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Norwich to Tilbury

Volume 8: Examination Documents

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to Section 106 of the Town and Country Planning Act 1990 - Tracked
Changes Version

Final Issue B

July 2026

Planning Inspectorate Reference: EN020027

nationalgrid

Revision History

<u>Version</u>	<u>Date</u>	<u>Submitted at</u>
<u>A</u>	<u>June 2026</u>	<u>Deadline 5</u>
<u>B</u>	<u>July 2026</u>	<u>Deadline 6</u>

Contents

1.	Introduction	1
2.	Legal Mechanism	2
3.	Summary of Development Consent Obligations	3
3.1	Background and Purpose	3
3.2	The Furthering the Purposes Fund	3
3.3	PJ Line Feasibility Study	3
3.4	Project Delivery Panel	4
3.5	Status of Negotiations	4

	Abbreviations	5
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<u>Appendix A</u>	<u>National Landscape – DRAFT – Agreement pursuant to section 106 of the Town and Country Planning Act 1990</u>	
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1. Introduction

- 1.1.1 National Grid Electricity Transmission plc (the Applicant) is negotiating the terms of an agreement pursuant to section 106 of the Town and Country Planning Act 1990 (TCPA 1990) with Suffolk County Council (the Council) (the Agreement). The draft Agreement provided in Appendix A is submitted to the Examining Authority (ExA) at this Deadline ~~56~~ for its consideration.
- 1.1.2 Pursuant to section 245 of Levelling Up and Regeneration Act 2023 (LURA) and section 85 of Countryside and Rights of Way Act 2000 (CRoW), the Applicant has a duty to seek to further the purposes of the Dedham Vale National Landscape. The Agreement includes a covenant from the Applicant for the provision of a fund to be applied to measures that will further the purposes of the Dedham Vale National Landscape.
- 1.1.3 This Agreement entered into by deed is a planning obligation for the purposes of section 106 of the TCPA 1990 and is entered into pursuant also to section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011, and it is acknowledged by the parties that the obligations contained within it are binding on the Land and are enforceable by the Council against the Applicant.
- 1.1.4 This note outlines the mechanism for securing the development consent obligation at section 2 and provides a summary of the terms of the obligation at section 3. The Agreement is ~~close to full agreement but there are a few points, mainly concerned with the legal mechanics, to be agreed.~~ now finalised subject to closing out one point in relation to the Transfer of Benefit clause (clause 18.2). This note provides an update to the position that was reported to the ExA at Deadline 5.

2. Legal Mechanism

- 2.1.1 The Agreement is a planning obligation for the purposes of section 106 of the TCPA 1990 and is enforceable by the Council against the Applicant. The Agreement is also entered into pursuant to section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.
- 2.1.2 The Applicant does not currently own any land within the Order Limits and as such, an approach that has been accepted previously by the Secretary of State has been applied to the legal mechanism for securing the development consent obligation. The Applicant notes, for example, that this approach was accepted on the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014. A similar approach has been followed for the development consent obligation entered into by the Applicant in respect of the Sea Link development consent order.
- 2.1.3 The draft Development Consent Order (the Order) provides that the Applicant has a Qualifying Interest in the Land sufficient to meet the requirements of section 106(1) and section 106(3) of the TCPA 1990, which shall include the Applicant's status as undertaker for the purposes of the Order. This is in accordance with the provisions of paragraph [3] of Schedule 17 (Public general legislation) of the Order whereby the undertaker is deemed to be a person interested in the Land for the purposes of section 106(1) of the TCPA 1990.
- 2.1.4 The Applicant is seeking to acquire the Land by voluntary agreement, but in the event that it is unable to acquire the Land by agreement, it will exercise the compulsory acquisition powers set out in Article [24] (Compulsory acquisition of land) of the Order in relation to the Land. Once the Applicant has acquired the freehold interest in the Land it will enter into a confirmatory deed (referred to as a Deed of Adherence in the Agreement) in order to bind the Land in accordance with the terms of the completed Agreement. This mechanism of a confirmatory deed is not unusual and can be deployed in respect of section 106 obligations under the TCPA 1990 regime to bind land not yet owned.

3. Summary of Development Consent Obligations

3.1 Background and Purpose

- 3.1.1 The Application includes, in part, a proposal for cables to be routed underground through part of the Dedham Vale National Landscape, which is designated as an “Area of Outstanding Natural Beauty”. Pursuant to section 245 of Levelling Up and Regeneration Act 2023 (LURA) and section 85 of Countryside and Rights of Way Act 2000 (CRoW), the Applicant has a duty to seek to further the purposes of the Dedham Vale National Landscape. In satisfaction of this duty, the Applicant has agreed with the Council (acting on behalf of the Dedham Vale National Landscape Partnership (DVNLP)) to provide the Furthering the Purposes Compensation Fund to the DVNLP, and other measures, as a consequence of the Order granting consent for the Authorised Development, to be put towards measures which seek to further those purposes.

