MORGAN AND MORECAMBE OFFSHORE WIND FARMS: TRANSMISSION ASSETS

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STATUTORY INSTRUMENTS

202[] No.

INFRASTRUCTURE PLANNING

The Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[●]

Made - - - - ***

Coming into force ***

CONTENTS

PART 1
Preliminary

1. Citation and commencement 5
2. Interpretation 5

PART 2
Principal Powers

3. Development consent etc. granted by the Order 12
4. Deemed marine licences under the 2009 Act 13
5. Power to maintain the authorised project 13
6. Benefit of the Order 13
7. Application and modification of legislative provisions 15
8. Defence to proceedings in respect of statutory nuisance 17

PART 3
Streets

9. Street works 18
10. Power to alter layout etc. of streets 18
11. Application of the 1991 Act 19
12. Temporary closure of public rights of way 19
13. Temporary restriction of use of streets 19
14. Access to works 20
15. Agreements with street authorities 21

PART 4
Supplemental powers

16. Discharge of water 21

17. Authority to survey and investigate the land 22
18. Protective work to buildings 23
~~19. Removal of human remains 23~~
19. NOT USED 24

PART 5
Powers of acquisition

20. Compulsory acquisition of land 26
21. Time limit for exercise of authority to acquire land compulsorily 26
22. Compulsory acquisition of rights 27
23. Compulsory acquisition of land: minerals 27
24. Private rights 28
25. Application of the 1981 Act 29
26. Acquisition of subsoil only 30
27. Modification of Part 1 of the 1965 Act 30
28. Rights under or over streets 31
29. Temporary use of land for carrying out the authorised project 32
30. Temporary use of land for maintaining the authorised project 34
31. Statutory undertakers 35
32. Recovery of costs of new connections 35
33. Funding 36

PART 6
Miscellaneous and general

34. Application of landlord and tenant law 37
35. Felling or lopping of trees and removal of hedgerows 37
36. Trees subject to tree preservation orders 38
37. Abatement of works abandoned or decayed 38
38. Saving provisions for Trinity House 39
39. Crown rights 39
40. Protective provisions 39
41. Operational land for the purposes of the 1990 Act 39
42. Certification of plans and documents, etc. 39
43. Service of notices 39
44. No double recovery 41
45. Requirements, appeals, etc. 41
46. Arbitration 41
47. Inconsistent planning permissions 41

SCHEDULE 1 — Authorised Project 42
PART 1 — Authorised Development 42
PART 2 — Ancillary Works 61
SCHEDULE 2A — Requirements – Project A 62
SCHEDULE 2B — Requirements – Project B 70
SCHEDULE 3A — Streets subject to street works – Project A 79

SCHEDULE 3B — Streets subject to street works – Project B 87
SCHEDULE 4A — Streets to be temporarily closed or restricted – Project A 95
SCHEDULE 4B — Streets to be temporarily closed or restricted – Project B 103
SCHEDULE 5A — Public rights of way to be temporarily closed, altered or ~~restricted~~diverted – Project A 111
SCHEDULE 5B — Public rights of way to be temporarily closed, altered or ~~restricted~~diverted – Project B 114
SCHEDULE 6A — Access to works – Project A 118
SCHEDULE 6B — Access to works – Project B 127
SCHEDULE 7A — Land of which only temporary possession may be taken – Project A 135
SCHEDULE 7B — Land of which only temporary possession may be taken – Project B 139
SCHEDULE 8A — Land in which only new rights etc. may be acquired – Project A 143
SCHEDULE 8B — Land in which only new rights etc. may be acquired – Project B 166
SCHEDULE 9 — Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions 188
SCHEDULE 10 — Protective provisions 191
PART 1 — Protection of electricity, gas, water and sewerage undertakers 191
PART 2 — Protection for operators of electronic communications code networks 195
PART 3 — For the protection of SABIC 196
PART 4 — For the protection of National Grid 208
PART 5 — For the protection of National Gas Transmission PLC as Gas Undertaker 216
PART 6 — For the protection of Cadent Gas Limited as Gas Undertaker 224
PART 7 — For the protection of United Utilities Water Limited (UU Water) 233
PART 8 — For the protection of Network Rail 240
PART 9 — For the protection of the Environment Agency 246
PART 10 — For the protection of Lead Local Flood Authority 251
PART 11 — For the protection of SP Manweb as electricity undertaker 254
PART 12 — For the protection of the Canal ~~and~~& River Trust 261
SCHEDULE 11A — Removal of hedgerows – Project A 269
PART 1 — Removal of hedgerows 269
PART 2 — Removal of important hedgerows 283
SCHEDULE 11B — Removal of hedgerows – Project B 284
PART 1 — Removal of hedgerows 284
PART 2 — Removal of important hedgerows 301
SCHEDULE 12 — Approval of matters specified in requirements 302
SCHEDULE 13 — Arbitration rules 306
SCHEDULE 14 — Marine Licence 1: Morgan Offshore Wind Project Transmission Assets 309
PART 1 — Licensed marine activities 309
PART 2 — Conditions 319
SCHEDULE 15 — Marine Licence 2: Morecambe Offshore Windfarm Transmission Assets 330
PART 1 — Licensed marine activities 330
PART 2 — Conditions 338
SCHEDULE 16 — Marine Licence 3: Morgan Offshore Wind Project Transmission Assets - River Ribble 348

PART 1 — Licensed activities 348
PART 2 — Conditions 353
SCHEDULE 17 — Marine Licence 4: Morecambe Offshore Windfarm Transmission Assets - River Ribble 356
PART 1 — Licensed activities 356
PART 2 — Conditions 360
SCHEDULE 18 — Documents to be certified 363

An application has been made to the Secretary of State under section 37 of the Planning Act 2008(**a**) ("the 2008 Act") for an Order granting development consent.

The application was examined by a [Panel] (appointed by the Secretary of State) in accordance with Part 6 of the 2008 Act and carried out in accordance with the Infrastructure Planning (Examination Procedure) Rules 2010(**b**).

The [Panel] having considered the representations made and not withdrawn and the application together with the accompanying documents, in accordance with section 74(2) of the 2008 Act, has submitted a report and recommendation to the Secretary of State.

The Secretary of State has considered the [representations made and not withdrawn], and the report and recommendation of the [Panel] has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**c**), and, as a national policy statement as effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

[The Secretary of State is satisfied that the open space forming special category land specified in the land plan and special category land plan (as defined in article 2 of this Order), when burdened with any new rights authorised to be compulsorily acquired under this Order, will be no less advantageous than it was before to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that, accordingly, section 132(3) of the 2008 Act applies.]

[The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application].

The Secretary of State, in exercise of the powers conferred by sections [114, 115, 120, 132, 149A and schedule 5] to the 2008 Act, makes the following Order—

(**a**) 2008 c.29. Section 37 was amended by section 128(2) and Schedule 13, Part 1, paragraphs 1 to 5 of the Locations Act 2011 (c.20).
(**b**) S.I. 2010/103. This instrument was amended by S.I. 2012/635.
(**c**) S.I. 2017/572

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•] and comes into force on [•] 202[•].

Interpretation

2.—(1) Except for Schedules 14, 15, 16 and 17 (deemed marine licences), which are subject to the definitions in those Schedules, in this order—

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

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

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

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

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

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

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

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

"2004 Act" means the Energy Act 2004(**i**);

"2008 Act" means the Planning Act 2008;

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

"access to works plan" means the document certified as the access to works plan by the Secretary of State under article 42 for the purposes of this Order;

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

"alternative trenchless installation technique works" means the installation of electrical circuits by means of direct pipe or micro-tunnel;

"ancillary works" means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

"apparatus" has the same meaning as in section 105(1) of the 1991 Act;

"authorised development" means—

(a) in relation to Project A, the development and associated development described in Chapter 1 and Chapter 3 of Part 1 of Schedule 1 (authorised development) and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

(b) in relation to Project B, the development and associated development described in Chapter 2 and Chapter 3 of Part 1 of Schedule 1 (authorised development) and any other

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(**a**) 1961 c.33.
(**b**) 1965 c.56.
(**c**) 1980 c.66.
(**d**) 1981 c.66.
(**e**) 1989 c.29.
(**f**) 1990 c.8.
(**g**) 1991 c.22.
(**h**) 2003 c.21.
(**i**) 2004 c.20 Section 105 was amended by section 69 of the Energy Act 2008 (c.32).
(**j**) 2009 c.23.

development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

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

"bank holiday" means Christmas Day, Good Friday, New Year's Day, the First Monday in May and any other bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971 (**a**);

"BAE" means BAE Systems ~~plc~~(Operations) Ltd (company registration number ~~01470151~~01996687) whose registered office is at ~~6 Carlton Gardens, London, SW1Y 5AD~~Victory Point, Lyon Way, Frimley, Camberley, Surrey, England, GU16 7EX;

"BAOL" means Blackpool Airport Operations Limited (company registration number 09307995) whose registered office is at Number One Bickerstaffe Square, Talbot Road, Blackpool, FY1 3AH;

["biodiversity metric" means Biodiversity Metric 4.1 as published by Natural England in November 2023;]

"book of reference" means the document certified as the book of reference by the Secretary of State under article 42 for the purposes of this Order;

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

"buoy" means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR and guard buoys;

"business day" means a day other than a Saturday or Sunday or a bank holiday in England and Wales;

"cable" means up to 400kV cables for the transmission of electricity and includes cables laid in cable ducts, protective covers or mini-or-micro-tunnels, and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable circuits" means a number of electrical conductors necessary to transmit electricity between two points within the authorised development; this may comprise, depending on transmission technology, one or more conductors, which may be bundled as one cable or to take the form of separate cables, and the circuit may include one or more auxiliary cables (normally fibre optic cables) for the purpose of control, monitoring, protection or general communications;

"cable crossings" means the crossing of existing cables and sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

"cable ducts" means conduits for the installation of cables and includes (where appropriate) protective covers, pipes or mini-or-micro-tunnels;

"cable protection" means measures to protect cables from physical damage including but not limited to concrete mattresses, with or without frond devices, the use of bagged solutions filled with grout or other materials, and/or rock placement;

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

"commence" means—

(c) in relation to any activities licensed by licence 1 or licence 2, the first carrying out of those activities save for operations consisting of pre-construction surveys, monitoring surveys, unexploded ordnance surveys and clearance of low order unexploded ordnance approved under licence 1 or licence 2;

(d) in respect of any other works, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project except for onshore site preparation works and the words "commence" and "commencement" must be construed accordingly;

(**a**) 1971 c.80.

"commercial operation" means in relation to any part of the authorised project, the exporting, transmission or conversion of electricity on a commercial basis;

"construction compound" means a construction site associated with the Project A onshore works, Project B onshore works, Project A intertidal works or Project B intertidal works including (as required) but not limited to hardstanding, ground preparation, lay down and storage areas for construction materials, plant and equipment, fuel storage, areas for spoil, areas comprising water and bentonite tanks, pumps and pipes, waste management, bunded generators, temporary fencing, lighting, workshop facilities, areas for welfare facilities including site offices, canteen and washroom facilities, wheel washing facilities, areas for vehicular parking, or any other means of enclosure or areas required for construction purposes;

"crown land plan – onshore and offshore" means the document certified as the crown land plan - onshore and offshore by the Secretary of State under article 42 for the purposes of this Order;

"deemed marine licences" means licence 1, licence 2, licence 3 and licence 4;

"direct pipe" refers to a cable installation technique which involves the use of a mini-or-micro-tunnel boring machine and a hydraulic (or other) thruster rig to directly install a steel pipe between two points;

"Electricity North West" means Electricity North West Limited (company number 02366949) whose registered office is Borron Street, Stockport SK1 2JD or any such successor company in relation to the 6kV electric line included in Work No. 39A;

"electronic transmission" means a communication transmitted—

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

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

"environment agency" means the Environment Agency or any successor body to its functions;

"environmental mitigation works" means any mitigation measures required for the authorised project including ecological, landscaping, drainage and water attenuation mitigation measures and mitigation measures identified in the environmental statement or required under the requirements or conditions;

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 42 for the purposes of this Order;

"HDD" or "horizontal directional drilling" refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

"high order unexploded ordnance clearance" means an unexploded ordnance clearance method which intentionally seeks to detonate the unexploded ordnance;

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

"Historic England" means Historic England or its successor in function;

"HVAC" means high voltage alternating current;

"indicative extent of marine licences and grid co-ordinates plan" means the document certified as the indicative extent of marine licences and grid co-ordinates plan by the Secretary of State under article 42 (certification of documents and plans etc.) of the Order;

"joint bay" means an excavation formed to enable the jointing of the cables;

"jointing" means a process by which two or more cables are connected to each other by means of cable joints within a joint bay;

"km" means kilometres and "km^2" means kilometres squared;

"land plan - onshore" means the document certified as the land plan - onshore by the Secretary of State under article 42 for the purposes of this Order;

"lead local flood authority" has the same meaning as in section 6(7) (other definitions) of the Flood and Water Management Act 2010

"licence 1" means the marine licence set out in Schedule 14 (Marine Licence 1: Morgan Offshore Wind Project Transmission Assets);

"licence 2" means the marine licence set out in Schedule 15 (Marine Licence 2: Morecambe Offshore Windfarm Transmission Assets);

"licence 3" means the marine licence set out in Schedule 16 (Marine Licence 3: Morgan Offshore Wind Project Transmission Assets - River Ribble);

