.	Article 43, Special category land	Correction of typographical error.	**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 ~~must~~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.	F
40.	Article 45, Apparatus and rights of statutory undertakers in stopped-up streets	Correction of typographical errors.	(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— (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~~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~~the allowable costs must be borne by the undertaker and the statutory undertaker in such proportions as may be prescribed by any such regulations.	F
41.	Article 48, Defence to proceedings in respect of statutory nuisance	Updates following ExA question at Issue Specific Hearing 3 (DCO) to provide that compliance with the noise controls set out in requirement 14 (control of noise during operational stage) of Schedule 3 (requirements)		F

is capable of forming a defence to statutory nuisance. Minor consequential changes to include reference to "operation".



(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(**c**) in relation to the construction of the authorised development then the local authority must also have regard to the controls and measures relating to noise referred to

			in the relevant code of construction practice and the relevant construction traffic management plan approved under Schedule 3 (requirements).	
42.	Article 50, Felling or lopping	New paragraph (11) is included to clarify that paragraph (1) does not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management. This paragraph was inserted to provide clearer protections for ancient or veteran trees and following questions from the panel at the Issue Specific Hearing 3.	(11) Paragraph (1) does not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management.	F
43.	Article 51, Trees subject to Tree Preservation Orders	New paragraph (6) provides that paragraphs (1) and (2) do not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant		

		planning authority and there is no alternative to its removal or management. This paragraph was inserted to provide clearer protections for ancient or veteran trees and following questions from the panel at the Issue Specific Hearing 3.		
			(6) Paragraphs 50(1) and (2) do not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management.	
44.	Article 55, Procedure regarding certain approvals etc.	Updates to reflect potential for discharge of requirements to be carried out by a proposed DESNZ unit.		F
45.	Article 59, Amendment of local	New paragraphs (5) to (6) added following engagement with LTC to ensure that the		F

legislation	disapplication of local legislation does not apply to the A122 (Lower Thames Crossing) Development Consent Order 2025 and which clarify that, to the extent that there is any inconsistency or conflict between (a) any works authorised under this Order or the exercise by the undertaker of its powers under this Order and (b) the provisions of the A122 (Lower Thames Crossing) Development Consent Order 2025, there is deemed to be no breach of the A122 (Lower Thames Crossing) Development Consent Order 2025. A new paragraph (7) is added that amends the A122 (Lower Thames Crossing) Development Consent Order 2025 to provide further flexibility to the LTC undertaker in connection with the compliance with its obligations relating to habitat works to account for the interaction between	

		the two projects.		
46.	Schedule 1, Authorised Development	Correction of typographical errors.		F
47.	Schedule 1, Authorised Development	Correction of typographical errors.		F
48.	Schedule 1, Authorised Development	New Work No.20 to provide for the implementation of compensatory habitats as a result of the interaction between the Project and LTC.	**Work No. 20 ~~— not used~~ – LTC Compensatory Habitat Works** Works as shown on Section H Sheets 4, 5 and 6 of the works plans and being the implementation of compensatory habitats.	F
49.	Schedule 1, Authorised Development	Correction of a typographical error.		F

50.	Schedule 2, (Plans) Parts 2, 3, 5, 8 (inclusive)	The changes reflect the updates to the revision number of various plans listed in Schedule 2 (Plans) due to land parcel data updates due to new land interest information arising; amendments in response to the Defence Infrastructure Organisation (DIO), to avoidance of veteran trees and avoidance of SPR/EA1 substation near Bramford.	Various amendments to the revision number.	F
51.	Schedule 3, Requirements (Paragraph 1)	New definitions added in connection with the new Biodiversity Net Gain requirement (requirement 11)		F

				
52.	Schedule 3, Requirements (Paragraph 1)	New definitions added in connection with new drafting surrounding the proposed off site planting scheme	"lost tree" means any individual tree removed as a direct result of the construction of the authorised development during the construction period; "off site planting delivery scheme" means a written programme for the timing and delivery of off site replacement tree planting in respect of each stage of the authorised development, prepared in accordance with requirement 9 of this Order and substantially in accordance with the outline off site planting delivery scheme; "replacement trees" means trees to be planted in replacement of lost trees in accordance with requirement 9 of this Order, at a ration of three replacement trees for every one lost tree;	F
53.	Schedule 3, Requirements (Paragraph 1)	New definitions added in connection with new requirements included following engagement with the Defence Infrastructure Organisation	"Ministry of Defence" means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George's House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire WS14 9PY;	F

			"Wattisham Aerodrome safeguarding zone" means the statutory aerodrome safeguarding zone surrounding Wattisham Aerodrome as defined in the statutory safeguarding map for Wattisham Station produced by the Ministry of Defence on 8 May 2013 or in any replacement safeguarding map for Wattisham Station that may be issued by the Ministry of Defence.	
54.	Schedule 3, Requirements (Paragraph 1)	Updates to provide for the potential for the DESNZ unit to discharge requirements in place of the relevant planning or highway authority.	(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 each requirement in this Schedule or any document referred to in any such requirement, the "relevant planning authority" (and in paragraph 7(3) of this Schedule the "relevant highway authority") means either— (a) the DESNZ unit; or (b) the body that would otherwise have been the "relevant planning authority" for the purposes of that definition in article 2 (interpretation) (and in paragraph 7(3) of this Schedule the body that would otherwise have been the "relevant highway authority" for the purposes of that definition in article 2 (interpretation)) if not for the establishment of the DESNZ unit, in each case as identified by the undertaker pursuant to paragraph 1(1) of Schedule 4 (discharge of requirements).	F
55.	Schedule 3, Requirements (Paragraph 5)	Update to remove reference to "on the relevant land" for clarification reasons following ExA question at Issue Specific Hearing 3 (DCO).	5. Archaeology (1) No archaeological evaluation works may begin until a written scheme of investigation for those archaeological evaluation works ~~on the relevant land~~ has been submitted to, and approved by, the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.	F
56.	Schedule 3, Requirements (Paragraph 5)	Correction of a typographical error.		F

57.	Schedule 3, Requirements (Paragraph 7)	Updates to provide for the potential for the DESNZ unit to discharge requirements in place of the relevant planning or highway authority and, therefore, to be the body to request certain works to be undertake outside core working hours.	(4) The following operations may take place outside the core working hours and, as the case may be, the hours referred to in sub-paragraph (3)— (a) trenchless crossing operations including 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 (included but not limited to) 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) any highway works requested by the relevant highway authority or the DESNZ unit to be undertaken on a Saturday or Sunday or outside the core working hours; (m) delivery to the transmission works of abnormal indivisible loads and any highway works requested by the relevant highway authority or the DESNZ unit to be undertaken outside the core working hours; and	F
58.	Schedule 3, Requirements (Paragraph 8)	Minor drafting clarifications.		F

				
59.	Schedule 3, Requirements (Paragraph 9)	Update to secure an off site replacement planting delivery scheme. Please also refer to new definitions in row 52 above.	(8) No stage of the authorised development shall be brought into operational use until the off site planting delivery scheme for that stage has been submitted to the relevant planning authority for that stage. (9) Each off site planting delivery scheme must be in substantial accordance with the outline off site planting delivery scheme. (10) Each off site planting delivery scheme must— (a) establish the requirement for off-site replacement tree planting in relation to lost trees, in line with the details submitted pursuant to requirements 8 and 9; (b) identify the approach to off-site replacement tree planting and site selection criteria; (c) identify (where appropriate) the location of the off-site replacement tree planting or, alternatively, details of the organisation which shall deliver the off-site replacement trees, such delivery to be funded by the undertaker; and (d) identify the proposed timings for the delivery of the off-site replacement tree planting. (11) Within two months of completion of delivery of the off site planting delivery scheme for each stage of the authorised development, the undertaker must provide a completion report to the relevant planning authority.	F
60.	Schedule 3, Requirements (Paragraph 11)	Requirement deleted to remove duplication following the inclusion of a revised Requirement 12		F