3.2 The Furthering the Purposes Fund

- 3.2.1 The Agreement secures a Furthering the Purposes Compensation Fund of £2,426,752 (Indexed from 1 July 2025), payable by the Applicant to the Council in a single payment. The Applicant covenants not to Commence the Authorised Development in the Dedham Vale National Landscape until the Furthering the Purposes Compensation Fund has been paid to the Council, which shall hold the fund as agent on behalf of the DVNLP.
- 3.2.2 The Council covenants that the Furthering the Purposes Compensation Fund will be spent on the measures listed in Table 1 of Schedule 3 (Further the Purposes Measures) of the Agreement in accordance with a programme provided by the DVNLP. The measures at Table 1 have been agreed further to engagement between the Applicant and DVNLP and the Council. Alternatively, the fund may be applied towards measures of a similar nature approved by the Project Delivery Panel. In each case, the measures must further the statutory purposes of “conserving and enhancing the natural beauty” of the Dedham Vale National Landscape pursuant to section 245 of LURA 2023 and section 85 of ~~GROW~~CRoW 2000 and accord with the Current Dedham Vale Management Plan and any successor plans. A minimum of 85 percent of the fund shall be applied towards the Dedham Vale National Landscape and up to 15 percent towards its setting.

3.3 PJ Line Feasibility Study

- 3.3.1 The Applicant will prepare an initial feasibility study within five years of Commencement of the Authorised Development to assess the potential removal of the PJ Line, including a review of the technical solution, funding availability, consenting, land ownership, operational requirements, programme and delivery options. The study is limited to initial feasibility; any commitment to take forward a removal project would be a matter for relevant stakeholders (including UK Power

Networks, Ofgem, the Applicant, and relevant Councils) outside the Order and the Agreement. The Applicant will provide the completed feasibility study to the Council and DVNLP.

3.4 Project Delivery Panel

- 3.4.1 The Agreement establishes a Project Delivery Panel comprising at least one representative each of the Applicant, the Council and the DVNLP. The Panel will keep under review and authorise the measures towards which the Furthering the Purposes Compensation Fund is applied and oversee reporting on expenditure and outcomes. The Panel will meet at least annually, or more frequently as it determines.

3.5 Status of Negotiations

- 3.5.1 The Applicant has negotiated the terms of the Agreement with the Council through a series of drafts. The form of Agreement is ~~largely agreed and only a small number of points remain under discussion, including~~ now agreed subject to confirmation of one point in relation to the transfer of benefit clause ~~(as noted in the Agreement at Appendix A).~~
- ~~3.5.2 The Applicant will update the ExA as these points are resolved and will submit the executed Agreement in due course.~~
- 3.5.2 Subject to the parties precise execution processes, the Applicant expects the Agreement can be engrossed and executed by Deadline 7 and will update the ExA at Deadline 7.

Abbreviations

Abbreviation	Full Reference
CRoW 2000	Countryside and Rights of Way Act 2000
DVNLP	Dedham Vale National Landscape Partnership
ExA	Examining Authority
LURA 2023	Levelling Up and Regeneration Act 2023
NGET	National Grid Electricity Transmission
Ofgem	Office of Gas and Electricity Markets
Order	Development Consent Order
TCPA	Town and Country Planning Act 1990

Appendix A. National Landscape – DRAFT – Agreement pursuant to section 106 of the Town and Country Planning Act 1990

DATED [●]

SUFFOLK COUNTY COUNCIL
as Council

NATIONAL GRID ELECTRICITY TRANSMISSION PLC
as Promoter

**AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990, SECTION 111 OF THE LOCAL GOVERNMENT ACT 1972
AND SECTION 1 OF THE LOCALISM ACT 2011**

in relation to the Norwich to Tilbury development consent order



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Contents

Clause	Name	Page
1	Statutory powers.....	1
2	Definitions and interpretation.....	2
3	Conditionality.....	4
4	Promoter covenants.....	4
5	Council covenants.....	4
6	Release and lapse.....	4
7	Local land charge.....	5
8	No fetter on discretion.....	6
9	Severability.....	6
10	Legal costs.....	6
11	Contracts (Rights of Third Parties) Act 1999.....	6
12	Notices.....	6
13	indexation Indexation	6
14	Interest on Late Payments.....	7
15	VAT.....	7
16	Dispute Resolution.....	7
17	Jurisdiction.....	8
18	Transfer of benefit of the Order.....	8
19	Counterparts	9

Schedule	Name	Page
1	Promoter Covenants.....	10
2	Council Covenants.....	11
3	Further the Purposes Measures.....	13

DATED [•]

PARTIES

- (1) **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (the "**Council**").
- (2) **National Grid Electricity Transmission plc**, a company incorporated in England and Wales with registered number 2366977 whose registered office is at 1 - 3 Strand, London, WC2N 5EH (the "**Promoter**").