"licence 4" means the marine licence set out in Schedule 17 (Marine Licence 4: Morecambe Offshore Windfarm Transmission Assets - River Ribble)";

"LiDAR" means a light detection and ranging system used to measure weather and sea conditions;

"link box" means an underground metal box placed within a plastic or concrete pit where the metal sheaths between adjacent export cable sections are connected and earth installed within a ground level manhole or inspection chamber to allow access to the link box for regular maintenance or fault-finding purposes;

"low order unexploded ordnance clearance" means an unexploded ordnance clearance method which does not seek to detonate the unexploded ordnance;

"m" means metres, "m^2" means square metres and "m^3" means metres cubed;

"maintain" includes inspect, upkeep, repair, adjust and alter the authorised project, and further includes remove, reconstruct and replace any part of the authorised project, (excluding removal, reconstruction or replacement of whole buildings associated with the onshore substations), to the extent assessed in the environmental statement and any derivative of "maintain" shall be construed accordingly;

"Marine Management Organisation" means the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function and "MMO" must be construed accordingly;

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

"mean low water springs" or "MLWS" means the lowest level which spring tides reach on average over a period of time;

"measures to minimise disturbance to marine mammals and rafting birds from vessels" means the document certified as the measures to minimise disturbance to marine mammals and rafting birds from vessels by the Secretary of State under article 42 for the purposes of this Order;

"micro-tunnel" refers to a tunnelling technique involving the use of a hydraulic (or other) jacking rig and a mini-or-micro-tunnel boring machine to install a concrete tunnel or pipe sleeve between two points;

"Morecambe" means Morecambe Offshore Windfarm Ltd (company registration number SC734062) whose registered office is at C/O Flotation Energy Limited, Hobart House, 80 Hanover Street, Edinburgh, United Kingdom, EH2 1EL;

"Morecambe generation assets" means the Morecambe offshore windfarm generating assets for which separate development consent is being sought by Morecambe pursuant to application reference EN010121;

"Morecambe offshore substation platform" means the offshore substation platform forming part of the Morecambe generation assets [authorised by the Morecambe Offshore Windfarm Generation Assets Order 202[ ]];

"Morgan" means Morgan Offshore Wind Limited (company registration number 13497271) whose registered office is at Chertsey Road, Sunbury On Thames, Middlesex, TW16 7BP;

"Morgan generation assets" means the Morgan offshore wind farm generating assets for which separate development consent is being sought by Morgan pursuant to application reference EN010136;

"Morgan offshore substation platforms" means the offshore substation platforms forming part of the Morgan generation assets [authorised by the Morgan Offshore Wind Project Generation Assets Order 202[ ]];

"offshore in principle monitoring plan" means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 42 for the purposes of this Order;

["onshore biodiversity benefit statement" means the document certified as the onshore biodiversity benefit statement by the Secretary of State under article 42 for the purposes of this Order;]

"onshore site preparation works" means operations consisting of site clearance, demolition, early planting of landscaping works, archaeological investigations, environmental surveys, environmental mitigation works, biodiversity benefit works~~, removal of hedgerows and trees~~, surveys and investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of utilities and services, site security works, the erection of any temporary means of enclosure, the erection of temporary hard standing, the erection of welfare facilities and compounds for welfare facilities, creation of site accesses and the temporary display of site notices or advertisement;

"Order land" means the land shown on the land plan - onshore which is within the limits of land to be acquired or used and described in the book of reference;

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

"outline cable burial risk assessment" means the document certified as the outline cable burial risk assessment by the Secretary of State under article 42 for the purposes of this Order;

"outline code of construction practice" means the document certified as the outline code of construction practice by the Secretary of State under article 42 for the purposes of this Order including the annexes to the outline code of construction practice listed in Table 11 of Schedule 18;

"outline construction traffic management plan" means the document certified as the outline construction traffic management plan by the Secretary of State under article 42 for the purposes of this Order;

"outline design principles" means the document certified as the outline design principles by the Secretary of State under article 42 for the purposes of this Order;

"outline ecological management plan" means the document certified as the outline ecological management plan under article 42 for the purposes of this Order;

"outline employment and skills plan" means the document certified as the outline employment and skills plan by the Secretary of State under article 42 for the purposes of this Order;

"outline fisheries liaison and co-existence plan" means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 42 for the purposes of this Order;

"outline highway access management plan" means document certified as the outline highway access management plan by the Secretary of State under article 42 for the purposes of this Order;

"outline hydrogeological risk assessment" means the document certified as the outline hydrogeological risk assessment by the Secretary of State under article 42 for the purposes of the Order;

"outline landscape management plan" means the document certified as the outline landscape management plan by the Secretary of State under article 42 for the purposes of this Order;

"outline marine mammal mitigation protocol" means the document certified as the outline marine mammal mitigation protocol by the Secretary of State under article 42 for the purposes of this Order;

"outline offshore cable specification and installation plan" means the document certified as the outline offshore cable specification and installation plan by the Secretary of State under article 42 for the purposes of this Order;

"outline offshore operations and maintenance plan" means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 42 for the purposes of this Order;

"outline offshore written scheme of investigation for archaeology" means the document certified as the outline offshore written scheme of investigation for archaeology by the Secretary of State under article 42 for the purposes of this Order;

"outline onshore and intertidal written scheme of investigation" means the document certified as the outline onshore and intertidal written scheme of investigation by the Secretary of State under article 42 for the purposes of this Order;

"outline onshore construction method statement" means the document certified as the outline onshore construction method statement by the Secretary of State under article 42 for the purposes of the Order;

"outline operational drainage management plan" means the document certified as the outline operational drainage management plan by the Secretary of State under article 42 for the purposes of this Order;

"outline public access management strategy" means the document certified as the outline public access management strategy by the Secretary of State under article 42 for the purposes of this Order;

"outline vessel traffic management plan" means the document certified as the outline vessel traffic management plan by the Secretary of State under article 42 for the purposes of this Order;

"outline wildlife hazard management plan" means the document at Appendix E of the outline ecological management plan;

"Project A" means the Project A offshore works, Project A intertidal works and the Project A onshore works;

"Project A Blackpool Airport works" means Work Nos. 9A, 10A, 11A, 12A, 13A, 14A and 36A together with any other authorised development associated with those works and related ancillary works;

"Project A intertidal works" means Work No. 4A situated between MHWS and MLWS together with any other authorised development associated with those works and related ancillary works;

"Project A landfall works" means Work Nos. 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 36A, 38A, 42A, 43A and 47A together with any other authorised development associated with those works and related ancillary works;

"Project A offshore works" means Work Nos. 1A to 3A together with any other authorised development associated with those works and related ancillary works;

"Project A onshore works" means Work Nos. 5A to 54A together with any other authorised development associated with those works and related ancillary works;

"Project A River Ribble works" means Work Nos. 26A to 31A together with any other authorised development associated with those works and related ancillary works;

"Project B" means the Project B offshore works, Project B intertidal works and the Project B onshore works;

"Project B Blackpool Airport works" means Work Nos. 9B, 10B, 11B, 12B, 13B 14B and 36B together with any other authorised development associated with those works and related ancillary works;

"Project B intertidal works" means Work No. 4B situated between MHWS and MLWS together with any other authorised development associated with those works and related ancillary works;

"Project B landfall works" means Work Nos. 3B, 4B, 5B, 6B, 7B, 8B, 9B, 10B, 36B, 38B, 42B, 43B and 47B together with any other authorised development associated with those works and related ancillary works;

"Project B offshore works" means Work Nos. 1B to 3B together with any other authorised development associated with those works and related ancillary works;

"Project B onshore works" means Work Nos. 5B to 54B together with any other authorised development associated with those works and related ancillary works;

"Project B River Ribble works" means Work Nos. 26B to 31B together with any other authorised development associated with those works and related ancillary works;

"public rights of way plan" means the plans certified as the public rights of way plan by the Secretary of State under article 42 for the purposes of this Order;

"relevant planning authority" means in any given provision of this Order (including the requirements), the local planning authority—

(a) for the area of land to which the provision relates is situated; and

(b) with the relevant legislative competence under the 1990 Act for the matter to which that provision relates;

"requirements" means those matters set out in Schedule 2A (Requirements – Project A) and Schedule 2B (Requirements – Project B) to this Order;

"special category land plan - onshore" means the document certified as the special category land plan - onshore by the Secretary of State under article 42 for the purposes of this Order;

"stage" means—

(a) For Project A, a part of the Project A onshore works identified as a stage in a written scheme approved under requirement 3 of Schedule 2A; and

(b) For Project B, a part of the Project B onshore works identified as a stage in a written scheme approved under requirement 3 of Schedule 2B;

"statutory historic body" means an organisation charged by the government with advising on matters related to historic buildings and monuments;

"statutory nature conservation body" means an organisation charged by the government with advising on nature conservation matters;

"statutory undertaker" means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

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

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

"street works plan" means the plan certified as the street works plan by the Secretary of State under article 42 for the purposes of this Order;

"substation" means a HVAC substation compound containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical protection equipment devices (disconnectors, circuit breakers), cooling, harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, vehicular parking, access including internal roads, fencing and other associated equipment, structures or buildings;

"transition joint bays" means the underground concrete bays in Work No. 10A and Work No. 10B where the offshore cable circuits are jointed to the onshore cable circuits;

(**a**) Section 48 was amended by section 124 (1) and (2) of the Local Transport Act 2008 (c.26).

(**b**) "Street authority" is defined in section 49, which was amended by section 1(6) and paragraphs 113 and 117 of Schedule 1 to the Infrastructure Act 2015.

"tree preservation order and hedgerow plan" means the document certified as the tree preservation order and hedgerow plan by the Secretary of State for the purposes of this Order under article 42;

"trenchless installation technique works" means the installation of electrical circuits and/or cables in cable ducts by means of boring techniques including horizontal directional drilling, pipe jacking/horizontal auger boring and micro-boring;

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

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

"undertaker" means, subject to article 6 (benefit of the Order)—

(a) for the purposes of constructing, maintaining and operating Project A and any related ancillary works, Morgan; and

(b) for the purposes of constructing, maintaining and operating the Project B and any related ancillary works, Morecambe;

"vessel" means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

"water attenuation feature" means an area within which sustainable drainage systems measures are to be adopted to facilitate the gradual release, attenuation and/or storage of water;

"works plans" means the works plans – offshore, the works plans – onshore and offshore and the works plans – onshore and intertidal;

"works plans – offshore" means the plans certified as the works plans – offshore by the Secretary of State under article 42 for the purposes of this Order;

"works plans – onshore and intertidal" means the plans certified as the works plans - onshore and intertidal by the Secretary of State under article 42 for the purposes of this Order; and

"works plans – onshore and offshore" means the plans certified as the works plans – onshore and offshore by the Secretary of State under article 42 for the purposes of this Order.

(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 restrictive covenants are references to the creation of rights 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 is otherwise comprised in the Order land.

(3) All distances, directions, areas and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are taken to be measured along that work.

(4) For the purposes of this Order, all areas described in square metres in the book of reference are approximate.

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

(6) References in this Order to numbered works are references to the works as numbered in Part 1 of Schedule 1 (authorised development).

PART 2

Principal Powers

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order including the requirements—

(a) Morgan is granted development consent for Project A to be carried out within the Order limits identified for Project A on the works plans; and

(b) Morecambe is granted development consent for Project B to be carried out within the Order limits identified for Project B on the works plans.

(2) [The development consent granted for Project A is conditional upon and subject to development consent being granted for the Morgan generation assets.]

(3) [The development consent granted for Project B is conditional upon and subject to development consent being granted for the Morecambe generation assets.]

Deemed marine licences under the 2009 Act

4.—(1) The marine licences set out in Schedule 14 and Schedule 16 are deemed to have been granted to Morgan under Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part 1 of the licences and subject to the conditions specified in Part 2 of the licences.

(2) The marine licences set out in Schedule 15 and Schedule 17 are deemed to have been granted to Morecambe under Part 4 of the 2009 Act (marine licensing) for the licensed activities specified in Part 1 of the licences and subject to the conditions specified in Part 2 of the licences.

Power to maintain the authorised project

5.—(1) Subject to paragraph (2)—

(a) Morgan may at any time maintain Project A, except to the extent that this Order or an agreement made under this Order provides otherwise; and

(b) Morecambe may at any time maintain Project B, except to the extent that this Order or an agreement made under this Order provides otherwise.

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

Benefit of the Order

6.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraphs (3) and (8), Morgan may with the written 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 (excluding the deemed marine licences) in relation to Project A and such related statutory rights as may be agreed between Morgan and the transferee; and

(b) grant to another person ("the lessee") for a period agreed between Morgan and the lessee any or all of the benefit of the provisions of this Order (excluding the deemed marine licences) in relation to Project A and such related statutory rights as may be so agreed.

(3) Subject to paragraph (6), Morgan may with the written consent of the Secretary of State—

(a) where an agreement has been made in accordance with paragraph 2(a), transfer to the transferee the whole of licence 1 or licence 3 and such related statutory rights as may be agreed between Morgan and the transferee; and

(b) where an agreement has been made in accordance with paragraph 2(b), grant to the lessee for the duration mentioned in paragraph (2)(b), the whole of licence 1 or licence 3 and such related statutory rights as may be so agreed,

except where paragraph (8) applies, in which case the consent of the Secretary of State is not required.