		(design of permanent buildings and link pillars).	~~11. Approval of details having regard to the design approach for site specific infrastructure~~ ~~(1) No part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) may commence until details of the external colour of those buildings have been submitted to, the relevant planning authority, and the relevant planning authority has confirmed that the details are in general accordance with the design approach for site specific infrastructure.~~ ~~(2) The external colour of those buildings forming part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) must be maintained in accordance with the details approved by the relevant planning authority under sub-paragraph (1).~~	
61.	Schedule 3, Requirements (Paragraph 11)	Inclusion of a new requirement to secure the Applicant's commitment to deliver biodiversity net gain. The Applicant has given a voluntarily commitment to secure a 10% biodiversity net gain as part of the authorised development. Previously, as is detailed in the Biodiversity Net Gain Report, the Applicant intended to submit a unilateral undertaking under s.106 of the Town and Country Planning Act 1990 to secure this commitment. However, following representations from the local planning authorities and the ExA, the Applicant is now proposing a requirement to secure this commitment.	11. Biodiversity Net Gain (1) Prior to the commencement of the authorised development, the interim biodiversity net gain assessment must be submitted to each relevant planning authority. (2) Within six months of the date on which the construction period ends for the authorised development, a final biodiversity net gain assessment must be submitted to each relevant planning authority. (3) In the event that the final biodiversity net gain assessment demonstrates that less than 10% biodiversity net gain has been achieved overall across the Order land following construction of the authorised development, a biodiversity offsetting scheme shall be submitted to each relevant planning authority. (4) The biodiversity offsetting scheme will be implemented by the undertaker acquiring biodiversity units from third party landowners who have entered into legal agreements with the relevant planning authority or responsible body (as applicable) to secure their land for the purposes of biodiversity net gain for a minimum period of 30 years and will identify proposed timings for the securing of offsite biodiversity enhancements. (5) Within two months of completion of the biodiversity offsetting scheme, the undertaker must submit a report confirming completion to the relevant planning authority.	F
62.	Schedule 3,	Revisions to Requirement		F

Requirements (Paragraph 12)	12 to provide for the submission and approval of certain design details relating to permanent buildings and link pillars following the ExA's Second Written Questions.	**12.** Design of permanent buildings and link pillars (1) Any permanent ~~buildings~~building or link pillar forming part of the authorised development must be in general accordance with the design approach for site specific infrastructure, unless otherwise agreed in writing by the relevant planning authority. (2) No works in connection with any matter to be agreed further to sub-paragraphs (3) and (4) below in respect of any permanent building or link pillar may commence until the design details of that permanent building or link pillar (such details having first been taken through the design review panel process described in the design approach for site specific infrastructure) have been submitted to and approved by the relevant planning authority. (3) In this requirement, the design details of the permanent buildings required to be approved comprise the following— (a) colour; and (b) materials finish. (4) In this requirement, the design details of the link pillars required to be approved comprise the following— (a) colour of control cabinet; (b) ground surface treatment; and (c) fencing appearance. (5) The authorised development must be carried out in accordance with the approved design details of the permanent buildings and link pillars.

			(6) Notwithstanding the definition of "building" in article 2 (interpretation), for the purposes of this requirement, "permanent building" means the following: (a) the gas insulated switchgear building at Bramford Substation; (b) the northern and southern extension to the gas insulated switchgear building at Bramford Substation; (c) the central control building at the East Anglia Connection Node Substation; (d) the amenities building at the East Anglia Connection Node Substation; (e) the dynamic reactive compensator buildings at East Anglia Connection Node Substation; (f) the gas insulated switchgear building and gas insulated hall annexe at Tilbury North Substation; (g) the portable relay rooms at Bramford Substation and the East Anglia Connection Node Substation; (h) the distribution network operator buildings at the East Anglia Connection Node Substation and Tilbury North Substation; (i) the portable relay rooms at Bramford Substation and the East Anglia Connection Node Substation; and (j) any acoustic enclosures at Bramford Substation, the East Anglia Connection Node Substation and Tilbury North Substation, and excludes any "electrical plant" or "electric line" as are both defined in section 64(1) of the 1989 Act.(a)	
63.	Schedule 3, Requirements (Paragraph 14)	Minor drafting clarifications		F

				
64.	Schedule 3, Requirements (Paragraph 14)	Inclusion of drafting to secure operational noise controls for Tilbury North Substation.	 The addition of this Sub-paragraph (2) means that the numbering for the remaining Sub-paragraphs for Paragraph 14 are revised accordingly.	F
65.	Schedule 3, Requirements (Paragraph 14)	Minor drafting clarifications.	(4) ~~(3)~~ The determination of LAr,~~Tr~~15minutes must be in accordance with BS 4142:2014+A1:2019. The reference method set out in Annex D to BS 4142:2014+A1:2019 (or any successor thereto) must be used to determine and demonstrate the applicable tonal penalty, where the maximum +6 dB rating penalty has not been applied. The noise investigation protocol must identify—	F
66.	Schedule 3,	Inclusion of new		F

	Requirements (Paragraph 16)	requirement to secure the agreement of a liaison protocol designed to provide data on the deployment of cranes and pylon installation/removal works to be agreed with the Ministry of Defence (MOD) and submitted to the relevant planning authority before works can take place within the Wattisham Aerodrome safeguarding zone. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.	16. Ministry of Defence Temporary Structure Deployment Management (Wattisham Station Aerodrome) (3) The authorised development must be carried out in accordance with the details agreed with the Ministry of Defence and submitted to the relevant planning authority, unless otherwise agreed with the relevant planning authority following consultation with the Ministry of Defence.	
67.	Schedule 3, Requirements (Paragraph 17)	New requirement to secure notification and operation in accordance with cranage deployment protocols. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.		F
68.	Schedule 3,	New requirement to restrict		F

	Requirements (Paragraph 18)	infrastructure height within specified parameters. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.		
69.	Schedule 3, Requirements (Paragraph 19)	New requirement to restrict infrastructure height within specified parameters. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.		F
70.	Schedule 3,	New requirement to restrict		F

	Requirements (Paragraph 20)	infrastructure height within specified parameters. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.		
71.	Schedule 3, Requirements (Paragraph 21)	New requirement to ensure the MOD is notified and kept updated in respect of precise details of the construction and removal of pylons and any changes to them. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.		F