BACKGROUND

- (A) The Promoter submitted the Application to the Secretary of State on 29 August 2025 for consent of the Authorised Development, which was accepted for examination on 26 September 2025 pursuant to section 55 of the PA 2008.
- (B) The Application includes, in part, a proposal for cables to be routed underground through part of the Dedham Vale National Landscape. The Dedham Vale National Landscape is designated as an "area of outstanding natural beauty". Therefore, pursuant to section 245 of LURA 2023 and section 85 of CROW 2000, the Promoter, as statutory undertaker, and the Council have a duty to seek to further the purposes of the Dedham Vale National Landscape.
- (C) As part of satisfying this duty, the Promoter has agreed with the Council to provide the FTP Compensation Fund to the DVNLP and other measures as a consequence of the Order granting consent for the Authorised Development. This fund shall be put towards the provision of measures which seek to further the purposes of the Dedham Vale National Landscape.
- (D) The Council is the local planning authority for the purposes of section 106 of TCPA 1990 and the PA 2008 for the area in which the Dedham Vale National Landscape is situated and as such is entitled, and has the capacity, to enforce the development consent obligations in this Agreement on behalf of the DVNLP.
- (E) The Promoter has a Qualifying Interest in the Land pursuant to the Order.
- (F) The Promoter is seeking to acquire the Land by voluntary agreement but in the event that the Promoter is unable to acquire the Land by agreement, it will exercise the compulsory acquisition powers set out in Article [24] (*compulsory acquisition of land*) of the Order in relation to the Land. Once the Promoter has acquired the freehold interest in the Land it will enter into the Deed of Adherence in order to bind the Land in accordance with the terms of this Agreement.
- (G) The Parties have agreed to enter into this Agreement in order to ensure the performance of the obligations contained within the Schedules to this Agreement.

OPERATIVE PROVISIONS

1 STATUTORY POWERS

This Agreement entered into by deed is a planning obligation for the purposes of section 106 of the TCPA 1990 and is entered into pursuant also to section 111 of the LGA 1972 and section 1 of the Localism Act 2011 and it is acknowledged by the parties that the obligations contained within it are binding on the Land and are enforceable by the Council as the local planning authority against the Promoter.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

"Application" means the application for the Order seeking consent for the Authorised Development submitted by or on behalf of the Promoter to the Secretary of State on 29 August 2025, which was accepted for examination on 26 September 2025 pursuant to section 55 of the PA 2008 and has been allocated reference number EN020027.

"Article" means an article of the Order and where a particular article is referenced in this Agreement this is a reference to the article of that number included in the draft Order submitted at deadline ~~£-15~~ of the examination of the Application on ~~£-10th~~ June 2026 but shall be modified as may be necessary to reflect changes and/or renumbering of articles in the Order as made by the Secretary of State pursuant to the Application.

"Authorised Development" means the same as "Authorised Development" as defined in the Order.

"Book of Reference" means the document to be certified as such by the Secretary of State under Article [60] (*certification of documents*) of the Order.

"Commence" means the same as "Commence" as defined in the Order.

"CROW 2000" means the Countryside and Rights of Way Act 2000 (as amended).

"Current Dedham Vale Management Plan" means the Dedham Vale National Landscape Stour Valley Project Area Management Plan 2026-2031.

"Dedham Vale National Landscape" means the Dedham Vale National Landscape which is designated as an Area of Outstanding Natural Beauty under the CROW 2000.

"Deed of Adherence" means the confirmatory deed referred to in paragraph 3.1 of Schedule 1 (*Promoter Covenants*) to this Agreement.

"DEFRA" means the Department for Environment, Food & Rural Affairs.

"DEFRA Guidance" means guidance for relevant authorities on seeking to further the purposes of protected landscapes published by DEFRA on 16 December 2024.

"DVNLP" means the Dedham Vale National Landscape and Stour Valley Partnership being an unregistered organisation which aims to conserve and enhance the special qualities of the Dedham Vale National Landscape.