(4) Subject to paragraphs (5) and (8), Morecambe may with the written 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 (excluding the deemed marine licences) in relation to Project B and such related statutory rights as may be agreed between Morecambe and the transferee; and

(b) grant to another person ("the lessee") for a period agreed between Morecambe and the lessee any or all of the benefit of the provisions of this Order (excluding the deemed marine licences) in relation to Project B and such related statutory rights as may be so agreed.

(5) Subject to paragraph (6), Morecambe may with the written consent of the Secretary of State—

(a) where an agreement has been made in accordance with paragraph 4(a), transfer to the transferee the whole of licence 2 or licence 4 and such related statutory rights as may be agreed between Morecambe and the transferee; and

(b) where an agreement has been made in accordance with paragraph 4(b), grant to the lessee for the duration mentioned in paragraph (4)(b), the whole of licence 2 or licence 4 and such related statutory rights as may be so agreed,

except where paragraph (8) applies, in which case the consent of the Secretary of State is not required.

(6) The Secretary of State must notify the MMO and must have regard to any response received from the MMO within 28 days of notification before giving consent to the transfer or grant to another person of the benefit of the provisions of the relevant deemed marine licence.

(7) Where Morgan or Morecambe have transferred any benefit, or for the duration of any period during which Morgan or Morecambe have granted any benefit, under paragraphs (2) or (3) or under paragraphs (4) or (5) respectively—

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

(b) the transferred benefit is to reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit shall not be enforceable against the relevant undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the relevant undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the relevant undertaker on behalf of the transferee; and

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) or under paragraphs (4) or (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the relevant undertaker.

(8) No consent of the Secretary of State is required where—

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

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

(i) no such claims have been made;

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

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

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

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

(c) the transferee or lessee is Electricity North West for purposes of undertaking Work No. 39A.

(9) Except in paragraph (~~5~~7), where an agreement has been made in accordance with paragraphs (2) or (3) references in this Order to the undertaker or Morgan will include references to the transferee or lessee as appropriate.

(10) Except in paragraph (~~5~~7), where an agreement has been made in accordance with paragraphs (4) or (5) references in this Order to the undertaker or Morecambe will include references to the transferee or lessee as appropriate.

(11) Prior to any transfer or grant under this article taking effect the relevant undertaker must give notice in writing to the Secretary of State, the other undertaker (as appropriate), and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(12) A notice required under paragraph (11) must—

(a) state—

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

(ii) subject to paragraph (13), the date on which the transfer will take effect;

(iii) the provisions to be transferred or granted;

(iv) the restrictions, liabilities, and obligations that, in accordance with sub-paragraph (7)(c), will apply to the person exercising the powers transferred or granted; and

(v) where paragraph (8) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land;

(b) be accompanied by—

(i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and

(ii) a copy of the document effecting the transfer or grant signed by the relevant undertaker and the person to whom the benefit of the powers will be transferred or granted.

(13) The date specified under paragraph (12)(a)(ii) in respect of a notice served under paragraph (12) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(14) The notice given under paragraph (12) must be signed by the relevant undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(15) Section 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the benefit of the provisions of any deemed marine licence to another person by either Morgan or Morecambe pursuant to an agreement under this article, save that the MMO may amend licence 1, licence 2, licence 3 or licence 4 to correct the name of the relevant undertaker to the name of a transferee or lessee under this Article 6 (benefit of the Order).

Application and modification of legislative provisions

7.—(1) The following enactments do not apply in relation to the construction of any work or the carrying out of any operation for the purpose of or in connection with, the construction of the authorised project or any maintenance of any part of the authorised project—

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

(**a**) 1991 c.57 Paragraph 5 was amended by section 100(1) and (2) of the Natural Environment and Rural Communities Act 2006 (c.16), section 84 of, and paragraph 3 of Schedule 11 to, the Marine and Coastal Access Act 2009 (c.23), paragraphs 40 and 49 of Schedule 2 to the Flood and Water Management Act 2010 (c.29) and S.I. 2013/755. Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995 (c.25), section 224 of, and paragraphs 20 and 24 of Schedule 16, and Part 5(B) of Schedule 22, to the Marine and Coastal Access Act 2009 and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

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

(**a**) As substituted by section 31 of, and paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 (c.29) and section 86(1) and (3) of the Water Act 2014 (c.21).

(c) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(**a**) in respect of a flood risk activity (including works affecting sea defences) only;

(d) sections 23 (prohibition on obstructions etc. in watercourses) and 30 (authorisation of drainage works in connection with a ditch) of the Land Drainage Act 1991(**b**); and

(e) the provisions of the Neighbourhood Planning Act 2017(**c**) in so far as they relate to the temporary possession of land under articles 29 (temporary use of land for carrying out the authorised project) and 30 (temporary use of land for maintaining the authorised project) of this Order.

(2) Regulation 6 of the Hedgerows Regulations 1997(**d**) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—

"(k) or for the carrying out or maintenance of development which has been authorised by the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]."

Defence to proceedings in respect of statutory nuisance

8.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances) of the Environmental Protection Act 1990(**e**) in relation to a nuisance falling within paragraphs (d), (fb), (g) and (ga) of section 79(1) (statutory nuisances and inspections therefor) of that Act no order is to be made, and no fine may be imposed, under section 82(2) of that Act if the defendant shows that the nuisance—

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

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

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

(2) Section 61(9) (prior consent for work on construction site) of the Control of Pollution Act 1974(**g**) does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction, maintenance or decommissioning of the authorised project.

(**a**) 2016/1154.
(**b**) 1991 c.59.
(**c**) 2017 c.20.
(**d**) S.I. 1997/1160.
(**e**) 1990 c.43. Relevant amendments are as follows: section 82 was amended by section 107 and Schedule 17 paragraph 6 of the Environment Act 1995 (c.25) and section 5(2) of the Noise and Statutory Nuisance Act 1993 (c.40), and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c.16), by section 2 of the Noise and Statutory Nuisance Act 1993 and by section 120 and Schedule 22, paragraph 89 of the Environment Act 1995.
(**f**) 1974 c.40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c.55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 and Schedule 24 to the Environment Act 1995. There are other amendments to the 1974 Act which are not relevant to the Order.
(**g**) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c .55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 and Schedule 24 to the Environment Act 1995.

PART 3

Streets

Street works

9.—(1) Morgan may, for the purposes of Project A, enter on so much of any of the streets specified in Schedule 3A (streets subject to street works – Project A) as is within the Order limits and may—

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

(b) tunnel or bore under the street;

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

(d) place and keep apparatus within or under the street;

(e) maintain apparatus within or under the street or change its position; and

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

(2) Morecambe may, for the purposes of Project B, enter on so much of any of the streets specified in Schedule 3B (streets subject to street works – Project B) as is within the Order limits and may—

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

(b) tunnel or bore under the street;

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

(d) place and keep apparatus within or under the street;

(e) maintain apparatus within or under the street or change its position; and

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

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

(4) In this article "apparatus" has the same meaning as in Part 3 of the 1991 Act(**a**).

Power to alter layout etc. of streets

10.—(1) Subject to paragraphs (2) and (3), the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with constructing, operating and maintaining the authorised project alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

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

(b) make and maintain passing place(s).

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

(3) The powers conferred by paragraph (1) must not be exercised without the consent of the street authority.

(4) Paragraphs (2) and (3) do no not apply where the undertaker is the street authority for a street in which the works are being carried out.

(**a**) "Apparatus" is defined in sections 89(3) and 105(1).

Application of the 1991 Act

11.—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications) in relation to—

(a) the carrying out of works under article 9 (street works); and

(b) the temporary closure, temporary alteration or temporary diversion of a street by the undertaker under article 13 (temporary restriction of use of streets);

whether or not the carrying out of the works or the closure, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act(**a**) are—

(a) subject to paragraph (3), section 55 (notice of starting date of works);

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

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

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

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

(f) section 76 (liability for cost of temporary traffic regulation);

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

(h) all provisions of that Act that apply for the purposes of the provisions referred to in sub-paragraphs (a) to (g).

(3) Section 55 of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a closure, alteration or diversion (as the case may be) required in a case of emergency.

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

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

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

(c) section 58(f) (restriction on works following substantial road works);

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

(e) section 61 (protected streets); and

(f) schedule 3A(h) (restriction on works following substantial street works).

Temporary closure of public rights of way

12.—(1) Morgan may in connection with the carrying out of Project A, temporarily close, alter or divert each of the public rights of way specified in column (2) of Schedule 5A (public rights of way to be temporarily closed – Project A) to the extent specified in column (3), by reference to the letters shown on the public rights of way plan.

(2) Morecambe may in connection with the carrying out of Project B, temporarily close, alter or divert each of the public rights of way specified in column (2) of Schedule 5B (public rights of way to be temporarily closed – Project B) to the extent specified in column (3), by reference to the letters shown on the public rights of way plan.

Temporary restriction of use of streets

13.—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily close, alter, manage or divert any street and may for any reasonable time—

(**a**) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c.18).

(a) divert the traffic or a class of traffic from the street; and

(b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may use any street temporarily closed under the powers conferred by this article within the Order limits as a temporary working site.

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

(4) Without limiting paragraph (1), Morgan may temporarily close, alter, manage or divert the streets specified in Schedule 4A (streets to be temporarily stopped up or restricted – Project A) to the extent specified in column (3) of that Schedule, by reference to the letters and numbers shown on the street works plan.

(5) Without limiting paragraph (1), Morecambe may temporarily close, alter, manage or divert the streets specified in Schedule 4B (streets to be temporarily stopped up or restricted – Project B) to the extent specified in column (3) of that Schedule, by reference to the letters and numbers shown on the street works plan.

(6) Morgan must not temporarily close or use as a temporary working site—

(a) any street referred to in paragraph (4) without first consulting the street authority; and

(b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(7) Morecambe must not temporarily close or use as a temporary working site—

(a) any street referred to in paragraph (5) without first consulting the street authority; and

(b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

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

(9) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (6)(b) or (7)(b), that street authority is deemed to have granted consent.

Access to works

14.—(1) Morgan may, for the purposes of Project A—

(a) form and lay out means of access, or improve or maintain existing means of access for the purposes of Project A within the Order limits from the streets listed in Schedule 6A (access to works – Project A) and shown on the access to works plan; and

(b) with the approval of the relevant highway authority, after consultation with the relevant planning authority, in accordance with requirement 10 (highway accesses) in Schedule 2A, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of Project A.

(2) Morecambe may, for the purposes of Project B—

(a) form and lay out means of access, or improve or maintain existing means of access for the purposes of Project B within the Order limits from the streets listed in Schedule 6B (access to works – Project B) and shown on the access to works plan; and

(b) with the approval of the relevant highway authority after consultation with the relevant planning authority in accordance with requirement 10 (highway accesses) in Schedule 2B, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of Project B.

(3) If the relevant highway authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraph (1)(b) or (2)(b) that relevant highway authority is deemed to have granted approval.

Agreements with street authorities

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

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

(b) the carrying out in the street of any of the works referred to in article 9 (street works).

(2) Such an agreement may, without limiting paragraph (1)—

(a) provide for the street authority to carry out any function under this Order that relates to the street in question;

(b) include an agreement between the undertaker and the street authority specifying a reasonable time for the completion of the works; and

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

PART 4

Supplemental powers

Discharge of water

16.—(1) Subject to paragraphs (3) and (4) and Part 5 of this Order below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

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

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

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and

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

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of, or construct any works in, under, over or within 8 metres of, any watercourse forming part of a main river, or within 16 metres of a tidally influenced main river without the prior written consent of the Environment Agency.

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

(**a**) 1991 c.56. Section 106 was amended by sections 43(2) and 35(8)(a) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c.43) and sections 99(2), (4), (5)(a), (5)(b), (5)(c) and 36(2) of the Water Act 2003 (c.37) and section 32, Schedule 3, paragraph 16(1) of the Flood and Water Management Act 2010 c.29.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(**a**).

(8) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to a sewerage undertaker, The Environment Agency, an internal drainage board or a local authority; and

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

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

Authority to survey and investigate the land

17.—(1) Morgan may for the purposes of this Order enter on any land shown within the Order limits identified for Project A or any land which may be affected by Project A and—

(a) survey or investigate the land;

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

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

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

(2) Morecambe may for the purposes of this Order enter on any land shown within the Order limits identified for Project B or any land which may be affected by Project B and—

(a) survey or investigate the land;

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

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

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

(3) No land may be entered or equipment placed or left on or removed from the land under paragraphs (1) or (2) unless at least 14 days' notice has been served on every owner and occupier of the land. If the undertaker proposes to do any of the following, the notice must include details of what is proposed—

(a) searching, boring or excavating;

(b) leaving apparatus on the land; and

(c) taking samples.

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

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

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

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

(5) Under this article, no trial holes, boreholes or trenches are to be made in, and no equipment may be placed or left on or removed from—

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

(b) a private street without the consent of the street authority;

~~but~~and such consent may be subject to such conditions as are reasonably required but must not be unreasonably withheld or delayed.

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

(7) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

(a) under paragraph (~~4~~5)(a) in the case of a highway authority; or

(b) under paragraph (~~4~~5)(b) in the case of a street authority,

that authority is deemed to have granted consent.

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

Protective work to buildings

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

(2) Protective works may be carried out—

(a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised project; or

(b) after the completion of that part of the authorised project in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which the authorised project is first brought into commercial operation.

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

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

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

(b) where the works cannot be carried out reasonably conveniently without entering land that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

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

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

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

(d) a power under paragraph (4)(b) to enter land—

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise the power and, in a case

falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of ten days beginning with the day on which the notice was served, require the question of 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 46 (arbitration).