72.	Schedule 4, Discharge of Requirements (Paragraph 1)	New paragraph to provide for the potential for the DESNZ unit to discharge requirements in place of the relevant planning or highway authority.	*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— (i) the DESNZ unit as if it were the relevant planning authority for the purposes of the requirement in question (or in paragraph 7(3) of the "relevant highway authority"); or (ii) the body that would otherwise have been the relevant planning authority as defined in article 2 (interpretation) (and in paragraph 7(3) of Schedule 3 the body that would otherwise have been the "relevant highway authority" as defined in article 2 (interpretation)) if not for the establishment of the DESNZ unit; and (b) in the case of any requirement (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 if it had been 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. Consequential cross-referencing updates have been made throughout Schedule 4 and are not repeated here.	F
73.	Schedule 4, Discharge of Requirements (Paragraph 3)	Updates to following engagement throughout the Examination and discussions underpinning statements of common ground to clarify that unless a legal agreement secures other fee arrangements: - Fees are payable per application in accordance with the prescribed fees (which may include fees		F

		newly capable of being charged under the Infrastructure Planning (Fees) Regulations 2010) - In the absence of a prescribed fee, the fee of £298 - Rather than refunding the Applicant, the relevant authority must retain any fee paid for an application that is invalidly made and credit it to a future application. - The fee provisions do not apply if the DESNZ unit is discharging requirements.	*Fees* 3.—(1) ~~Where~~ Other than when the relevant authority is the DESNZ unit, where an application is made to a relevant authority for ~~any~~one or more consent, agreement or approval required by a requirement (including one or more consent, agreement or approval in respect of part of a requirement), unless a bespoke arrangement has been agreed between the applicant and relevant authority and legally secured, 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~~ (a) where a fee may be charged under regulation 12A of the Infrastructure Planning (Fees) Regulations 2010(a) (fees in relation to the provision of relevant services) such applicable fee for the application or, where no such fee may be charged, such applicable 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 £298 ~~per request unless a bespoke arrangement has been agreed between the applicant and relevant authority and legally secured~~for each application. ~~(2) Any fee paid under this Schedule must be refunded to the undertaker within 25 business days of—~~ ~~(a) the application being rejected as invalidly made; or~~ ~~(b) the relevant authority failing to determine the application within 25 business days from the date on which it is received,~~ (2) ~~unless within that period the undertaker agrees in writing that the fee may~~ Any fee paid under this Schedule in respect of an application that is rejected as invalidly made must be retained by the relevant authority and credited in respect of a future application.	
74.	Schedule 6, Streets Subject to Alteration of Layout, Part 1	Removal of duplicated wording	<table><tr><td>Ardleigh Road</td><td>At access point JC-B071 (as shown on Section C, Sheet 15), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, fencing/gates, a suitable drainage system and utility works as required ~~and utility works as required~~.</td></tr></table>	F
75.	Schedule 6, Streets Subject to Alteration of	Update to reflect newly defined term.		F

	Layout, Part 1				

New Lower Thames Crossing road off Brentwood Road	With ~~Lower Thames Crossing scheme~~LTC: At access points TN-B007B1 and TN-B007B2 (as shown on Section H, Sheet 6), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	

Similar updates to reflect definitions are made throughout the schedules and are not individually replicated in this document.

76.	Schedule 6, Streets Subject to Alteration of Layout, Part 2	Correction of typographical errors.			F

Mellis Road	At access points RG-B074 and ~~RG-B75~~RG-B075 (as shown on Section B, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1120 ~~Bells~~Bell's Lane	At access points RG-B093 and RG-B094 (as shown on Section B, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Track ~~of~~off Water Lane	At access points JC-B031 and JC-B032 (as shown on Section C, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

77.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Correction of typographical errors.					F

Essex County Council / National Highways	A120 northbound diverge	Between points SM-C-074 and SM-C-075 as shown on Section C, Sheet 16.	Diversion route via lines SMD-C-091, SMD-C-096, ~~SMD~~SMD-C-095, SMD-C-090, SMD-C-087 as shown on Section C, Plan E.

78.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 3	Correction of typographical errors.	<table><tr><td>Thurrock Council</td><td>Hoford Road (ORPA)</td><td>No ~~Temporary~~temporary closure (diversion is additional temporary provision)</td><td>Between points T-ORPA-1.1 and T-ORPA-1.2 via lines T-ORPA-1-D1 as shown on Section H, Sheet 4</td></tr></table>	F
79.	Schedule 9, Access to Works	Correction of typographical errors.	<table><tr><td>Ash ~~Road~~Road</td><td>RG-B068 and RG-B069</td><td>Section B, Sheet 3</td></tr></table>	F
80.	Schedule 10, Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	Correction of typographical error.	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 ~~9~~10 to the National Grid (Norwich to Tilbury) 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.	F
81.	Schedule 10, Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	Inclusion of drafting omitted in error and referred to in article 25(2) (compulsory acquisition of rights). Drafting provides a process for disputes over compensation and scope of acquisition where a notice to treat relates to the acquisition of rights or the imposition of a restrictive covenant over part of a person's land and	6. For section 8 of the 1965 Act (provisions as to divided land) substitute—	F

		the effect of that notice to treat would be material detriment to the remainder of the land.	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 National Grid (Norwich to Tilbury) 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.".	
82.	Schedule 10, Modification of Compensation and Compulsory Purchase Enactments	Correction of typographical error.		F

	for Creation of New Rights		*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~~material detriment to the house, building or factory, or (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.	
83.	Schedule 11, Land of which Temporary Possession may be taken	Updates to reflect that plots have been removed from the book of reference following land referencing data refresh.	B-20/7, B-20/8, B-20/27, B-20/37, B-20/39, B-20/43, B-20/44, B-20/47, B-20/48, B-20/51, B-20/61, B-20/63, B-20/70, B-20/71, B-20/72, B-20/80, B-20/82, B-20/83, B-20/95, B-20/96, B-20/101, B-20/104, B-20/105, B-20/108, B-20/114, B-20/136, B-20/149, B-20/152, B-20/156, B-20/169, B-20/171, B-20/172, B-20/173, B-20/174, B-20/175, B-20/177, B-20/178, B-20/180, B-20/182, B-20/186, B-20/189, B-20/194, B-20/196, B-20/197, B-20/200, B-20/201, B-20/204, B-20/205, B-20/211, B-20/212, B-20/213,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 3 Work No. 4 Work No. 5 Work No. 27 Work No. 28 Work No. 29 Work No. 37 Work No. 40	F

			C-2/2, C-2/5, C-2/7, C-2/13, C-2/14, C-2/15, C-2/16, C-2/23, C-2/24, C-2/26, C-2/27, C-2/28, C-2/29, C-2/40, C-2/48, C-2/53, C-2/59, C-2/61, C-2/62, C-2/64, C-2/65, C-2/66, C-2/67, C-2/68, C-2/70, C-2/71, C-2/74, C-2/75, C-2/77, C-2/78, C-2/81, C-2/84, C-2/85, C-2/86, C-2/87, C-2/89, C-2/92, C-2/93, C-2/94, C-2/96, C-2/97, C-2/~~99, C-2/~~100, ~~C-2/101~~, C-2/103, C-2/105, C-2/106, C-2/~~107, C-2/~~108, C-2/109, C-2/110, C-2/111, C-2/112, C-2/113, C-2/115, C-2/116, C-2/117, C-2/119, C-2/122, C-2/123, C-2/125, C-2/126, C-2/132, C-2/134, C-2/136, C-2/138, C-2/139, C-2/140	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 29 Work No. 30 Work No. 40
			D-2/3, D-2/7, D-2/10, D-2/12, D-2/21, D-2/22, D-2/25, D-2/~~30, D-2/~~31, D-2/35, D-2/37, D-2/50, D-2/56	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9 Work No. 10 Work No. 11 Work No. 37 Work No. 38
			D-6/1, D-6/4, D-6/6, D-6/7, D-6/8, D-6/9, D-6/10, D-6/11, D-6/12, D-6/14, D-6/16, D-6/19, D-6/20, D-6/22, D-6/26, D-6/27, D-6/29, D-6/31, D-6/35, D-6/44, D-6/53, D-6/57, D-6/59, D-6/61, D-6/63, D-6/64, D-6/65, ~~D-6/66~~	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
84.	Schedule 12, Extinguishment of Private	Updates to reflect that plots have been removed from the book of reference	District of Babergh	C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/~~99, C-2/~~100, C-2/103, C-2/105, C-2/106, C-2/119, C-2/122, C-2/123	F