"Further the Purposes Report" means the "National Landscapes - Duty to Seek to Further the Purposes Report (s85 Countryside and Rights of Way Act 2000) (Final Issue A)" dated August 2025 in relation to this Application.

"Furthering the Purposes ("FTP") Compensation Fund" means the sum of £2,426,752 Indexed, which is to be paid by the Promoter to the Council in one single payment.

"Index" means the All In Tender Price Index published by the Building Cost Information Services of the Royal Institution of Chartered Surveyors (RICS).

"Indexation Date" means 1 July 2025.

"Land" means the land comprised within ~~Plots [•]~~ Plot B-20/198 as identified in the Book of Reference and shown on the Land Plan and shown by the plan at Appendix 1.

"Land Plan" means the plan attached to this Agreement at Appendix 1 and marked as ~~[Plan Title]~~ "THE NATIONAL GRID (NORWICH TO TILBURY) ORDER LAND PLANS REGULATION 5(2)(i)(i)-(iii) SECTION B (SHEET 20 OF 22 MID SUFFOLK DISTRICT COUNCIL AND BABERGH DISTRICT COUNCIL)".

"LGA 1972" means the Local Government Act 1972 (as amended).

"LURA 2023" means the Levelling-up and Regeneration Act 2023 (as amended).

"National Landscape" means the rebranded, non-statutory, name for an Area of Outstanding Natural Beauty (as defined in section 82(3) of CROW 2000).

"NPS EN-1" means the Overarching National Policy Statement for energy (EN-1).

"Order" means the development consent order to be made under PA 2008 pursuant to the Application.

"PA 2008" means the Planning Act 2008 (as amended).

"Payment Date" means the date when any sum of money is due to be paid, provided or made available by the Promoter pursuant to this Agreement.

"PJ Line" means an existing 132kV overhead line which runs south of Bramford to the existing substation at Lawford and is owned and operated by UK Power Networks. This overhead line runs through both the Suffolk and Essex Coast and Heaths National Landscape and the Dedham Vale National Landscape.

"Project Delivery Panel" means a panel consisting of:

- (a) at least one representative of the Promoter,
- (b) at least one representative of the Council; and
- (c) at least one representative of the DVNLP,

which will be established to keep under review and authorise the measures the FTP Compensation Fund will be applied towards throughout the lifetime of delivery of the FTP Compensation Fund and to oversee any requirements for reporting on expenditure and outcomes.

"Qualifying Interest" means such interest in the Land sufficient to meet the requirements of Section 106(1) and section 106(3) of the TCPA 1990 which shall include the Promoter's status as undertaker for the purposes of the Order in accordance with the provisions of paragraph ~~[3]~~ of Schedule 17 (*public general legislation*) of the Order whereby the undertaker is deemed to be a person interested in the Land for the purposes of section 106(1) of the TCPA 1990.

"Secretary of State" ~~[•] [Applicant note: Definition to be agreed/inserted].~~

"TCPA 1990" means the Town and Country Planning Act 1990 (as amended).

"Working Day(s)" means a day other than a Saturday or Sunday or public holiday in England.

- 2.2 References in this Agreement to the "Promoter" shall include their respective successors in title to the Land and their assigns.
- 2.3 References in this Agreement to the "Council" shall include any successor to its functions as local planning authority.
- 2.4 References in this Agreement to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 2.5 The clause headings in this Agreement are for convenience only and do not form part of the Agreement.
- 2.6 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Agreement.
- 2.7 References to the singular shall include the plural and vice versa.

3 **CONDITIONALITY**

The obligations in this Agreement are unless otherwise specified conditional upon:

- (a) the grant of consent for the Authorised Development by virtue of the Order; and
- (b) Commencement of the Authorised Development by the Promoter or a person authorised by it.

4 **PROMOTER COVENANTS**

- 4.1 The Promoter covenants so as to bind their interests in the Land to comply with the obligations contained in Schedule 1 (*Promoter Covenants*).
- 4.2 The Promoter covenants to the Council that it will observe and perform the obligations contained in Schedule 1 (*Promoter Covenants*).

5 **COUNCIL COVENANTS**

The Council covenants with the Promoter that it will observe and perform the covenants on its part contained in Schedule 2 (*Council Covenants*).