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

(8) Where—

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

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

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

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act.

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

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

(12) In this article "protective works", in relation to a building, means—

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

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

~~**Removal of human remains**~~

~~**19.** Before the undertaker carries out any development or works which will or may disturb any human remains in the Order land it must remove those human remains from the Order land, or cause them to be removed, in accordance with the following provisions of this article.~~

~~(2) Subject to paragraphs (11) and (14), before any such remains are removed from the Order land the undertaker must give notice of the intended removal, describing the Order land and stating the general effect of the following provisions of this article, by—~~

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

~~(b) displaying a notice in a conspicuous place on or near to the Order land.~~

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

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

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

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

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

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

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

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

(8) If —

(a) within the period of fifty-six days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order land;

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

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

(d) it is determined that the remains to which any such notice under paragraph (4) relates cannot be identified;

subject to paragraph (9), 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.

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

(10) On the re-interment or cremation of any remains under this article —

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

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

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

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

(13) Section 25 (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State) of the Burial Act 1857(**a**) is not to apply to a removal carried out in accordance with this article.

(**a**) 1857 c.81.

~~(14) No notice is required under paragraph (2) before the removal of any human remains where the undertaker is satisfied—~~

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

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

~~(15) In the case of remains in relation to which paragraph (14) applies, the undertaker—~~

~~(a) may remove the remains;~~

~~(b) must apply for direction from the Secretary of State under paragraph (11) as to their subsequent treatment; and~~

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

NOT USED

19. NOT USED

PART 5

Powers of acquisition

Compulsory acquisition of land

20.—(1) Morgan may acquire compulsorily so much of the Order land—

(a) as is required for Project A or to facilitate, or is incidental to, the construction and maintenance of Project A; and

(b) as is identified for acquisition by Morgan in the book of reference.

(2) Morecambe may acquire compulsorily so much of the Order land—

(a) as is required for Project B or to facilitate, or is incidental to, the construction and maintenance of Project B; and

(b) as is identified for acquisition by Morecambe in the book of reference.

(3) This article is subject to—

(a) article 21 (time limit for exercise of authority to acquire land compulsorily);

(b) article 22 (compulsory acquisition of rights);

(c) article 26 (acquisition of subsoil only);

(d) article 29 (temporary use of land for carrying out the authorised project); and

(e) article 39 (crown rights).

Time limit for exercise of authority to acquire land compulsorily

21.—(1) After the end of the period of 7 years beginning on the day on which this Order is made—

(a) no notice to treat is to be served under Part 1 (Compulsory Purchase under Acquisition of Land Act of 1946) of the 1965 Act; and

(b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act(**a**) as applied by article 25 (application of the 1981 Act).

(**a**) Section 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c.22).

(2) The authority conferred by article 29 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

22.—(1) Subject to paragraphs (2) and (3)—

(a) Morgan may acquire compulsorily such rights over the Order land, by creating them as well as by acquiring rights already in existence, or impose restrictions as may be required for any purpose for which that land may be acquired under paragraph (1) of article 20 (compulsory acquisition of land); and

(b) Morecambe may acquire compulsorily such rights over the Order land, by creating them as well as by acquiring rights already in existence, or impose restrictions as may be required for any purpose for which that land may be acquired under paragraph (2) of article 20 (compulsory acquisition of land).

(2) Subject to article 24 (private rights) and article 31 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 8A (land in which only new rights etc. may be acquired – Project A) Morgan's powers of compulsory acquisition are limited to the acquisition of new rights in the land or the imposition of restrictions for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to article 24 (private rights) and article 31 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 8B (land in which only new rights etc. may be acquired – Project B) Morecambe's powers of compulsory acquisition are limited to the acquisition of new rights in the land or the imposition of restrictions for the purpose specified in relation to that land in column (2) of that Schedule.

(4) Subject to section 8 of the 1965 Act(**a**), where the undertaker acquires a right over the Order land under this article, the undertaker is not required to acquire a greater interest in that land.

(5) Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restriction.

(6) Subject to Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 10 of Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions), where the undertaker acquires a right over land or the benefit of a restriction, the undertaker is not required to acquire a greater interest in that land.

(7) In any case where the acquisition of new rights or the imposition of restrictive covenants 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 to the statutory undertaker in question.

(8) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (7) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Compulsory acquisition of land: minerals

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

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

(**a**) Section 8 was amended by paragraph 62 of Schedule 1 to S.I. 2009/1307.

(b) for "acquiring authority" substitute "undertaker"; and

(c) for "undertaking" substitute "authorised project".

Private rights

24.—(1) Subject to the provisions of this article, all private rights or restrictions over land subject to compulsory acquisition under article 20 (compulsory acquisition of land) by Morgan cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 20—

(a) as from the date of acquisition of the land by Morgan, whether compulsorily or by agreement; or

(b) on the date of entry on the land by Morgan under section 11(1) (powers of entry) of the 1965 Act(**a**),

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictions over land subject to compulsory acquisition under article 20 (compulsory acquisition of land) by Morecambe cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 20—

(a) as from the date of acquisition of the land by Morecambe, whether compulsorily or by agreement; or

(b) on the date of entry on the land by Morecambe under section 11(1) (powers of entry) of the 1965 Act(**b**),

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictions over land subject to the compulsory acquisition of rights or the imposition of restrictions under article 22 (compulsory acquisition of rights) by Morgan cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

(a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by Morgan (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or

(b) on the date of entry on the land by Morgan under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earlier.

(4) Subject to the provisions of this article, all private rights or restrictions over land subject to the compulsory acquisition of rights or the imposition of restrictions under article 22 (compulsory acquisition of rights) by Morecambe cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

(a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by Morecambe (whether the right is acquired compulsorily, by agreement or through the grant of lease of the land by agreement); or

(b) on the date of entry on the land by Morecambe under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earlier.

(5) Subject to the provisions of this article, all private rights or restrictions over land of which Morgan takes temporary possession under this Order are suspended and unenforceable, in so far as

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(**a**) Section 11(1) was amended by sections 186 to 188 of the Housing and Planning Act 2016 (c.22), Schedule 4 to the Acquisition of Land Act 1981 (c.67) a.

(**b**) Section 11(1) was amended by sections 186 to 188 of the Housing and Planning Act 2016 (c.22), Schedule 4 to the Acquisition of Land Act 1981 (c.67) a.

their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as Morgan remains in lawful possession of the land.

(6) Subject to the provisions of this article, all private rights or restrictions over land of which Morecambe takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as Morecambe remains in lawful possession of the land.

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

(8) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 31 (statutory undertakers) applies.

(9) Paragraphs (1), (3) and (5) do not apply in relation to any private right or restrictions over land which are vested in or belong to Morecambe.

(10) Paragraphs (2), (4) and (6) do not apply in relation to any private right or restrictions over land which are vested in or belong to Morgan.

(11) Paragraphs (1) to (6) have effect subject to—

(a) any notice given by the undertaker before—

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

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

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

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

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

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

(12) If an agreement referred to in paragraph (11)(b)—

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

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

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

(13) Reference in this article to private rights over land includes any right of way, trusts, incidents, easements, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

Application of the 1981 Act

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

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

(3) In section 1 (application of Act) for sub-section (2) substitute—

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

(4) Omit section 5 (earliest date for execution of declaration).

(5) Omit section 5A (time limit for general vesting declaration).

(6) In section 5B(1) (extension of time limit during challenge)—

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

(b) for "the three year period mentioned in section 5A" substitute "the seven year period mentioned in article 21 (time limit for exercise of authority to acquire land compulsorily) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]".

(7) In section 6 (notices after execution of declaration) for sub-section (1)(b) substitute—

"on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134 of the Planning Act 2008."

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

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

"But see article 26 (acquisition of subsoil only) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•] which excludes the acquisition of subsoil from this Schedule."

(10) References to the 1965 Act in the 1981 Act are to be constructed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act and as modified by article 27 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of the land under this Order.

Acquisition of subsoil only

26.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in article 20 (compulsory acquisition of land) and article 22 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

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

(3) Paragraph (2) does not prevent Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 27 (modification of Part 1 of the 1965 Act) or paragraph 10 of Schedule 8 as the case may be) from applying where the undertaker acquires any part of, or rights in a cellar, vault, arch or other construction forming part of a house, building or factory.

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

(a) Schedule 2A to the 1965 Act (as modified by article 27 (modification of Part 1 of the 1965 Act));

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

(c) section 153(4A) (~~blighted land: proposed acquisition of part interest; material detriment test~~reference of objection to the Upper Tribunal: general) of the 1990 Act.

Modification of Part 1 of the 1965 Act

27.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as set out in paragraphs (2) to (5).

(2) In section 4A(1) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (grounds for application to High Court ~~in respect of compulsory purchase order~~), the three year period mentioned in section 4" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the seven year period mentioned in article 21 (time limit for exercise of authority to acquire land compulsorily) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]".

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

(a) in sub-section (1)(a), after "land" insert "under that provision";

(b) in sub-section (2), after "land" insert "under that provision".

(4) In section 22(2) (interests omitted from purchase), for "section 4 of this Act" substitute "article 21 (time limit for exercise of authority to acquire land compulsorily) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]".

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

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

"But see article 26(4) (acquisition of subsoil only) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•] which excludes the acquisition of subsoil only from this Schedule"; and

(b) at the end insert—

"Part 4

INTERPRETATION

In this Schedule, references to entering on and taking possession of land do not include doing so under article 18 (protective work to buildings), article 29 (temporary use of land for carrying out the authorised project) or article 30 (temporary use of land for maintaining the authorised project) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]."

Rights under or over streets

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

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

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

(a) any subway or underground building; or

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

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

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

Temporary use of land for carrying out the authorised project

29.—(1) Morgan may, in connection with the carrying out of Project A, but subject to article 21 (time limit for exercise of authority to acquire land compulsorily)—

(a) enter on and take temporary possession of—

(i) the land specified in column (1) of Schedule 7A (land of which only temporary possession may be taken – Project A) for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised project specified in column (3) of that Schedule, however Morgan's powers of compulsory acquisition under article 20 (compulsory acquisition of land) and article 22 (compulsory acquisition of rights) are not applicable to such land in column (1) of that Schedule; and

(ii) any other Order land as is identified for acquisition by Morgan in the book of reference, and as is required for Project A or to facilitate, or is incidental to, the construction and maintenance of Project A in respect of which no notice of entry has been served by Morgan under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made by Morgan under section 4 (execution of declaration) the 1981 Act;

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

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

(d) use the land for the purposes of a working site with access to the working site in connection with Project A;

(e) construct any works specified in relation to that land in column (3) of Schedule 7A (land of which only temporary possession may be taken — Project A);

(f) construct Project A on that land; and

(g) carry out environmental mitigation works.

(2) Morecambe may, in connection with the carrying out of Project B, but subject to article 21 (time limit for exercise of authority to acquire land compulsorily)—

(a) enter on and take temporary possession of—

(i) the land specified in column (1) of Schedule 7B (land of which only temporary possession may be taken – Project B) for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised project specified in column (3) of that Schedule, however Morecambe's powers of compulsory acquisition under article 20 (compulsory acquisition of land) and article 22 (compulsory acquisition of rights) are not applicable to such land in column (1) of that Schedule; and

(ii) any other Order land as is identified for acquisition by Morecambe in the book of reference, and as is required for Project B or to facilitate, or is incidental to, the construction and maintenance of Project B in respect of which no notice of entry has been served by Morecambe under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made by Morecambe under section 4 (execution of declaration) of the 1981 Act;

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

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

(d) use the land for the purposes of a working site with access to the working site in connection with Project B;

(e) construct any works, or use the land, as specified in relation to that land in column (3) of Schedule 7B (land of which only temporary possession may be taken — Project B);

(f) construct Project B on that land; and

(g) carry out environmental mitigation works.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land and explain the purpose for which entry is taken in respect of land specified under paragraph (1)(a)(ii) or 2(a)(ii).

(4) Morgan must not remain in possession of any land under this article for longer than is reasonably necessary and in any event, without the agreement of the ~~owners of the land~~landowner, remain in possession of any land under this article—

(a) in the case of land specified in sub-paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (3) of Schedule 7A (land of which only temporary possession may be taken – Project A); or

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

(5) Morecambe must not remain in possession of any land under this article for longer than is reasonably necessary and in any event, without the agreement of the ~~owners of the land~~landowner, remain in possession of any land under this article—

(a) in the case of land specified in sub-paragraph (2)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (3) of Schedule 7B (land of which only temporary possession may be taken – Project B); or

(b) in the case of any land referred to in sub-paragraph (2)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

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

(a) replace a building, structure, drain or electric line removed under this article;

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

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 3A (streets subject to street works – Project A) and Schedule 3B (streets subject to street works – Project B);

(d) restore the land on which any works (including ground strengthening works) have been constructed under sub-paragraph (1)(e) by Morgan or sub-paragraph 2(e) by Morecambe insofar as the works relate to environmental mitigation works;

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

(f) remove any environmental mitigation works; or

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

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

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

(9) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (7).

(10) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in Schedule 7A (land of which only temporary possession may be taken – Project A) and Schedule 7B (land of which only temporary possession may be taken – Project B).

(11) Morgan may not compulsorily acquire under this Order the land referred to in paragraph 1(a)(i).

(12) Morecambe may not compulsorily acquire under this Order the land referred to in paragraph 2(a)(i).