	Rights and Restrictive Covenants Relating to Apparatus Belonging to National Grid or UKPN Removed from Land Subject to Temporary Possession	following land referencing data refresh.		
85.	Schedule 16, Protective Provisions, (Part 3 – For the Protection of Flood Authorities)	Updates made following engagement with flood authorities.	PART 3 FOR THE PROTECTION OF ~~DRAINAGE AND~~ FLOOD AUTHORITIES **Application** 1. The provisions of this Part have effect for the protection of the ~~drainage authority and~~ flood authority unless otherwise agreed in writing between the undertaker~~, the drainage authority~~ and flood authority. **Interpretation** 2. In this Part of this Schedule— "construction" includes execution, placing, altering, replacing, relaying and removal; and "construct" and "constructed" must be construed accordingly; Act(a);	F

~~"drainage authority" means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991(a);~~

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse;

"flood authority" the relevant planning authority (as lead local flood authority within the meaning of the Flood and Water Management Act 2010)

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"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;

~~"relevant authority" means, in any given provision of this Part of this Schedule, the drainage authority or flood authority for the area to which the provision relates;~~

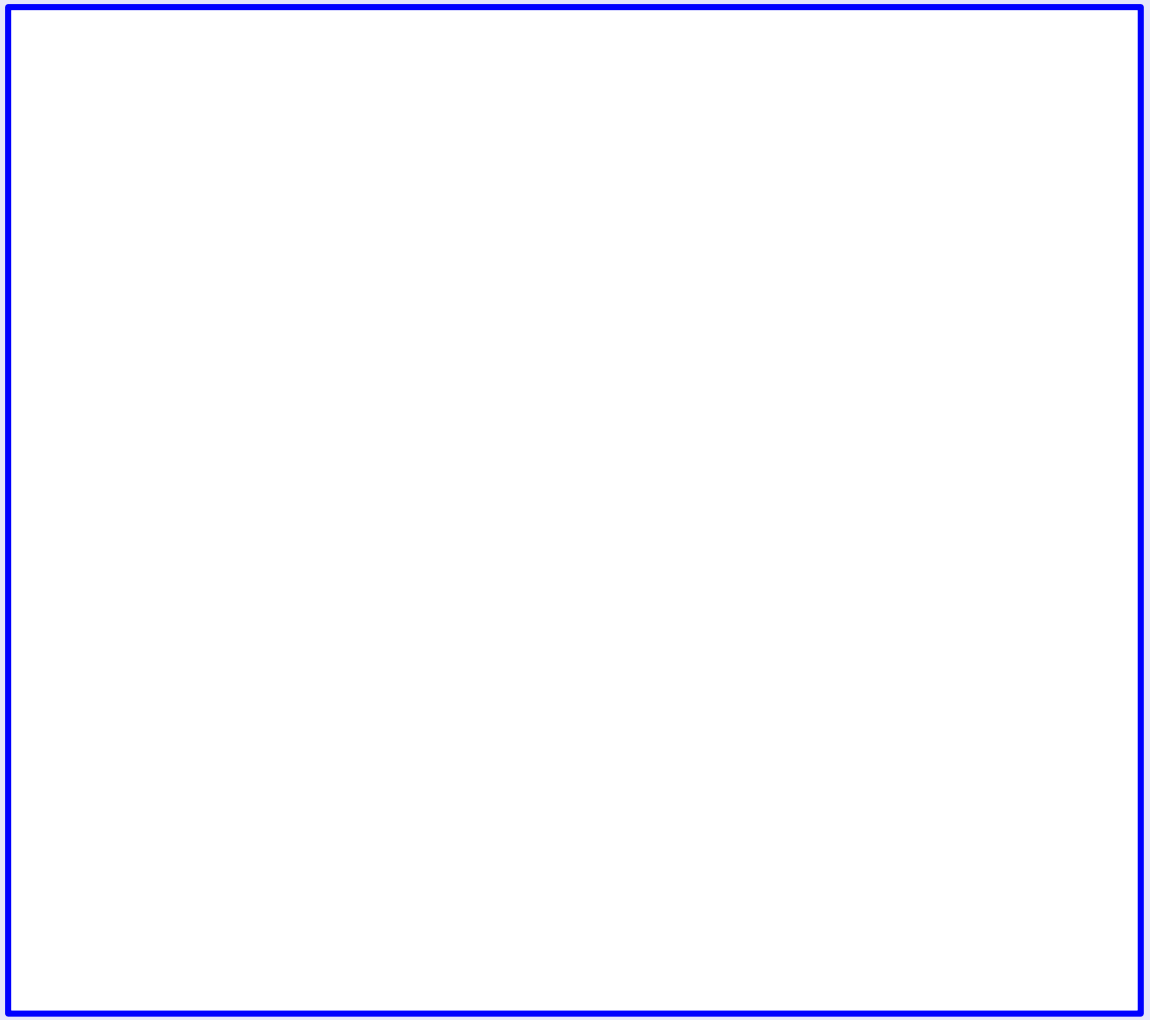
"specified work" means any of the following works carried out in relation to any ordinary watercourse—

(a) erecting any mill dam, weir or other similar obstruction to the flow of the watercourse, or raising or otherwise altering any such obstruction;

(b) the construction or alteration of a bridge or other crossing structure;

(c) erecting a culvert in the watercourse; or

(d) altering a culvert in a manner that would be likely to affect the flow of the watercourse.



(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal. Any refusal under this paragraph may be referred to a single arbiter in accordance with paragraph 11 (Disputes).

(6) Nothing shall preclude the undertaker from submitting at any time or from time to time, in accordance with the timings required by this Part of this Schedule, a new plan, instead of a plan previously submitted, and having done so the provisions of this Part of this Schedule will apply to and in respect of the new plan.

(7) The undertaker will not be required to comply with this paragraph, or with sub-paragraphs 5(1) to 5(3) where it needs to carry out emergency works, but in that case it must give to the ~~relevant~~flood authority notice as soon as is reasonably practicable with a plan of those works, and must comply with the provisions of this Part of this Schedule insofar as is reasonably practicable in the circumstances.

4. Without limiting paragraph 3, the requirements which the ~~relevant~~flood authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage by reason of any specified work; or

(b) to secure that the efficiency of any drainage work for flood defence is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work.

Specified and protective works

5. —(1) Subject to sub-paragraph (2), if commenced, any specified work, and all protective works required by the ~~relevant~~flood authority under paragraph 4, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the ~~relevant~~flood authority, and an officer of the relevant authority is entitled to watch and inspect the construction of such works at all reasonable times and on giving reasonable notice.

(2) The undertaker must give to the ~~relevant~~flood authority—

(a) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the ~~relevant~~flood authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before commencing construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the ~~relevant~~flood authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, or as otherwise agreed between the undertaker and the ~~relevant~~flood authority, the ~~relevant~~flood authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the ~~relevant~~flood authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is agreed, to restore the site to its former condition to such extent and within such limits as the ~~relevant~~flood authority reasonably requires.