6 **RELEASE AND LAPSE**

- 6.1 Provided that the Deed of Adherence has been entered into pursuant to paragraph 3 of Schedule 1 (*Promoter Covenants*) to this Agreement (and notwithstanding any obligations entered into by the Promoter in such Deed of Adherence), the Parties agree that the Promoter shall not be liable for a breach of any of its obligations under this Agreement or obligations relating to any part of the Land after it shall have parted with all of its interests in the Land or the part in respect of which the breach arises (as the case may be) save in either case for antecedent breaches.
- 6.2 Provided that the Authorised Development has not been Commenced, where the Order is granted and becomes the subject of any judicial review proceedings under section 118 of the PA 2008 or any other judicial review proceedings:

- (a) until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Agreement will remain without operative effect unless the Authorised Development is Commenced;
 - (b) if following the final determination of such proceedings the Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused and no appeal or further appeal may be made in respect of such refusal, this Agreement will cease to have any further effect;
 - (c) if following the final determination of such proceedings (and, any redetermination of the Application by the Secretary of State in the event of quashing) the Order is capable of being Commenced, then this Agreement will take effect in accordance with its terms subject to any modifications to its terms necessitated through the redetermination process as are agreed by the parties through a deed of variation;
 - (d) where the Application is refused, but the Order is subsequently granted following redetermination by the Secretary of State following the final determination of judicial review proceedings under section 118 of the PA 2008, this Agreement will, upon granting of the Order, take effect in accordance with its terms subject to any modifications to its terms necessitated through the redetermination process as are agreed by the parties through a deed of variation; and
 - (e) wherever in this Agreement reference is made to the final determination of judicial review proceedings under section 118 of the PA 2008, the following provisions will apply:
 - (i) proceedings by way of judicial review under section 118 of the PA 2008 are finally determined:
 - (A) when permission to bring a claim for judicial review has been refused and no further application can be made;
 - (B) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused and any time for appealing such a refusal expires without such an appeal having been made or having been refused; and
 - (C) when any appeal is finally determined and no further appeal may be made.
- 6.3 It is further agreed that this Agreement shall determine and be of no further effect if the Order is revoked or lapses without having been Commenced.
- 6.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Order) granted (whether or not on appeal) after the date of this Agreement.
- 7 LOCAL LAND CHARGE**
- 7.1 This Agreement is a local land charge and shall be registered as such by the Council.
- 7.2 Upon the full satisfaction of the terms of this Agreement, the Promoter may request that the Council use reasonable endeavours to procure the appropriate authority

(which may include HM Land Registry) with responsibility for maintaining the register of local land charges for the area in which the National Landscape is situated to remove all entries in the register of local land charges relating to this Agreement.

- 7.3 The Council agrees that it will confirm in writing the extent of the obligations which have been discharged at the date of the request as soon as is reasonably practicable after receipt of a written request from the Promoter or a person on their behalf.

8 **NO FETTER ON DISCRETION**

Nothing in this Agreement shall be taken to be or shall operate so as to fetter or prejudice the Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted).

9 **SEVERABILITY**

It is agreed that if any part of this Agreement shall be declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provisions will be severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

10 **LEGAL COSTS**

The Promoter covenants with the Council that it will no later than the date of this Agreement pay the Council's reasonable legal costs and, in addition, VAT thereon (except for VAT for which the Council is entitled to credit or repayment from HMRC) in connection with the preparation and completion of this Agreement.

11 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Agreement shall be enforceable by a third party who is not a party to the Agreement and for the avoidance of any doubt the terms of the Agreement may be varied by agreement between the Parties without the consent of any third party being required.

12 **NOTICES**

Any notices required to be served by one party on another under this Agreement shall be served by first class prepaid post or by hand, or by email, in the following manner:

- (a) on the Council at the address shown above marked "For the attention of the Executive Director of Growth, Highways and Infrastructure with the reference of "NORWICH TO TILBURY DCO – SECTION 106 AGREEMENT RE FURTHERING THE PURPOSES", or if sent by email, by sending it ([similarly marked](#)) to: nsips@suffolk.gov.uk;
- (b) on the Promoter at the address shown above marked "For the attention of ~~[-]~~[The Chief Planning Officer](#)" and bearing reference "NTT – Furthering the Purposes [Agreement](#)"; and
- (c) save that any of the parties may by written notice notify the other parties of an alternative address and/or reference for the service of subsequent written notices in which case those details shall be substituted for the details in Clause 12(a) to Clause 12(b) above.

13 INDEXATION

All payments and financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the increase in the Index from the Indexation Date until the date payment is due in accordance with the following formula (where the Index at Payment Date / Index at Indexation Date is equal to or greater than one (1)):

Amount Payable = Sum x (Index at Payment Date / Index at Indexation Date)

Where:

"Amount Payable" is the amount of money required to be paid;

"Sum" is the amount of the payment or other sum of money stated in this Agreement;

"Index at Payment Date" is the Index published two months before the Payment Date; and

"Index at Indexation Date" is the relevant Index published on the Indexation Date.