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

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

Temporary use of land for maintaining the authorised project

30.—(1) Subject to paragraph (3), at any time during the maintenance period relating to any part of Project A, Morgan may—

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

(b) enter on any of the Order land for the purpose of gaining such access as is reasonably required for the purposes of maintaining Project A; and

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

(2) Subject to paragraph (3), at any time during the maintenance period relating to any part of Project B, Morecambe may—

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

(b) enter on any of the Order land for the purpose of gaining such access as is reasonably required for the purposes of maintaining Project B; and

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

(3) Paragraphs (1) and (2) do not authorise the undertaker to take temporary possession of—

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

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

(**a**) Section 13 was amended by Tribunals Courts and Enforcement Act 2007 (c.15).

(4) Except in the case of emergency relating to health and safety not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

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

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

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

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

(9) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (~~6~~7).

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

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

(12) In this article "the maintenance period", in relation to any part of the authorised project means the period during which the authorised project exports electricity to the national electricity transmission network.

Statutory undertakers

31.—(1) Subject to the provisions of Schedule 10 (protective provisions) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plan - onshore within the Order land and described in the book of reference; and

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

(2) In this article "statutory undertaker" means—

(a) a person falling within section 127(8) (statutory undertakers' land) of the 2008 Act; and

(b) a public communications provider.

Recovery of costs of new connections

32.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 31 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article ~~32~~31 (statutory undertakers), any person who is—

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

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

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

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

(4) In this paragraph—

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

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

Funding

33.—(1) Morgan must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless it has first put in place either—

(a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of Morgan to pay compensation pursuant to the provisions referred to in paragraph (3); or

(b) alternative form of security and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of Morgan to pay compensation pursuant to the provisions referred to in paragraph (3).

(2) Morecambe must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless it has first put in place either—

(a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of Morecambe to pay compensation pursuant to the provisions referred to in paragraph (3); or

(b) alternative form of security and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of Morecambe to pay compensation pursuant to the provisions referred to in paragraph (3).

(3) The provisions are—

(a) article 20 (compulsory acquisition of land);

(b) article 22 (compulsory acquisition of rights);

(c) article 24 (private rights);

(d) article 26 (acquisition of subsoil only);

(e) article 28 (rights under or over streets);

(f) article 29 (temporary use of land for carrying out the authorised project);

(g) article 30 (temporary use of land for maintaining the authorised project);

(h) article 31 (statutory undertakers); and

(i) article 32 (recovery of costs of new connections).

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

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

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

(6) Nothing in this article requires a guarantee or alternative form of security to be put in place by Morgan where—

(a) Morgan provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (3); and

(b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

(7) Nothing in this article requires a guarantee or alternative form of security to be put in place by Morecambe where—

(a) Morecambe provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (3); and

(b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

PART 6

Miscellaneous and general

Application of landlord and tenant law

34.—(1) This article applies to—

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

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

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

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

(3) No enactment or rule of law is to apply in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

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

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

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

Felling or lopping of trees and removal of hedgerows

35.—(1) Subject to article 36 (trees subject to tree preservations orders) the undertaker may fell or lop, or cut back the roots of, any tree or shrub within, overhanging or encroaching upon land within the Order limits if the undertaker reasonably believes it to be necessary to do so to prevent the tree or shrub from—

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

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

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

(2) In carrying out any activity authorised by paragraph (1), the undertaker must—

(a) do no unnecessary damage to any tree or shrub; and

(b) pay compensation to any person for any loss or damage arising from such activity.

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

(4) The undertaker may, for the purposes of carrying out the authorised project but subject to paragraph (2), remove any hedgerow within the Order limits including those specified in Schedules 11A and 11B.

(5) In this article "hedgerow" has the same meaning as in the Hedgerows Regulations 1997(**a**).

Trees subject to tree preservation orders

36.—(1) The undertaker may fell or lop, or cut back the roots of any tree within, overhanging or encroaching upon land within the Order limits that is subject to a tree preservation order if it reasonably believes it to be necessary to do so in order to prevent the tree—

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

(b) from constituting an unacceptable source of danger.

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

(a) the undertaker must not cause unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

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

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

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

(5) In this article, "tree preservation order" has the same meaning as in section 198 (power to make tree preservation orders) of the 1990 Act.

Abatement of works abandoned or decayed

37.—(1) Where the works comprised in Project A or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with Morgan, issue a written notice requiring Morgan at its own expense either to repair, make safe and restore one or any of those works, or any relevant part of them, or to remove the Project A offshore works or any relevant part, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act(**b**). The notice may also require the restoration of the site of the relevant part(s) of the Project A offshore works.

(**a**) S.I. 1997/1160.
(**b**) Section 105(3) was substituted by section 69(3) of the Energy Act 2008 (c.32).

(2) Where the works comprised in Project B or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with Morecambe, issue a written notice requiring Morecambe at its own expense either to repair, make safe and restore one or any of those works, or any relevant part of them, or to remove the Project B offshore works or any relevant part, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act. The notice may also require the restoration of the site of the relevant part(s) of the Project B offshore works.

Saving provisions for Trinity House

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

Crown rights

39.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee to use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

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

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

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

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

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

Protective provisions

40. Schedule 10 (protective provisions) has effect.

Operational land for the purposes of the 1990 Act

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

Certification of plans and documents, etc.

42.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all of the documents listed in Schedule 18 for certification that they are true copies of the documents referred to in this Order.

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

Service of notices

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

(a) by post;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No double recovery

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

Requirements, appeals, etc.

45. ~~(1)~~ Schedule 12 (Approval of matters specified in requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements included in Part 1 of that Schedule.

~~(2) Save to the extent that the requirements are already subject to Schedule 12, sub-section (1) of section 78 (right to appeal against planning decisions and failure to take such decision) of the 1990 Act applies to the development consent granted by this Order and to the requirements except that it is modified so as to read for the purposes of this Order only as follows –~~

~~(a) after "local planning authority" insert "or Secretary of State";~~

~~(b) after sub-section (b) insert the following –~~

~~"refuse or fails to determine an application for any consent, agreement or approval of that authority required by a requirement imposed on a grant of development consent or contained in a development consent order, or grant it subject to conditions"; or~~

~~(c) after sub-section (1), insert the following –~~

~~"(1A) Where the appeal under sub-section (1) relates to a decision by the Secretary of State, the appeal will be decided by a Secretary of State who would not be responsible for determining an application for development consent with the subject matter of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•] as if section 103(1) of the 2008 Act applied.~~"

~~(3) Sections 78 (right to appeal against planning decisions and failure to take such decisions) and 79 (determination of appeals) of the 1990 Act have effect in relation to any appeal under the terms of this article except that the Secretary of State in question is the Secretary of State who would be responsible for determining an application for development consent with the subject matter of this Order as if section 103(1) (Secretary of State is to decide applications) of the 2008 Act applied.~~

Arbitration

46.—(1) Subject to Article 38 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules at Schedule 13 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

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

Inconsistent planning permissions

47.—(1) If planning permission is granted under the powers conferred by the 1990 Act for development any part of which is within the Order limits following the coming into force of this Order that is—

(a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; or

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

then the construction, maintenance, use or operation of that development under the terms of the planning permission does not constitute a breach of the terms of this Order.

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

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

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

(3) Any development, or any part of a development within the Order limits which is constructed or used under the authority of a planning permission granted under section 57 of the 1990 Act including permissions falling under paragraphs (1) or (2) or otherwise is deemed not to be a breach of, or inconsistent with, this Order and does not prevent the authorised project being carried out or used or any other power or right under this Order being exercised.

(4) In paragraph (2), "enforcement action" means any enforcement action provided for under Part 7 of the 1990 Act

Signed by authority of the Secretary of State for [Energy Security and Net Zero]

Signed
Title
Date Department

SCHEDULE 1

Articles 3 and 5

Authorised Project

PART 1

Authorised Development

Development for which, in accordance with a direction made by the Secretary of State on 4 October 2022 under section 35 of the 2008 Act, development consent is required on the bed of the east Irish Sea up to approximately 29 kilometres from the northwest coast of England and in the County of Lancashire comprising works to be carried out in the areas shown on the works plans—

CHAPTER 1

Project A Authorised Development

Project A offshore works

Work No. 1A - Morgan offshore cable works consisting of—

(a) up to four subsea cable circuits between the Morgan offshore substation platforms and Work No. 2A; and

(b) cable crossings and cable protection.

Work No. 2A - Morgan offshore cable works consisting of—

(a) up to four subsea cable circuits between Work No.1A and Work No. 4A; and

(b) cable crossings and cable protection.

Work No. 3A - Morgan offshore working area to facilitate construction and maintenance activities associated with the installation and maintenance of Work Nos. 1A, 2A and 4A during construction and maintenance and operation.

Project A intertidal works

Work No. 4A - Morgan intertidal cable works consisting of—

(a) up to four cable circuits and associated cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) erection of temporary cofferdams;

(c) construction compounds; and

(d) permanent access.

Work Nos. 1A, 2A, 3A and 4A are to be carried out within the area delineated by the co-ordinates shown on the indicative extent of marine licences and grid co-ordinates plan and listed in Table 1 below—

Table 1

Point	*Longitude*	*Latitude*
1	-3.054740	53.768314
2	-3.053690	53.761765
3	-3.051518	53.761429
4	-3.051269	53.761178
5	-3.051318	53.761153
6	-3.051401	53.761111
7	-3.054228	53.760060
8	-3.054842	53.759832
9	-3.065604	53.756671
10	-3.068255	53.755892
11	-3.109780	53.741956
12	-3.110127	53.741860
13	-3.113227	53.741802
14	-3.114319	53.741781
15	-3.116931	53.741732
16	-3.119254	53.741688
17	-3.199486	53.740145
18	-3.329421	53.733913
19	-3.329473	53.733911
20	-3.329570	53.734206
21	-3.333284	53.733976
22	-3.335448	53.735930
23	-3.337753	53.738010
24	-3.341850	53.740159
25	-3.348636	53.742153
26	-3.364902	53.744227
27	-3.363625	53.749937

28	-3.364316	53.751813
29	-3.364317	53.751815
30	-3.371122	53.770287
31	-3.371298	53.770344
32	-3.409378	53.785873
33	-3.427379	53.793206
34	-3.434942	53.793194
35	-3.440306	53.793185
36	-3.440370	53.806669
37	-3.466977	53.817485
38	-3.495368	53.829006
39	-3.569735	53.828056
40	-3.633247	53.841739
41	-3.633199	53.841774
42	-3.661777	53.847872
43	-3.698885	53.855836
44	-3.698983	53.855694
45	-3.960810	53.902629
46	-4.096151	53.947650
47	-4.154290	53.974836
48	-4.163171	53.978983
49	-4.158433	53.982509
50	-4.212248	54.007753
51	-4.207762	54.010810
52	-4.203970	54.013498
53	-4.199556	54.016730
54	-4.195847	54.019456
55	-4.192262	54.022185
56	-4.188995	54.023768
57	-4.185810	54.025351
58	-4.184409	54.026060
59	-4.179953	54.028366
60	-4.177608	54.029613
61	-4.176667	54.030089
62	-4.172211	54.032395
63	-4.167823	54.034747
64	-4.164869	54.036377
65	-4.163454	54.037171
66	-4.159204	54.039613
67	-4.155030	54.042096
68	-4.150930	54.044621
69	-4.146904	54.047188
70	-4.142960	54.049792
71	-4.141052	54.051097
72	-4.139083	54.052444

73	-4.135290	54.055131
74	-4.131577	54.057856
75	-4.127944	54.060619
76	-4.124394	54.063419
77	-4.123262	54.064334
78	-4.121972	54.065400
79	-4.120926	54.066255
80	-4.120341	54.066748
81	-4.118430	54.068369
82	-4.117543	54.069126
83	-4.116130	54.070370
84	-4.115467	54.070952
85	-4.114245	54.072031
86	-4.111034	54.074969
87	-4.109676	54.076249
88	-4.107891	54.077957
89	-4.106308	54.079509
90	-4.104958	54.080711
91	-4.101746	54.083649
92	-4.098621	54.086620
93	-4.096336	54.088793
94	-4.093210	54.091763
95	-4.091121	54.093829
96	-4.010899	54.073388
97	-4.010011	54.072656
98	-4.009996	54.072644
99	-4.007719	54.070892
100	-4.007703	54.070880
101	-4.005330	54.069172
102	-4.005314	54.069161
103	-4.002847	54.067499
104	-4.002830	54.067488
105	-4.000273	54.065875
106	-4.000255	54.065864
107	-3.997609	54.064301
108	-3.997600	54.064295
109	-3.997591	54.064290
110	-3.994892	54.062796
111	-3.962570	54.069129
112	-3.864043	54.022128
113	-3.765729	54.004392
114	-3.764563	53.976810
115	-3.558494	53.904788
116	-3.544328	53.893031
117	-3.530122	53.881233

118	-3.522803	53.875150
119	-3.489287	53.847270
120	-3.485476	53.844096
121	-3.484485	53.843271
122	-3.460194	53.831101
123	-3.454061	53.828608
124	-3.423550	53.816197
125	-3.389442	53.802304
126	-3.328160	53.777296
127	-3.311894	53.770648
128	-3.305784	53.768149
129	-3.295532	53.763956
130	-3.286369	53.760206
131	-3.279984	53.757593
132	-3.276761	53.756273
133	-3.255559	53.756630
134	-3.255554	53.756630
135	-3.249812	53.756726
136	-3.249184	53.756726
137	-3.223154	53.756739
138	-3.220835	53.756739
139	-3.178686	53.757927
140	-3.162390	53.758462
141	-3.143456	53.759081
142	-3.128374	53.759577
143	-3.115803	53.759989
144	-3.114071	53.760046
145	-3.113517	53.760063
146	-3.111798	53.760322
147	-3.057416	53.775399
148	-3.056226	53.776191
149	-3.055346	53.776324
150	-3.055362	53.773086
151	-3.735414	53.950907
152	-3.713463	53.931374
153	-3.699290	53.917311
154	-3.678641	53.890690
155	-3.655446	53.860740
156	-3.625512	53.854343
157	-3.625512	53.854343
158	-3.565979	53.841593
159	-3.557548	53.842599
160	-3.537419	53.844998
161	-3.517378	53.847384
162	-3.526166	53.854705

163	-3.536901	53.863643
164	-3.548991	53.873705
165	-3.574101	53.894581
166	-3.630353	53.914296
167	-3.647613	53.920336
168	-3.656903	53.923586
169	-3.735226	53.950932
170	-3.746020	53.935943
171	-3.759262	53.947713
172	-3.786156	53.946739
173	-3.785988	53.942803
174	-3.939879	53.912985
175	-3.691844	53.868505
176	-3.685499	53.867153
177	-3.722937	53.915406

Project A onshore works

In the County of Lancashire, Borough of Fylde—

Work No. 5A - Morgan onshore cable works at St Annes beach consisting of—

(a) up to four cable circuits and associated cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) erection of temporary cofferdams;

(c) construction compounds; and

(d) permanent access.