(5) Subject to sub-paragraph (6) and paragraph (3), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the ~~relevant~~flood authority may execute the works specified in the notice, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and any reasonable expenditure incurred by the ~~relevant~~flood authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the ~~relevant~~flood authority must not, except in an emergency, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined.

Maintenance of drainage works

6. —(1) Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of any specified work ~~until the date falling 12 months from the date of completion of the specified work ("the maintenance period")~~ maintain in good repair and condition and free from obstruction any part of a drainage work which is situated within land held or occupied by the undertaker for the purpose of or in connection with the specified work, whether the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained ~~during the maintenance period~~ to the reasonable satisfaction of the ~~relevant~~flood authority, the ~~relevant~~flood authority may by notice in writing require the undertaker to repair and restore the drainage work, or any part of the drainage work, or (if the undertaker so elects and the ~~relevant~~flood authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the ~~relevant~~flood authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraphs 8 and 9 if, within a reasonable period, being not less than ~~28~~15 business days from the date when a notice under sub-paragraph (2) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the ~~relevant~~flood authority may do what is reasonably necessary for such compliance, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the ~~relevant~~flood authority must not, except in a case of emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the ~~relevant~~flood authority, or which the ~~relevant~~flood authority or another person is liable to maintain and is not prevented by this Order from so doing; and

(b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Expenses and indemnity

7. Subject to paragraphs 8 and 9, if, by reason of the construction of a specified work or of the failure of any such work the efficiency of any drainage work for flood defence and/or land drainage purposes is impaired, or that drainage work is otherwise damaged so as to require remedial action, such impairment or damage must be made good by the undertaker at its own expense as soon as reasonably practicable to the reasonable satisfaction of the ~~relevant~~flood authority, and if the undertaker fails to do so the ~~relevant~~flood authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. The undertaker shall provide reasonable compensation to the ~~relevant~~flood authority for the costs, charges and expenses which the ~~relevant~~flood authority may reasonably and properly incur in—

(a) the examination or approval of plans under this Part of this Schedule;

(b) inspecting the construction of a specified work or any protective works reasonably required by the ~~relevant~~flood authority under this Part of this Schedule; and

(c) subject at all times to receiving the prior written approval of the undertaker, carrying out any surveys or tests which are reasonably required in connection with the construction of the specified work.

9.—(1) Without limiting the other provisions of this Part, the undertaker ~~must make reasonable compensation to the relevant~~indemnify the flood authority from all claims, demands, proceedings,

costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the ~~relevant~~flood authority by reason of—

(a) the construction, operation or maintenance of any specified works and protective works or the failure of any such works comprised within them;

(b) ~~(a)~~ any damage to any drainage work ~~arising out of construction of the specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work~~ so as to impair its efficiency for the purposes of flood defence;

(c) any raising or lowering of the water table in land adjoining the specified works or any sewers, drains and watercourses arising from the specified works or protective works; or

(d) ~~(b)~~ any flooding or increased flooding of any such land ~~which is caused by, or results from, the construction of~~arising from the specified ~~work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work~~works or protective works.

(2) The ~~relevant~~flood authority must give to the undertaker reasonable notice of any claims, demands, proceedings, costs, damages, expenses or loss and no settlement or compromise may be made without the agreement of the undertaker, such agreement not to be unreasonably withheld or delayed.

~~(3) The relevant authority must at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or losses.~~

(3) ~~(1)~~ Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or loss to the extent that it is attributable to the act, neglect or default of the ~~relevant~~flood authority, its officers, servants, contractors or agents.

~~(5) In no circumstances will the undertaker be liable to the relevant authority under or in connection with this Part of this Schedule for loss of profit.~~

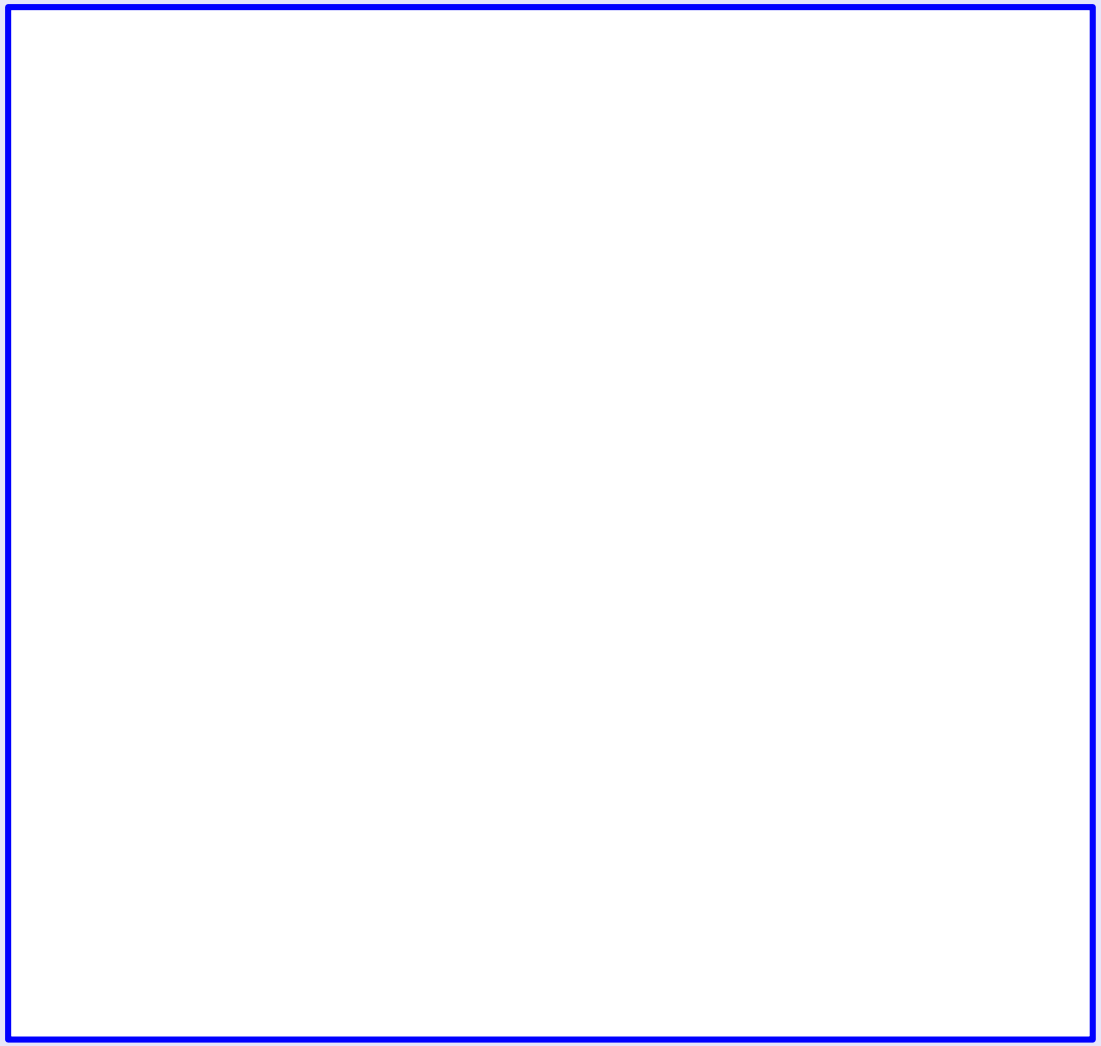
10. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the ~~relevant~~flood authority or to its satisfaction does not (in the absence of negligence on the part of the ~~relevant~~flood authority, its officers, contractors or agents), relieve the undertaker from any liability under this Part.