14 INTEREST ON LATE PAYMENTS

Any payment due from the Promoter under this Agreement which is not paid on the due date shall be payable with interest calculated at the rate of 4% above the Bank of England's base rate applicable at the date on which the relevant payment is due.

15 VAT

15.1 All consideration set out in this Agreement is exclusive of VAT.

15.2 If VAT is, or becomes, properly chargeable on any supply made pursuant to this Agreement, the recipient of that supply shall pay to the supplier an amount equal to such VAT in addition to the consideration for that supply, against receipt of a valid VAT invoice. The recipient of any such supply shall pay to the supplier an amount equal to any VAT which is chargeable in respect of the supply in question on the later of:

- (a) the day on which the consideration for the supply is paid or given; and
- (b) production of a proper VAT invoice.

15.3 Where a person (the "payer") has paid an amount to any other person (the "payee") on the basis that the payee was entitled to that amount under Clause 15.2 above, but the payee was not properly entitled to the whole or part of that amount under that Clause, then:

- (a) if the payee has not accounted for such amount (or such part thereof) to HMRC, the payee shall forthwith repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer; or
- (b) if the payee has accounted for such amount (or such part thereof) to HMRC, the payee shall, if, when and to the extent that it receives repayment or credit for such amount from HMRC, repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer.

16 DISPUTE RESOLUTION

- 16.1 In the event of any dispute or difference arising between the Parties arising out of this Agreement such dispute or difference may be referred to an expert, being an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications.
- 16.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the expert to be appointed pursuant to Clause 16.1, or as to the appropriate professional body, within ten Working Days after any Party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the expert to be appointed pursuant to Clause 16.1 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any Party to the dispute or difference. Such solicitor shall act as an expert and his decision as to the professional qualifications of such person, or as to the appropriate professional body, shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 16.3 The expert shall act as an expert and not as an arbitrator.
- 16.4 The expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 46 Working Days from the date of his appointment to act.
- 16.5 The expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 15 Working Days in respect of any such submission and material and the expert's decision shall be given in writing within 20 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 21 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest material error the expert's decision shall be final and binding on the said parties.
- 16.6 The expert may award the costs of the dispute resolution in such proportions as he sees fit but in the absence of an express award to this effect the costs of the dispute resolution shall be borne by the parties to the dispute in equal shares.

17 JURISDICTION

- 17.1 This Agreement including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

18 **TRANSFER OF BENEFIT OF THE ORDER**

18.1 Subject to Clause 18.2, no transfer or grant by the Promoter of the any benefit of the provisions of the Order in accordance with article 7 (*consent to transfer benefit of Order*) of the Order may take place before the Promoter has arranged for the transferee or grantee (as the case may be) to enter into a deed with the Council, on terms no less advantageous to the Council than the terms of this Agreement.

18.2 [**Applicant note:** ~~Transfer of benefit wording~~ Wording still being discussed between the parties].

19 **COUNTERPARTS**

19.1 This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

This Agreement has been entered into as a deed on the date stated at the beginning of this Agreement.

Schedule 1 Promoter Covenants

1 NOTIFICATIONS

- 1.1 The Promoter covenants with the Council to notify the Council of the Commencement of the Authorised Development.

2 FTP COMPENSATION FUND

- 2.1 The Promoter covenants with the Council not to Commence the Authorised Development in the Dedham Vale National Landscape until the FTP Compensation Fund has been paid to the Council, which shall hold the FTP Compensation Fund as agent on behalf of the DVNLP in order for the monies to be applied in accordance with the terms of the Agreement.

3 DEED OF ADHERENCE

- 3.1 The Promoter covenants with the Council that within [20 Working Days] of acquiring a freehold interest in any part of the Land and in any event prior to Commencement of the Authorised Development it will deliver to the Council a duly executed and binding Deed of Adherence (pursuant to section 106 of the TCPA 1990, [section 111 of the LGA 1972 and section 1 of the Localism Act 2011](#)) to the effect that the terms of this Agreement shall with effect from the date of execution of such deed bind the Promoter's interest in the Land PROVIDED THAT prior to entering into such binding Deed of Adherence the Promoter shall provide a draft of such deed to the Council for its reasonable approval and pay its reasonable and proper costs relating to the same up to [•]. ~~[Applicant note: Cap to be agreed once an initial draft of the Deed of Adherence has been produced to the Council].~~
- 3.2 The Promoter covenants with the Council not to Commence any part of the Authorised Development ~~on~~[in](#) the Dedham Vale National Landscape until it has delivered to the Council a duly executed and binding Deed of Adherence, in accordance with paragraph 3.1 of this Schedule 1 (*Promoter Covenants*). ~~[Applicant note: Applicant and Council discussing Dedham Vale National Landscape qualification]~~

Schedule 2 Council Covenants

1 **ACTING REASONABLY**

The Council covenants with the Promoter that it will at all times act reasonably and in particular (without prejudice to generality) where any approval or expression of satisfaction is required by this Agreement it will not be unreasonably withheld or delayed.