Work No. 6A - Morgan onshore cable works under Lytham St. Annes Dunes SSSI consisting of up to four cable circuits and associated cable ducts between Work No. 5A and Work No. 8A laid underground by trenchless installation technique works or direct pipe works.

Work No. 7A - Morgan construction access to St Annes beach including works to junctions and visibility splays.

Work No. 8A - Morgan onshore cable works at St Anne's Old Links golf course consisting of—

(a) up to four cable circuits and associated cable ducts between Work No. 6A and Work No. 9A laid underground by trenchless installation technique works or direct pipe works; and

(b) construction access.

Work No. 9A - Morgan onshore cable works at Blackpool Airport consisting of—

(a) up to four cable circuits and associated cable ducts laid underground by trenchless installation technique works or direct pipe works; and

(b) permanent access.

Work No. 10A - Morgan onshore cable and transition joint bay works at Blackpool Airport consisting of—

(a) up to 4 transition joint bays;

(b) up to four cable circuits and associated cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(c) permanent access; and

(d) construction compounds.

Work No. 11A – Morgan onshore cable works at Blackpool Airport consisting of—

(a) up to four cable circuits and associated cable ducts between Work No. 10A and Work No. 13A laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) permanent access; and

(c) construction compounds.

Work No. 12A – Morgan onshore cable works at Blackpool Airport consisting of—

(a) up to four cable circuits and associated cable ducts between Work No. 10A and Work No. 52A laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) permanent access; and

(c) construction compounds.

Work No. 13A – Morgan onshore cable works at Blackpool Airport consisting of—

(a) up to four cable circuits and associated cable ducts between Work No. 11A and Work No. 16A and Work No. 54A and Work No. 16A laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) permanent access; and

(c) construction compounds.

Work No. 14A – Morgan temporary working area and permanent access at Blackpool Airport consisting of—

(a) construction compounds of up to 20,000m^2;

(b) construction access; and

(c) permanent access.

Work No. 15A - Morgan onshore cable works at Blackpool Road Recreation Ground consisting of—

(a) up to four cable circuits and associated cable ducts between Work No. 51A and 53A laid underground by trenchless installation technique works or direct pipe works; and

(b) permanent pedestrian access.

Work No. 16A – Morgan onshore cable works between the B5261 and the Moss Sluice watercourse consisting of—

(a) up to four cable circuits and associated cable ducts between Work No. 13A and Work No. 17A laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) construction compounds; and

(c) permanent access.

Work No. 17A – Morgan onshore cable works consisting of—

(a) up to four cable circuits and associated cable ducts between Work No. 16A and Work No. 21A laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) construction compounds; and

(c) permanent access.

Work No. 18A – Morgan construction compounds consisting of—

(a) creation and laying out of construction compounds;

(b) construction access;

(c) creation of and improvement of temporary access to the highway; and

(d) temporary works to visibility splays.

Work No. 19A – Morgan construction access works including—

(a) creation of and improvement of temporary access to the highway; and

(b) temporary works to visibility splays.

Work No. 20A – Morgan onshore substation environmental mitigation works consisting of—

(a) permanent environmental mitigation works;

(b) connections to existing drainage and creation of new sustainable drainage;

(c) creation of a water attenuation feature;

(d) earthworks;

(e) fencing; and

(f) permanent access.

Work No. 21A – Morgan onshore substation works consisting of—

(a) construction of onshore substation;

(b) earthworks and creation of onshore substation platform or foundations;

(c) permanent environmental mitigation works;

(d) connections to existing drainage and creation of new sustainable drainage;

(e) creation of a water attenuation feature;

(f) up to four cable circuits and associated cable ducts connecting Work No. 17A to the Morgan onshore substation laid underground by open cut trenching or trenchless installation technique works including associated pits;

(g) up to two cable circuits and associated cable ducts connecting the Morgan onshore substation to Work No. 25A laid underground by open cut trenching or trenchless installation technique works including associated pits;

(h) security fencing;

(i) lighting;

(j) permanent access; and

(k) utilities connections.

Work No. 22A – Morgan onshore substation temporary working area consisting of—

(a) substation construction compounds up to 70,000m^2; and

(b) access during construction.

Work No. 23A – Morgan onshore substation permanent access consisting of—

(a) creation of and improvement of access to highway;

(b) works to visibility splays;

(c) permanent environmental mitigation works;

(d) connections to existing drainage and creation of new sustainable drainage;

(e) fencing; and

(f) utilities connections.

Work No. 24A – Morgan onshore substation construction access consisting of—

(a) creation of temporary access to highway;

(b) temporary works to visibility splays; and

(c) temporary drainage.

In the County of Lancashire, Districts of Preston and South Ribble—

Work No. 25A – Morgan 400 kV connection to National Grid consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 21A and Work No. 26A laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) construction compounds; and

(c) permanent access.

Work No. 26A – Morgan 400kV connection to National Grid and River Ribble crossing northern compound area consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or alternative trenchless installation technique works including associated pits;

(b) Ribble north construction compounds of up to 5,250m^2; and

(c) permanent access.

Work No. 27A – Morgan 400kV connection to National Grid and River Ribble crossing works at the northern riverbank consisting of—

(a) up to two cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works; and

(b) permanent access.

Work No. 28A – Morgan 400kV connection to National Grid and River Ribble crossing works between MHWS on the northern and southern riverbanks consisting of—

(a) up to two cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works; and

(b) construction access.

Work No. 29A – Morgan 400kV connection to National Grid and River Ribble crossing works at the southern riverbank consisting of—

(a) up to two cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works; and

(b) permanent access.

Work No. 30A – Morgan 400kV connection to National Grid and River Ribble crossing southern compound area consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or alternative trenchless installation technique works including associated pits;

(b) Ribble south construction compounds of up to 30,000m^2; and

(c) permanent access.

Work No. 31A – Morgan 400kV connection to National Grid and River Ribble crossing southern compound area consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or alternative trenchless installation technique works including associated pits;

(b) Ribble south construction compounds up to 30,000m^2; and

(c) permanent access.

Work No. 32A – Morgan 400kV connection and connection works to National Grid Penwortham substation consisting of—

(a) up to two cable circuits in cable ducts between 30A and 33A laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) decabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(c) utilities connections;

(d) construction compounds; and

(e) permanent access.

Work No. 33A – Morgan National Grid Penwortham substation connection works consisting of—

(a) decabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(b) up to two cable circuits in cable ducts between either Work No. 32A or Work No. 37A and the National Grid substation at Penwortham laid underground by open cut trenching or trenchless installation technique works including associated pits;

(c) utilities connections; and

(d) permanent access.

Work No. 34A –permanent access consisting of—

(a) creation and improvement of access to highway; and

(b) works to visibility splays.

Work No. 35A – temporary environmental mitigation works including construction access.

Work No. 36A – emergency construction access at Blackpool Airport.

Work No. 37A - Morgan 400kV connection and connection works to National Grid Penwortham substation consisting of—

(a) up to two cable circuits in cable ducts between Work No. 31A and 33A laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) decabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(c) utilities connection;

(d) construction compounds; and

(e) permanent access.

Work No. 38A – temporary construction working area to facilitate Project A landfall works consisting of parking and welfare facilities and construction access.

Work No. 39A – works to underground Electricity North West 6.6kV overhead line.

Work No. 40A – Morgan construction access to Work No 35A (Morgan temporary environmental mitigation works) and Work No. 49A (Morgan permanent environmental mitigation works).

Work No. 41A – Morgan permanent access to Work No. 49A (Morgan permanent environmental mitigation works).

Work No. 42A – Morgan pedestrian only construction access between St Annes beach and Work No. 38A.

Work No. 43A – Morgan pedestrian only construction access to Work No. 8A (Morgan onshore cable works at St. Anne's Old Links golf course).

Work No. 44A – Morgan biodiversity benefit works including permanent access.

Work No. 45A – Morgan construction access to Work No. 44A (biodiversity benefit works).

Work No. 46A – Morgan permanent access to Work No. 44A (biodiversity benefit works).

Work No. 47A – Morgan permanent access to Work No. 5A (Morgan onshore cable works at St Annes beach).

Work No. 48A – Morgan 400kV connection to National Grid temporary working area consisting of construction compounds and construction access.

Work No. 49A - Morgan permanent environmental mitigation works including permanent access.

Work No. 50A – Morgan onshore cable temporary working area consisting of construction compounds and construction access.

Work No. 51A - Morgan onshore cable and compound works at Blackpool Road Recreation Ground (west) consisting of—

(a) up to four cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including pits;

(b) construction compounds; and

(c) permanent access.

Work No. 52A - Morgan onshore cable works at Leach Lane and Blackpool Road Recreation Ground consisting of—

(a) up to four cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works; and

(b) permanent access.

Work No. 53A – Morgan onshore cable and compound works at Blackpool Road Recreation Ground (east) consisting of—

(a) up to four cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including pits;

(b) construction compounds; and

(c) permanent access.

Work No.54A - Morgan onshore cable and compound works at The Hamlet and Blackpool Road Recreation Ground consisting of—

(a) up to four cable circuits in cable ducts laid underground by trenchless installation technique works or direct pipe works; and

(b) permanent access.

CHAPTER 2

Project B Authorised Development

Project B offshore works

Work No. 1B – Morecambe offshore cable works consisting of—

(a) up to two subsea cable circuits between the Morecambe offshore substation platforms and Work No. 2B; and

(b) cable crossings and cable protection.

Work No. 2B – Morecambe offshore cable works consisting of—

(a) up to two subsea cable circuits between Work No.1B and Work No. 4B; and

(b) cable crossings and cable protection.

Work No. 3B – Morecambe offshore working area to facilitate construction and maintenance activities associated with the installation and maintenance of Work Nos. 1B, 2B and 4B during construction, maintenance and operation.

Project B intertidal works

Work No. 4B – Morecambe intertidal cable works consisting of—

(a) up to two cable circuits and associated cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) erection of temporary cofferdams;

(c) construction compounds; and

(d) permanent access.

Work Nos. 1B, 2B, 3B and 4B are to be carried out within the area delineated by the co-ordinates shown on the indicative extent of marine licences and grid co-ordinates plan and listed in Table 2 below—

Table 2

Point	*Longitude*	*Latitude*
1	-3.113517	53.760063
2	-3.111798	53.760322
3	-3.057416	53.775399
4	-3.056226	53.776191
5	-3.055346	53.776324
6	-3.055362	53.773086
7	-3.054740	53.768314
8	-3.053690	53.761765
9	-3.051518	53.761429
10	-3.051269	53.761178
11	-3.051318	53.761153
12	-3.051401	53.761111
13	-3.054228	53.760060
14	-3.054842	53.759832
15	-3.065604	53.756671
16	-3.068255	53.755892
17	-3.109780	53.741956
18	-3.110127	53.741860
19	-3.113227	53.741802
20	-3.114319	53.741781
21	-3.116931	53.741732
22	-3.119254	53.741688
23	-3.199486	53.740145
24	-3.329421	53.733913
25	-3.329473	53.733911
26	-3.329570	53.734206
27	-3.333284	53.733976
28	-3.335449	53.735930

29	-3.337753	53.738010
30	-3.341850	53.740159
31	-3.348636	53.742153
32	-3.364902	53.744227
33	-3.363625	53.749937
34	-3.364316	53.751813
35	-3.364317	53.751815
36	-3.371122	53.770287
37	-3.371298	53.770344
38	-3.409378	53.785873
39	-3.427379	53.793206
40	-3.434942	53.793194
41	-3.440306	53.793185
42	-3.487262	53.793098
43	-3.494090	53.793084
44	-3.492719	53.754460
45	-3.544084	53.752340
46	-3.600049	53.750006
47	-3.680360	53.779226
48	-3.607508	53.836199
49	-3.569735	53.828056
50	-3.495368	53.829006
51	-3.494573	53.806672
52	-3.487341	53.806582
53	-3.466910	53.806622
54	-3.460378	53.806634
55	-3.440370	53.806669
56	-3.440363	53.806673
57	-3.423550	53.816197
58	-3.389442	53.802304
59	-3.328160	53.777296
60	-3.311894	53.770648
61	-3.305784	53.768149
62	-3.295532	53.763956
63	-3.286369	53.760206
64	-3.279984	53.757593
65	-3.276761	53.756273
66	-3.255559	53.756630
67	-3.255554	53.756630
68	-3.249812	53.756726
69	-3.249184	53.756726
70	-3.223154	53.756739
71	-3.220835	53.756739
72	-3.178686	53.757927
73	-3.162390	53.758462

74	-3.143456	53.759081
75	-3.128374	53.759577
76	-3.115106	53.760012
77	-3.114071	53.760046

Project B onshore works

In the County of Lancashire, Borough of Fylde—

Work No. 5B – Morecambe onshore cable works at St Annes beach consisting of—

(a) up to two cable circuits and associated cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) erection of temporary cofferdams;

(c) construction compounds; and

(d) permanent access.