Disputes

11. Any difference or dispute arising between the undertaker and the ~~relevant~~flood authority under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the ~~relevant~~flood authority, be determined by arbitration under article 62 (arbitration) of the Order.

86.	Schedule 16, Protective	Updates made following engagement with National	F

Provisions, (Part 5 – For the Protection of National Highways)	Highways on their protective provisions.	



"commuted sum" means such sum calculated as provided for in paragraph 16 of this Part of this Schedule to be used to fund the future cost of maintaining ~~the specified works~~any new National Highways assets, structures or apparatus provided under the Order;

"condition survey" means a survey of the condition of National Highways structures and assets ~~within the Order limits~~ that in the reasonable opinion of National Highways may be affected by the specified works and further to include a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by a specified work;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

"detailed design information" means such of the following drawings specifications and calculations as are relevant to the specified works—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraints systems and supporting road restraint risk appraisal process assessment;

(d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(f) pavement, pavement foundations, kerbs, footways and paved areas;

(g) traffic signs and road markings;

(h) traffic signal equipment and associated signal phasing and timing detail;

(i) road lighting (including columns and brackets);

(j) regime of California Bearing Ratio testing;

(k) electrical work for road lighting, traffic signs and signals;

(l) motorway communications as required by DMRB;

(m) highway structures and any required structural approval in principle;

(n) landscaping;

(o) proposed departures from DMRB standards;

(p) walking, cycling and horse riding assessment and review report;

(q) stage 1 and stage 2 road safety audits and exceptions agreed;

(r) utilities diversions;

(s) topographical survey;

(t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;

(u) health and safety information including any asbestos survey required by GG105 or any successor document; and

(v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

"DBFO contract" means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"final certificate" means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 14;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

"highway operations and maintenance contractor" means the contractor appointed by National Highways under the DBFO contract;

"LTC plots" means [ ];

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

"phase" means that part of the specified works which is to be carried out in separate phases in the areas identified as Work Nos. [ ] on the works plans or such other phasing arrangements agreed between the undertaker and National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of the specified works;

"provisional certificate" means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 10 when it considers the specified works are substantially complete and may be opened for traffic;

"road safety audit" means an audit carried out in accordance with the road safety audit standard and "road safety audits shall be construed accordingly";

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy and "road space bookings shall be construed accordingly";

~~"security" means, in respect of any phase or element of the specified works, either:~~

~~(a) a letter of credit; or~~

~~(b) such other information that evidences the credit standing of the undertaker;~~

"specification for highways works" means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network or any successor of it;

"specified works" means so much of any work, including highway works, street works, surveys and signalisation ~~or part thereof~~, authorised by this Order including any maintenance of that work, as is undertaken in on under or over the strategic road network or land in which National Highways ~~is the highway authority~~has an interest and "specified work" shall be construed accordingly;

"strategic road network" means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures, drainage infrastructure, street furniture, verges and vegetation and all other highway assets together with all land, apparatus and rights located in, on, over or under the highway ~~for which National Highways is the highway authority~~;

"utilities" means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991 (or such updated or revised legislation as may come into force from time to time); and

"winter maintenance" means maintenance of the road surface to deal with snow and ice.

General

3. In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of Schedule 16 but for the purposes of any approvals required under this Part of Schedule 16 the undertaker shall liaise directly with National Highways.

4. Notwithstanding the limits of deviation permitted pursuant to article 5 of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in on under or over the strategic road network ~~at a distance within 5.5 metres vertically of the lowest point of the ground unless with the express consent~~unless such works are agreed in writing with National Highways at the absolute discretion of National Highways ~~save in respect of any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m, where such express consent is not required~~.

5. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Prior approvals and security

~~7. —(1)(kkkk) In respect of any specified works being at least 5.5 metres above the surface of the~~

strategic road network (including any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m), such works must not commence until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);

(ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways;

(iii) the identity and qualifications of the contractor and nominated persons;

(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and

(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding or any successor document;

(d) where necessary, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) unless otherwise agreed by National Highways.

7. ~~(2) In~~ (1) Save in respect of The specified works ~~save for those which fall under sub-paragraph (1), such works~~ must not commence until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);

(ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways;

(iii) the identity and qualifications of the contractor and nominated persons;

(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and

(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding or any successor document;

(d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(v) above;

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant;

(j) any further information that National Highways may reasonably request within 14 days of the submission of the detailed design of a specified works has been supplied to National Highways; and

(k) a condition survey and regime of monitoring has been agreed in writing by National Highways.

2) ~~(3)~~ The undertaker must not exercise—

(a) article 16 (temporary closure of streets and public rights of way);

(b) article 20 (discharge of water);

(c) article 21 (protective works ~~to buildings~~);

(d) article 22 (authority to survey and investigate the land),

over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management for National Highways' approval.

(3) ~~(1)~~ National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraphs (1) or (2).

(4) ~~(5)~~ Any approval or consent of National Highways required under this paragraph—

(a) must not be unreasonably withheld ~~or delayed~~;

(b) must be given in writing; and

(c) may be subject to any conditions as National Highways considers necessary; and

~~(d) will be deemed to be approved if National Highways has not determined the approval within 28 days of the undertaker's request for approval.~~

(5) ~~(6)~~ Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) ~~(7)~~ Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph 7(1) of this Part.

(7) Any reference to deemed consent in any of the articles of this Order shall not apply to any application for consent, agreement or approval required or contemplated to be given by National Highways.

Construction of the specified works

8. —(1) The undertaker must give National Highways ~~28 days~~3 months' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways provided that nothing in this paragraph 8(1) shall prevent the undertaker from commencing a specified work pursuant to a road space booking that has been secured from National Highways in accordance with paragraph 8(2).

(2) The undertaker must comply with National Highways' road space booking procedures when booking road space on the strategic road network prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 7(1) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the specification for highway works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways. For the avoidance of doubt no approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the Construction (Design and Management) Regulations 2015.

(4) The undertaker must ensure that (where possible) without entering the highway the highway is kept free from mud, soil and litter as a result of carrying out a Specified Work.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works pursuant to the Order including all land in which National Highways has an interest for the purposes of inspection and supervision of the specified works.

(6) If any part of the specified works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

~~(c)~~ National Highways ~~acting reasonably~~ may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the ~~reasonable~~ satisfaction of National Highways.

(7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways ~~acting reasonably~~ may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(8) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 28 days of demand.

(9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways.

(11) Until such time that National Highways issues the provisional certificate the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance

operations agreed by National Highways pursuant to paragraph 7(~~2~~1)(h) and the undertaker must carry out such maintenance at its own cost.

(12) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

9. —(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

(a) the checking and approval of the information required under paragraph 7(1);

(b) the supervision of the specified works;

(c) [contractual costs properly payable to the highway operations and maintenance contractor as a consequence of carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor];the checking and approval of the information required to determine approvals under this Order;

~~(d) all costs in relation to the transfer of any land required for the specified works;~~

(d) ~~(e)~~ all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a) – (d); and

(e) ~~(f)~~ any value added tax which is payable by National Highways in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the NH costs".

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost ~~but the absence of such estimate will not inhibit the commencement of the specified works by the undertaker~~.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate (the excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 91 days of the issue of the provisional certificate issued pursuant to paragraph 10(4).