2 **MANAGEMENT OF FUND**

2.1 The Council covenants with the Promoter:

- (a) not to use any part of the FTP Compensation Fund and any interest received thereon other than as set out in paragraph 3 (*Application of Fund*);
- (b) to pay the FTP Compensation Fund into an interest bearing account and hold the FTP Compensation Fund as a separately identifiable sum until it is used for the purposes permitted by paragraph 3 (*Application of Fund*);
- (c) to maintain full accounting records of the operation of the FTP Compensation Fund, including any accrued interest and details of the usage of the FTP Compensation Fund, with such records to be available for inspection by the Promoter on reasonable notice;
- (d) to provide an annual written statement within 28 days of each anniversary of the date of payment of the FTP Compensation Fund to the Promoter detailing what amount of the FTP Compensation Fund has been spent, including what this has been spent on, and detailing any sums remaining unexpended;
- (e) to provide in consultation with the DVNLP a programme of proposed utilisation of the FTP Compensation Fund in accordance with the objectives of the Agreement; and
- (f) to provide an updated programme of proposed utilisation of the FTP Compensation Fund in accordance with the objectives of the Agreement if, after 10 years from the date of payment to the Council by the Promoter, any part of the FTP Compensation Fund remains to be spent for the purposes permitted by paragraph 3 (*Application of Fund*).

3 **APPLICATION OF FUND**

3.1 The Council covenants with the Promoter that the FTP Compensation Fund will be spent on the measures listed in Table 1 of Schedule 3 (*Further the Purposes Measures*) in accordance with:

- (a) a programme provided to the Council by the DVNLP; or
- (b) measures of a similar nature approved by the Project Delivery Panel,

which also further the statutory purposes of "conserving and enhancing the natural beauty" of the Dedham Vale National Landscape pursuant to section 245 of LURA 2023 and section 85 of CROW 2000 and in accordance with the Current Dedham Vale Management Plan and any future management plans relating to the Dedham Vale National Landscape of which a minimum of 85 percent of the fund will be applied

towards the Dedham Vale National Landscape and up to 15 percent towards its setting.

- 3.2 The parties agree and acknowledge that it is expected the FTP Compensation Fund will be spent in accordance with paragraph 3.1(a) and that paragraph 3.1(b) is only likely to be followed if, for some reason, DVNLP cannot deliver the measures and programme to be provided pursuant to paragraph 3.1(a).

Schedule 3 Further the Purposes Measures

- 1.1 The Council agrees that the measures set out in the Further the Purposes Report and the measures to be provided pursuant to this Agreement are appropriate, reasonable and proportionate in accordance with NPS EN-1 and the DEFRA Guidance to satisfy the duty pursuant to s85 (A1) CROW 2000 in respect of the Authorised Development.
- 1.2 The Promoter will prepare an initial feasibility study within 5 years of Commencement of the Authorised Development to assess feasibility for the potential PJ Line removal (including a review of the technical solution, availability of funding, consenting, land ownership, operational requirements, programme and delivery options) in the longer term. This will be limited to initial feasibility and following the feasibility study any consideration of a commitment to take forward a project for removal of the PJ Line would be a matter for consideration by relevant stakeholders (including UK Power Networks, OFGEM, the Promoter, the Council and Essex County Council) outside the DCO and the terms of this Agreement. The Promoter will provide the feasibility study to the Council and DVNLP upon its completion.
- 1.3 The Council and the Promoter agree that the Project Delivery Panel will meet annually as a minimum or more regularly if decided by the Project Delivery Panel.