Work No. 6B – Morecambe onshore cable works under Lytham St. Annes Dunes SSSI consisting of up to two cable circuits and associated cable ducts between Work No. 5B and 8B laid underground by trenchless installation technique works or direct pipe works.

Work No. 7B – Morecambe construction access to St Annes beach including works to junctions and visibility splays.

Work No. 8B – Morecambe onshore cable works at St Anne's Old Links golf course consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 6B and Work No. 9B laid underground by trenchless installation technique works or direct pipe works; and

(b) construction access.

Work No. 9B – Morecambe onshore cable works at Blackpool Airport consisting of—

(a) up to two cable circuits and associated cable ducts laid underground by trenchless installation technique works or direct pipe works; and

(b) permanent access.

Work No. 10B – Morecambe onshore cable and transition joint bay works at Blackpool Airport consisting of—

(a) up to 2 transition joint bays;

(b) up to two cable circuits and associated cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(c) permanent access; and

(d) construction compounds.

Work No. 11B – Morecambe onshore cable works at Blackpool Airport consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 10B and Work No. 13B laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) permanent access; and

(c) construction compounds.

Work No. 12B – Morecambe onshore cable works at Blackpool Airport consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 10B and Work No 52B laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits

(b) permanent access; and

(c) construction compounds.

Work No. 13B – Morecambe onshore cable works at Blackpool Airport consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 11B and Work No. 16B and Work No. 54B and Work No. 16B laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) permanent access; and

(c) construction compounds.

Work No. 14B – Morecambe temporary working area and permanent access at Blackpool Airport consisting of—

(a) construction compounds of up to 20,000m^2;

(b) construction access; and

(c) permanent access.

Work No. 15B – Morecambe onshore cable works at Blackpool Road Recreation Ground consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 51B and Work No. 53B laid underground by trenchless installation technique works or direct pipe works; and

(b) permanent pedestrian access.

Work No. 16B – Morecambe onshore cable works between the B5261 and the Moss Sluice watercourse consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 13B and Work No. 17B laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) construction compounds; and

(c) permanent access.

Work No. 17B – Morecambe onshore cable works consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 16B and Work No. 21B laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) construction compounds; and

(c) permanent access.

Work No. 18B – Morecambe construction compounds consisting of—

(a) creation and laying out of construction compounds;

(b) construction access;

(c) creation of and improvement of temporary access to the highway; and

(d) temporary works to visibility splays.

Work No. 19B – Morecambe construction access works consisting of—

(a) creation of and improvement of temporary access to the highway; and

(b) temporary works to visibility splays.

Work No. 20B – Morecambe onshore substation environmental mitigation works consisting of—

(a) permanent environmental mitigation works;

(b) connections to existing drainage and creation of new sustainable drainage;

(c) creation of a water attenuation feature;

(d) earthworks;

(e) fencing; and

(f) permanent access.

Work No. 21B – Morecambe onshore substation works consisting of—

(a) construction of onshore substation;

(b) earthworks and creation of onshore substation platform or foundations;

(c) permanent environmental mitigation works;

(d) connections to existing drainage and creation of new sustainable drainage;

(e) creation of a water attenuation feature;

(f) up to two cable circuits and associated cable ducts connecting Work No. 17B to the Morecambe onshore substation laid underground by open cut trenching or trenchless installation technique works including associated pits;

(g) up to two cable circuits and associated cable ducts connecting the Morecambe onshore substation to Work No. 25B laid underground by open cut trenching or trenchless installation technique works including associated pits;

(h) security fencing;

(i) lighting;

(j) permanent access; and

(k) utilities connections.

Work No. 22B – Morecambe onshore substation temporary working area consisting of—

(a) substation construction compounds up to 52,500m^2; and

(b) access during construction.

Work No. 23B – Morecambe onshore substation permanent access consisting of—

(a) creation of and improvement of access to highway;

(b) works to visibility splays;

(c) permanent environmental mitigation works;

(d) connections to existing drainage and creation of new sustainable drainage;

(e) fencing; and

(f) utilities connections.

Work No. 24B – Morecambe onshore substation construction access consisting of—

(a) creation of temporary access to highway;

(b) temporary works to visibility splays; and

(c) temporary drainage.

In the County of Lancashire, Districts of Preston and South Ribble—

Work No. 25B – Morecambe 400kV connection to National Grid consisting of—

(a) up to two cable circuits and associated cable ducts between Work No. 21B and Work No. 26B laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) construction compounds; and

(c) permanent access.

Work No. 26B – Morecambe 400kV connection to National Grid and River Ribble crossing northern compound area consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or alternative trenchless installation technique works including associated pits;

(b) Ribble north construction compounds of up to 5,250m^2; and

(c) permanent access.

Work No. 27B – Morecambe 400kV connection to National Grid and River Ribble crossing works at the northern riverbank consisting of—

(a) up to two cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works; and

(b) permanent access.

Work No. 28B – Morecambe 400kV connection to National Grid and River Ribble crossing works between MHWS on the northern and southern riverbanks consisting of—

(a) up to two cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works; and

(b) construction access.

Work No. 29B – Morecambe 400kV connection to National Grid and River Ribble crossing works at the southern riverbank consisting of—

(a) up to two underground cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works; and

(b) permanent access.

Work No. 30B – Morecambe 400kV connection to National Grid and River Ribble crossing southern compound area consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or alternative trenchless installation technique works including associated pits;

(b) Ribble south construction compounds of up to 30,000m^2; and

(c) permanent access.

Work No. 31B – Morecambe 400kV connection to National Grid and River Ribble crossing southern compound area consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or alternative trenchless installation technique works including associated pits;

(b) Ribble south construction compounds up to 30,000 m^2; and

(c) permanent access.

Work No. 32B - Morecambe 400kV connection and connection works to National Grid Penwortham substation consisting of—

(a) up to two cable circuits in cable ducts between Work No. 30B and Work No. 33B laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) decabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(c) utilities connections;

(d) construction compounds; and

(e) permanent access.

Work No. 33B – Morecambe National Grid Penwortham substation connection works consisting of—

(a) decabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms, and electrical earthing works;

(b) up to two cable circuits in cable ducts between either Work No. 32B or Work No. 37B and the National Grid substation at Penwortham laid underground by open cut trenching or trenchless installation technique works including associated pits;

(c) utilities connections; and

(d) permanent access.

Work No. 34B – permanent access consisting of—

(a) creation and improvement of access to highway; and

(b) works to visibility splays.

Work No. 35B – temporary environmental mitigation works including construction access.

Work No. 36B – emergency construction access at Blackpool Airport.

Work No. 37B - Morecambe 400kV connection and connection works to National Grid Penwortham substation consisting of—

(a) up to two cable circuits in cable ducts between Work No. 31B and Work No. 33B laid underground by open cut trenching or trenchless installation technique works including associated pits;

(b) decabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(c) utilities connection;

(d) construction compounds; and

(e) permanent access.

Work No. 38B – temporary construction working area to facilitate Project B landfall works consisting of parking and welfare facilities and construction access.

Work No. 39B – Not used.

Work No. 40B – Morecambe construction access to Work No. 35B (Morecambe temporary environmental mitigation works) and Work No. 49B (Morecambe permanent environmental mitigation works).

Work No. 41B – Morecambe permanent access to Work No. 49B (Morecambe permanent environmental mitigation works).

Work No. 42B – Morecambe pedestrian only construction access between St Annes beach and Work No. 38B.

Work No. 43B – Morecambe pedestrian only construction access to Work No. 8B (Morecambe onshore cable works at St. Anne's Old Links golf course).

Work No. 44B – Morecambe biodiversity benefit works including permanent access.

Work No. 45B – Morecambe construction access to Work No. 44B (biodiversity benefit works).

Work No. 46B – Morecambe permanent access to Work No. 44B (biodiversity benefit works).

Work No. 47B – Morecambe permanent access to Work No. 5B (Morecambe onshore cable works at St Annes beach).

Work No. 48B – Morecambe 400kV connection to National Grid temporary working area consisting of construction compounds and construction access.

Work No. 49B - Morecambe permanent environmental mitigation works including permanent access.

Work No. 50B – Not used.

Work No. 51B – Morecambe onshore cable and compound works at Blackpool Road Recreation Ground (west) consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including pits;

(b) construction compounds; and

(c) permanent access.

Work No. 52B – Morecambe onshore cable works at Leach Lane and Blackpool Road Recreation Ground consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works; and

(b) permanent access.

Work No. 53B – Morecambe onshore cable and compound works at Blackpool Road Recreation Ground (east) consisting of—

(a) up to two cable circuits in cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including pits;

(b) construction compounds; and

(c) permanent access.

Work No. 54B – Morecambe onshore cable and compound works at The Hamlet and Blackpool Road Recreation Ground consisting of—

(a) up to two cable circuits in cable ducts laid underground by trenchless installation technique works or direct pipe works; and

(b) permanent access.

CHAPTER 3

Associated Development

In connection with Work Nos. 1A to 4A and 1B to 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

(a) cable protection measures such as rock placement and the placement of rock and/or concrete mattresses, with or without frond devices;

(b) dredging;

(c) the removal of material from the seabed required for the construction of Work Nos. 1A and 1B, 2A and 2B and 4A and 4B and the disposal of inert material of natural origin and/or dredged material within the Order limits produced during cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching;

(d) creation and use of temporary vessel laydown areas, use of cable anchors;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;

(f) removal of static fishing equipment;

(g) lighting; and

(h) marking buoys, beacons, fenders and other navigational warning or ship impact protection works,

and in connection with Work Nos. 4A to 54A and 4B to 54B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

(a) haul roads, ramps, watercourse and other temporary crossings, means of access and other vehicular and/or pedestrian means of access, including creation of new tracks and footpaths, and/or widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;

(b) bunds, embankments, swales, landscaping, fencing and boundary treatments and alteration of groynes;

(c) provision of temporary and permanent environmental mitigation works and compensation works;

(d) spoil storage and associated control measures;

(e) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, and lighting and other works associated with laying cables and/or pulling cables through cable ducts;

(f) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems, temporary and permanent relating to the Project A onshore works, Project B onshore works, Project A intertidal works and Project B intertidal works;

(g) works to alter the position of apparatus, including mains, sewers, drains and cables (overhead and underground);

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

(i) works for the benefit or protection of land affected by the authorised development;

(j) working sites in connection with the construction of the authorised development, construction lay down areas and compounds and storage compounds;

(k) works of restoration;

(l) fencing or other means of enclosure; and

(m) temporary and permanent drainage.

PART 2

Ancillary Works

Works and operations within the Order limits which fall within the scope of the work assessed by the environmental statement comprising—

(a) intrusive ground investigations including the making of boreholes and trial pits; and

(b) works for the benefit or protection of land, watercourses or structures affected by the authorised development.

SCHEDULE 2A

Articles 3 and 5

Requirements – Project A

Time limits

1.—(1) Project A must commence no later than the expiration of seven years beginning with the date this Order comes into force.

(2) If proceedings are begun to challenge the validity of this Order before the end of the period referred to in sub-paragraph (1) the period must be taken to be extended by one year.

Project A offshore works design parameters

2.—(1) The Project A offshore works must be constructed in accordance with the parameters assessed in the environmental statement and as set out in Table 3.

Table 3

Parameter	*Value*
Maximum number of cable circuits	4
Maximum total length of cables (export) (km)	400
Maximum number of cable crossings (export)	45
Maximum total area of cable protection (square metres)	465,500
Maximum total volume of cable protection (cubic metres)	490,100

(2) The finished height of any cable protection must not exceed 5% of the navigable water depth existing before works commence unless otherwise agreed in writing in advance with the MMO in consultation with the MCA.

Stages of Project A

3.—(1) Subject to paragraphs (2) and (3), the Project A onshore works and Project A intertidal works may not be commenced until notification has been submitted to the relevant planning authority detailing whether the Project A onshore works and Project A intertidal works will be constructed—

(a) in a single stage; or

(b) in two or more stages.

(2) The Project A onshore works and Project A intertidal works may not be commenced until details of the stages of the Project A onshore works and Project A intertidal works have been submitted to and approved by the relevant planning authority.

(3) The construction of the Project A onshore works and Project A intertidal works must follow the details provided under sub-paragraph (2).

(4) The stages of construction referred to in sub-paragraph (2) will not permit Project A to be constructed in more than one overall phase.