(6) Within 28 days of the issue of the final account:

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate

10.—(1) Following the completion of any phase of the specified works or prior to reopening any part of the strategic road network following any closure or partial closure, whichever shall be sooner, the undertaker shall notify National Highways who will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable:

(a) inspect the specified works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) in respect of any specified works captured by paragraph 67(2) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) Following the issue of the provisional certificate, National Highways shall reduce the bond sum in writing to 20% of the total bond sum for that phase provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works.

(6) ~~(4)~~ The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Opening

11.—(1) Unless otherwise agreed in writing by National Highways the undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date and must not open the strategic road network to the public prior to the expiration of the requisite notice period.

Final condition survey

12.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 10(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the phase of specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to paragraph 12(1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted and such programme as National Highways may require.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme pursuant to paragraph 12(2) or fails to submit a scheme for remedial works to National Highways, National Highways may carry out the steps required of the undertaker and may recover on ~~receipt of a proper invoice~~written demand any expenditure from the undertaker it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to paragraph 12(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover on ~~receipt of a proper invoice~~written demand any expenditure from the undertaker it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

Defects Period

13.—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period for the relevant phase. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) ~~During the defects period~~Following the issuing of the provisional certificate National Highways ~~retains~~has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

14.—(1) The undertaker must apply to National Highways for the final certificate for each phase of the specified works ~~or part thereof~~ no sooner than 12 months from the date of the provisional certificate for that phase.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable:

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 14(2).

(4) When National Highways is satisfied that:

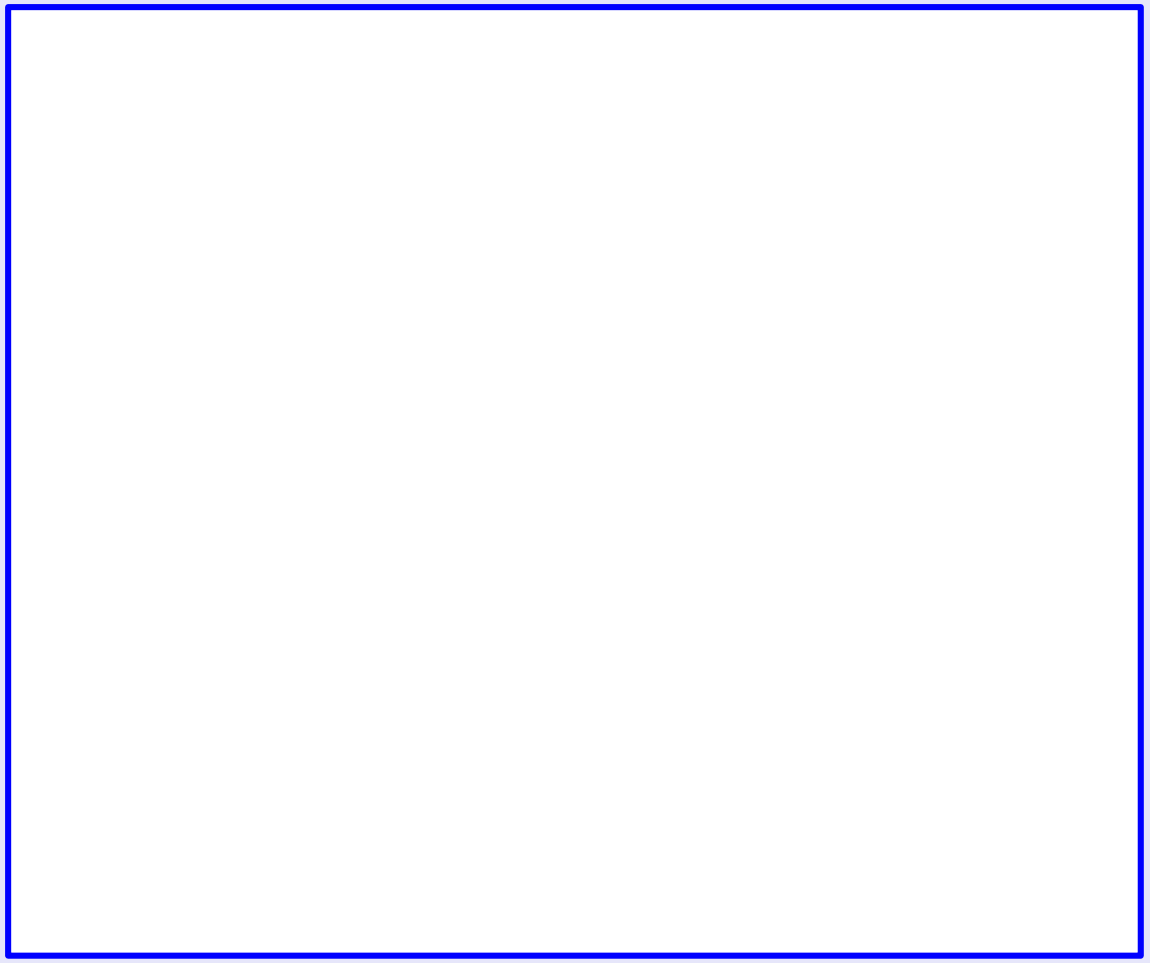
(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 14(2) and any remedial works required as a result

of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full;

(c) National Highways must issue the final certificate and upon the issue of the final certificate the bond sum for that phase is released in full provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works.

(5) The undertaker must pay to National Highways within 28 days of demand the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph 14 .



Commuted sums

16.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to National Highways the commuted sum in respect of each phase prior to the issue of the provisional certificate for that phase.

Insurance

17. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £~~10,000,000.00 (ten~~50,000,000.00 (50 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 specified works or use of the strategic road network by the undertaker.

Indemnity

~~18.~~—(1) The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways directly arising from or in connection to the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within ~~30~~14 days of demand ~~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 arising after the issue of the final certificate pursuant to paragraph 14(1).~~

~~(1)~~ save for any loss arising out of or in consequence of any negligent act or default of National Highways ~~The relevant highway authority shall:~~

~~(a)~~ notify the undertaker ~~immediately~~ upon receipt of any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1);

~~(b) at all times after that date keep the undertaker fully informed;~~

~~(c) permit and assist the undertaker to make such investigations and/or tests as the undertaker may reasonably deem necessary to verify such claims, charges, costs, expenses, liability or losses;~~

(2) ~~(d)~~ not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without ~~the prior approval of~~first seeking comments from the undertaker ~~as~~ to its validity and as to the amount of the settlement and considering the same; and

(3) The undertaker's duty to indemnify National Highways pursuant to paragraph 18(1) above shall apply in full and further the undertaker's duty to indemnify shall continue in full force and effect until all such claims have been determined, settled and discharged and National Highways reimbursed in full notwithstanding the issue of the final certificate.

~~(e) at the request of the undertaker instruct such reputable firm of solicitors as the undertaker may reasonably specify in respect of the conduct of negotiations and/or proceedings in respect of any claims, charges, costs, expenses, liability or losses to which this indemnity relates.~~

~~(2) 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 costs in making the compensation, fees and interest payments.~~

Maintenance of the specified works

19.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured ~~(save for in the event of an emergency situation)~~ provided that nothing in this paragraph 19(2) shall prevent the undertaker from undertaking emergency maintenance works in accordance with section 57 of the New Roads and Street Works Act 1991.