Table 1

Management Plan Principles (2026-31)		Activity to support delivery
Place		
Place 01	Support work that contributes to and protects the statutory purpose of the National Landscape, including conserving and enhancing defined features of landscape quality, scenic quality, relative wildness, tranquillity and natural and cultural heritage.	Landscape enhancement projects to support heritage and views
Place 06	Historic and locally distinctive character of rural settlements and buildings in the Dedham Vale National Landscape area will be maintained and strengthened. The use of sustainably sourced locally derived materials for restoration and conversion work will be encouraged. New developments will be expected to apply appropriate design guidance and to be complementary to local character in form, siting, scale, contribution to settlement pattern and choice of materials.	Commission study into the vernacular of the Dedham Vale for use by developers and planners
Place 08	The removal or mitigation of	Commission study into identified

	identified landscape detractors will be pursued	detractors of Natural Beauty in Dedham Vale
Place 12	A collaborative long term 'farm cluster' approach to support the farming and landowner community to support the aims of the Dedham Vale National Landscape and Stour Valley management plan 2026-31 will be pursued.	Support Stour Valley Farmer Cluster (Co-ordinator)
Place 13	Support work to conserve and enhance the river and its tributaries landscape quality and wildlife habitat.	Delivery of Tributary, River, Wetland Enhancement Projects
People		
People 14	Support initiatives to make improvements to the Rights of Way Network to overcome barriers provide and improve countryside access, health and well-being opportunities, including, connecting with NHS social prescribing, enhanced way-marking, signposting and maintenance, new access. Support for investment in access from Environmental Land Management schemes and other opportunities.	Enhance Public Rights of Way network and access
People 15	Support work to enhance promoted routes and increase appropriate access in the Dedham Vale National Landscape area.	Enhance Promoted Routes Awareness (Stour Valley path and circular routes)
People 16	Support initiatives to encourage more sustainable tourism including sustainable transport to and from the area and for travel within the area.	Support sustainable tourism initiatives (Walking and Riding infrastructure)
People 19	Support volunteering opportunities in the Dedham Vale National Landscape area, particularly those that contribute to the delivery of natural beauty.	Support volunteering opportunities in the DV (tools, vehicles, promotions)
People 21	Support projects to broaden the appeal, understanding and engagement with the Dedham Vale National Landscape to groups that are underrepresented in the current visitor profile.	Broaden awareness and understanding of DV (Events, Promotions, Materials)

Nature		
Nature 22	Work in partnership to deliver on the apportioned targets in the Protected Landscapes Targets and Outcomes Framework.	Delivery of Protected Landscapes Targets and Outcomes Framework
Nature 23	Deliver the Dedham Vale National Landscape Nature Recovery Plan and support delivery of Local Nature Recovery Strategies	Delivery of Nature Recovery Plan
Nature 24	Support projects to create a greater understanding and connection between people and wildlife while at the same time seek to increase understanding of and reduce visitor pressures on sensitive sites	Greater Understanding and Reduce Disturbance at Sensitive Sites
Climate		
Climate 25	Support nature-based solutions that absorb carbon and reduce drivers and risks of climate change that support National Landscape purpose.	Nature Based Solution project
Climate 27	Support low carbon initiatives appropriate to the National Landscape designation.	Increase Understanding, Share Best Practice, Promote Action
Resourcing		
1.0 FTE Project Officer embedded in National Landscape Team		
Hosting, office accommodation, ICT, HR, line management, insurance, travel, training		
Enabling of community-led delivery to further support Management Plan principles		
Sponsor of DV Sustainable Development Fund		
Sponsor Stour Valley Environment Fund		

Appendix 1

~~[Plan of Dedham Vale National Landscape and Stour Valley]¹~~

**THE NATIONAL GRID (NORWICH TO TILBURY) ORDER LAND PLANS REGULATION
5(2)(i)(i)-(iii) SECTION B (SHEET 20 OF 22 MID SUFFOLK DISTRICT COUNCIL AND
BABERGH DISTRICT COUNCIL)**

¹- ~~NGET to provide.-~~

EXECUTION PAGE

Council

Executed as a deed by **SUFFOLK**) *[Common seal]*
COUNTY COUNCIL by affixing its)
common seal acting by [Authorised)
Signatory]:)

Authorised Signatory

Promoter

Executed as a deed by **NATIONAL GRID**)
ELECTRICITY TRANSMISSION PLC)
acting by [name of first director] and)
[name of second director or secretary] :)

Director

Director/Secretary

National Grid plc
National Grid House,
Warwick Technology Park,
Gallows Hill, Warwick.
CV34 6DA United Kingdom

Registered in England and Wales
No. 4031152
nationalgrid.com

Summary report: Litera Compare for Word 11.14.0.42 Document comparison done on 07/07/2026 17:02:44	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: NTT - DRAFT - s106 agreement.docx	
Modified filename: [D6 submission - s106 agreement] 8.25 National Landscape - DRAFT - Agreement pursuant to section 106 of the Town and Country Planning Act 1990.docx	
Changes:	
<u>Add</u>	33
Delete	27
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	60