(3) During any maintenance works, the undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 11 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

~~**20.** —(1) Following the issue of the final certificate pursuant to paragraph 11(1) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works.~~

~~(1) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.~~

20.~~(2)~~ The undertaker must not under the powers of this Order:

(a) acquire Class 1 land forming part of; or

(b) seek to impose ~~or extinguish~~ any restrictive covenants [which conflict with the use of the strategic road network] over;

(c) any part of the strategic road network or ~~land owned by~~extinguish any existing rights of or interfere with apparatus of National Highways ~~used for its undertaking~~in respect of any third party property, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk save for the avoidance of doubt these provisions do not apply to, with the exclusion of 20 (b) above, Article 25 (acquisition of rights) which may be exercised without the consent of National Highways.

~~(3) Where any land or interest is proposed to be acquired pursuant to this Order for the benefit of National Highways, the undertaker must, unless otherwise agreed by National Highways, exercise article 24 *(compulsory acquisition of land)* and article 25 *(compulsory acquisition of rights)* as applied by articles 36 *(application of the 1981 Act)* of this Order to directly vest in National Highways any such land or interest.~~

~~Arbitration~~Expert Determination

21. ~~Any dispute under~~ (1) Article 62 (arbitration) of the Order does not apply to this Part of this Schedule ~~shall be settled by arbitration in accordance with article 62 (arbitration)~~.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 7 days of receipt of the submissions under 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 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.

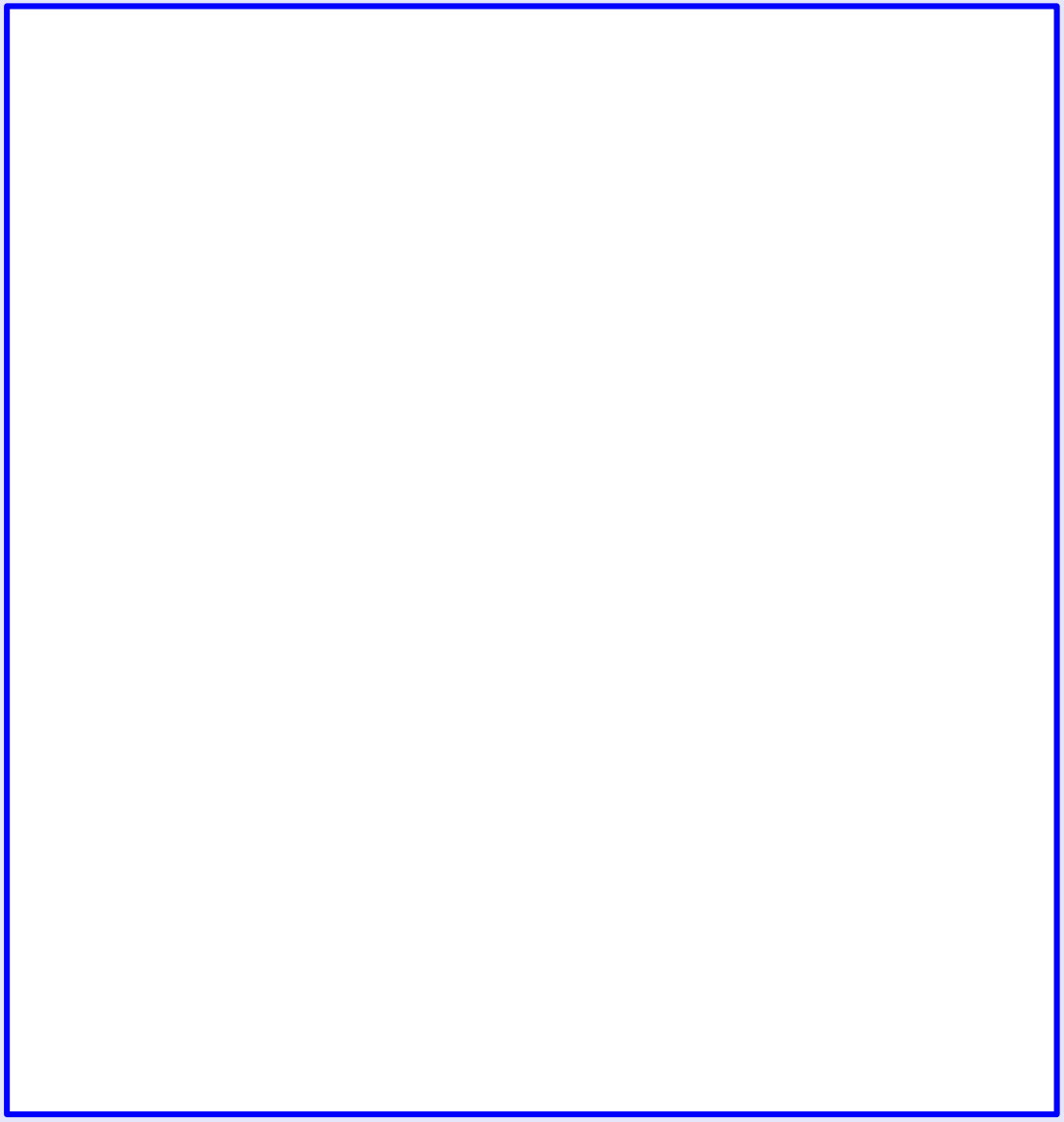
87.	Schedule 16, Protective Provisions, (Part 6 – For the Protection of Cadent Gas Limited as Gas Undertaker)	Correction of typographical error.		F

			Protective works to buildings **5.** —(1) The undertaker, in the case of the powers conferred by article 21 (*protective works to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of 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, the undertaker must bear and pay on receipt of an 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 20 ~~working~~business 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.	
			Amendments to replace reference to “working days” with “business days” have been made throughout Schedule 16 and to ensure legibility of this document, the Applicant does not replicate each these amendments.	
88.	Schedule 16, Protective Provisions (Part 9 – For the Protection of National Gas Transmission Plc)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
89.	Schedule 16, Protective Provisions	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F

	(Part 10 – For the Protection of Sheringham Coal and Dudgeon Extensions Projco Limited (Formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024))			
90.	Schedule 16, Protective Provisions (Part 11 – For the Protection of Exolum Pipeline System	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
91.	Schedule 16, Protective Provisions (Part 12 – For the Protection	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F

	of Affinity Water Limited)			
92.	Schedule 16, Protective Provisions (Part 13 – For the Protection of Northumbrian Water and Suffolk and Essex Water Limited	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
93.	Schedule 16, Protective Provisions (Part 14 – For the Protection of Anglian Water)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
94.	Schedule 16, Protective Provisions (Part 15 – For the Protection of Water Management Alliance)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
95.	Schedule 16, Protective Provisions	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F

	(Part 16 – For the Protection of Railway Interests)			
96.	Schedule 16, Protective Provisions (Part 17 – For the Protection of LTC)	Placeholder inserted for protective provisions awaited from LTC.	Placeholder inserted for protective provisions awaited from LTC.	F
97.	Schedule 17, Public General Legislation	Correction of typographical error.	**Neighbourhood Planning Act 2017** 4. The provisions of the Neighbourhood Planning Act 2017(c) in so far as they relate to temporary possession of land under articles 27 (Temporary use of land by National Grid), 28 (Temporary use of land by UKPN and UKOP) and 29 (Temporary use of land for maintaining the authorised development) of this Order.	
98.	Schedule 19, Certified Documents	Updated to clarify the key documents that make up the Environmental Statement and to add reference to the outline offsite planting delivery scheme referred to in the revised requirement 9 of Schedule 3 (requirements)		F



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Summary report: Litera Compare for Word 11.14.0.42 Document comparison done on 07/07/2026 18:11:45	
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Move To	0
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Format changes	0
Total Changes:	29