Substation works

4.—(1) Construction of Work Nos. 21A and 23A must not commence until details of—

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) hard surfacing materials;

(e) the dimensions, colour and materials used for the buildings;

(f) security fencing;

(g) vehicular and pedestrian access, parking and circulation areas; and

(h) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports,

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

(2) The details submitted under sub-paragraph (1) of this requirement must be in accordance with requirement 5 (detailed design parameters onshore) and in accordance with the outline design principles.

(3) Work Nos. 21A and 23A must be carried out in accordance with the approved details.

Detailed design parameters onshore

5.—(1) In relation to Work No. 21A—

(a) the highest part of any building must not exceed ~~15m~~30.2m above ~~finished ground level~~ordnance datum;

(b) the highest part of any external electrical equipment, excluding lightning rods, must not exceed ~~15m~~30.2m above ~~finished ground level~~ordnance datum;

(c) the total area of the fenced compound (excluding its accesses) must not exceed 80,000m^2; and

(d) the total number of lightning rods within the fenced compound area must not exceed 14 and the height of any lightning rod must not exceed ~~30m~~45.2m above ~~finished ground level~~ordnance datum.

(2) Trenchless installation technique works or alternative trenchless installation technique works must be used to install the cable ducts and electrical circuits where identified in the onshore crossing schedule for the purpose of passing under a relevant obstruction unless otherwise agreed by the relevant planning authority, following consultation with the lead local flood authority, the Environment Agency and the highway authority as appropriate.

(3) The total number of cable circuits constructed under Work Nos. 11A and 11B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(4) The total number of cable circuits constructed under Work Nos. 12A and 12B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(5) The total number of cable circuits constructed under Work Nos. 15A and 15B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(6) Neither Work No. 32A nor Work No. 37A can be commenced until notification has been submitted to the relevant planning authority confirming whether Morgan will construct either Work No.32A or 37A to connect into the National Grid substation at Penwortham.

(7) Save where cable circuits installed by Morgan within Work No. 30A and by Morecambe within Work No. 30B are required to cross each other, the total number of cable circuits constructed within Work Nos. 30A and 30B must not exceed two, whether constructed under Schedules 1A or Schedule 1B.

(8) Save where cable circuits installed by Morgan within Work No. 31A and by Morecambe within Work No. 31B are required to cross each other, the total number of cable circuits constructed within Work Nos. 31A and 31B must not exceed two, whether constructed under Schedule 1A or Schedule 1B.

(9) The maximum size of construction compounds within Work Nos. 30A and 31A must not exceed 30,000m^2.

(10) The total number of cable circuits constructed within Work Nos. 32A and 32B must not exceed two circuits whether constructed under Schedules 1A or Schedule 1B.

(11) The total number of cable circuits constructed within Work Nos. 37A and 37B must not exceed two circuits whether constructed under Schedules 1A or Schedule 1B.

(12) The total number of cable circuits constructed under Work Nos. 51A and 51B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(13) The total number of cable circuits constructed under Work Nos. 52A and 52B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(14) The total number of cable circuits constructed under Work Nos. 53A and 53B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(15) The total number of cable circuits constructed under Work Nos. 54A and 54B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

Provision of landscaping

6.—(1) No stage of the Project A onshore works may commence until a written landscaping scheme and associated work programme in accordance with the outline landscape management plan for the relevant stage has been submitted to and approved by the relevant planning authority.

(2) The written landscaping scheme must include details of all proposed hard and soft landscaping works including—

(a) location, number, species, size and planting density of any proposed planting including any trees; and

(b) implementation timetables for all landscaping works.

Implementation and ~~maintenance~~establishment of landscaping

7.—(1) All landscaping works must be carried out in accordance with the landscaping schemes approved under requirement 6 (provision of landscaping).

(2) Onshore site preparation works must only take place in accordance with the relevant details set out in the outline landscape management plan.

(3) Any tree or shrub planted as part of an approved landscaping scheme that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise agreed with the relevant planning authority.

Code of construction practice

8.—(1) No stage of the Project A onshore works or Project A intertidal works may commence until for that stage a code of construction practice has been submitted to and approved by the relevant planning authority following consultation as appropriate with—

(a) Lancashire County Council;

(b) the statutory nature conservation body;

(c) the Environment Agency;

(d) in relation to the Project A intertidal works or, if applicable to the Project A offshore works, the MMO; and

(e) in relation to the Project A Blackpool Airport works, BAOL to the extent specified in the outline code of construction practice.

(2) Each code of construction practice must accord with the outline code of construction practice and include, as appropriate to the relevant stage, a—

(a) communications plan (in accordance with the outline communications plan);

(b) dust management plan (in accordance with the outline dust management plan);

(c) construction noise and vibration management plan (in accordance with the outline construction noise and vibration management plan);

(d) pollution prevention plan (in accordance with the outline pollution prevention plan);

(e) public rights of way management plan (in accordance with the outline public rights of way management plan);

(f) site waste management plan (in accordance with the outline site waste management plan);

(g) soil management plan (in accordance with the outline soil management plan);

(h) spillage and emergency response plan (in accordance with the spillage and emergency response plan);

(i) surface water and groundwater management plan (in accordance with the outline surface water and groundwater management plan);

(j) construction fencing plan (in accordance with the outline construction fencing plan);

(k) construction artificial light emissions management plan (in accordance with the outline construction artificial light emissions management plan);

(l) biosecurity protocol (in accordance with the outline biosecurity protocol);

(m) bentonite breakout plan (in accordance with the outline bentonite breakout plan);

(n) contaminated land and groundwater discovery strategy (in accordance with the outline contaminated land and groundwater discovery strategy); ~~and~~

(o) hydrogeological risk assessments for trenchless installation beneath the Lytham St Annes SSSI and the River Ribble crossing (in accordance with the outline hydrogeological risk assessment); and

(p) onshore construction method statement (in accordance with the outline onshore construction method statement).

(3) The code of construction practice approved in relation to the relevant stage of the Project A onshore works and Project A intertidal works must be followed in relation to that stage of the Project A onshore works and Project A intertidal works.

(4) Onshore site preparation works must be carried out in accordance with the applicable details set out in the outline code of construction practice.

Traffic and Transport

9.—(1) No stage of the Project A onshore works may commence until for that stage a construction traffic management plan (which must be in accordance with the outline construction traffic management plan), as appropriate for the relevant stage, has for that stage been submitted to and approved by the relevant highway authority ~~or~~in consultation with National Highways in respect of the strategic road network ~~in consultation with National Highways~~.

(2) Any plan submitted under sub-paragraph (1) may cover one or more stage of the Project A onshore works.

(3) Each plan approved under sub-paragraph (1) must be implemented upon commencement of the relevant stage of the Project A onshore works.

(4) Onshore site preparation works must only take place in accordance with the relevant details set out in the outline construction traffic management plan.

Highway accesses

~~**10.** (1) No stage of the Project A onshore works may be commenced until for that stage written details (which accord with the outline highway access management plan) of the siting, design, layout, sequencing and timing and any access management measures for any new permanent or temporary means of access to a highway to be used by vehicular traffic, or any~~

~~alteration to an existing means of access to a highway, have been submitted to and approved by the highway authority, and in relation to the Project A Blackpool Airport works, BAOL to the extent specified in the outline highway access management plan.~~

~~(2) The highway access for that stage must be constructed or altered, and the works described in paragraph (1) in relation to access management measures carried out, in accordance with the approved details before the relevant highway accesses are brought into use for the purposes of Project A.~~

~~(3) Onshore site preparation works must be carried out in accordance with the applicable details set out in the outline construction traffic management plan and the outline highway access management plan.~~

10.—(1) No new temporary or permanent means of access to a highway to be used by vehicular traffic, or any temporary or permanent alteration to an existing means of access to a highway used by vehicular traffic, may be formed for the Project A onshore works or Project A intertidal works until a highways access management plan for that access has been submitted to and approved in writing by the relevant planning authority in consultation with the relevant highway authority, and in relation to the Project A Blackpool Airport works, BAOL to the extent specified in the outline highway access management plan.

(2) Each highways access management plan must accord with the outline highways access management plan.

(3) The highway accesses must be implemented as approved.

Onshore archaeology

11.—(1) No stage of the Project A onshore works or Project A intertidal works may commence until for that stage ~~an~~relevant site specific archaeological written schemes of investigation~~ in accordance~~, which accord with the outline onshore and intertidal written scheme of investigation, ~~has~~have been submitted to and approved by Lancashire County Council, in consultation with Historic England.

(2) ~~Pre-commencement surveys and investigations~~Onshore site preparation works, including those necessary to allow production of any scheme required under sub-paragraph (1), must only take place in accordance with the applicable details set out in the outline onshore and intertidal written scheme of investigation.

(3) Any archaeological works must be carried out by a suitably qualified and competent person or body previously notified to the relevant planning authority.

(4) Each written scheme of investigation submitted under sub-paragraph (1) must be implemented as approved.

Ecological management plan

12.—(1) No stage of the Project A onshore works or Project A intertidal works may commence until for that stage a written ecological management plan ~~in accordance with the outline ecological management plan~~ as appropriate for the relevant stage, has, following consultation with—

(a) the statutory nature conservation body;

(b) the Environment Agency where works have the potential to impact wetland habitats; and

(c) BAE and BAOL in respect of the ~~outline~~detailed wildlife hazard management plan,

been submitted to and approved by the relevant planning authority.

(2) ~~The~~Each ecological management plan submitted under sub-paragraph (1) must accord with the outline ecological management plan and must include an implementation timetable~~ and~~.

~~(2)~~(3) Each ecological management plan submitted under sub-paragraph (1) must be implemented as approved.

~~(3)~~(4) Onshore site preparation works must only take place in accordance with the relevant details set out in the outline ecological management plan.

European protected species onshore

13.—(1) No stage of the Project A onshore works other than surveying and investigation necessary to comply with this requirement may be undertaken until, for that stage, pre-construction survey work has been carried out to establish whether a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is present on any of the land affected, or likely to be affected, by any part of that stage of the Project A onshore works.

(2) Where a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is shown to be present or likely to be affected, the stage of the Project A onshore works likely to affect the species must not commence until, after consultation with the statutory nature conservation body, a scheme of protection and mitigation measures for that stage has been submitted to and approved by the relevant planning authority or a European Protected Species licence granted by the statutory nature conservation body.

(3) Each stage of the Project A onshore works which requires a scheme of protection and mitigation measures in accordance with sub-paragraph (2) of this requirement must be carried out in accordance with the approved scheme.

(4) In this paragraph, "European protected species" has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017.

(5) In this paragraph, "nationally protected species" means any species protected under the Wildlife and Countryside Act 1981.

Construction hours

14.—(1) Except as otherwise agreed in the code of construction practice and subject to sub-paragraphs (2) to (4), construction of the Project A onshore works and Project A intertidal works, and construction-related traffic movements to or from the site of the relevant work may take place only between the hours of 0700 and 1900 from Monday to Friday, and 0700 to 1300 on Saturday, with no activity on Sundays or bank holidays.

(2) Subject to paragraph (3), construction of the Project A onshore works and Project A intertidal works, and construction-related traffic movements arriving or departing from the site of the relevant work may take place outside the hours specified in sub-paragraph (1) for certain identified works including—

(a) where continuous periods of construction are required, for works such as concrete pouring and finishing, electrical circuit pulling and jointing and testing, trenchless installation technique works and alternative trenchless installation technique works, and dewatering pumps;

(b) for the delivery and unloading of abnormal loads;

(c) for the Project A landfall works;

(d) for the Project A Blackpool Airport works;

(e) for the Project A River Ribble works;

(f) for any other time-critical element of the Project A onshore works;

(g) emergency works; and

(h) mobilisation activities, which may take place one hour immediately prior to and one hour immediately after the hours specified in paragraph (1).

(3) Except as provided in sub-paragraph (4) and in relation to emergency works, the undertaker must notify the relevant planning authority of all construction works and activities which are to be undertaken outside the hours specified in sub-paragraph (1) by giving at least 48 hours' notice in advance of the works and activities and those works and activities must not be undertaken outside the hours specified in sub-paragraph (1) until the relevant planning authority has agreed.

(4) In respect of trenchless installation technique works and alternative trenchless installation technique works, where continuous 24-hour working is required and has been assessed in the

environmental statement, the undertaker must notify the relevant planning authority in advance of such works.

(5) In the event of an emergency, notification of that emergency must be given to the relevant planning authority and the relevant highway authority as soon as reasonably practicable.

(6) For the purposes of this requirement—

(a) "mobilisation activities" include personnel briefings, inspections, tool-box talks, inductions, health and safety works, deliveries excluding heavy goods vehicle movements, movement to place of work, general preparation and site maintenance work but does not include operation of heavy machinery or operation of generators or flood lights; and

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

Fencing and other means of enclosure

15.—(1) Work No. 20A and Work No. 21A must not commence until details of all proposed permanent fences, walls or other means of enclosure for those works have been submitted to and approved by the relevant planning authority.

(2) Any approved permanent fencing, walls or other means of enclosure must be completed before Work No. 21A is brought into use.

(3) Permanent fencing, walls and other means of enclosure approved under sub-paragraphs (1) and (2) must be provided and maintained in accordance with the approved details until the Project A onshore works to which they relate are decommissioned in accordance with the onshore decommissioning plan approved under requirement 22 (onshore decommissioning).

Restoration of land used temporarily for construction

16.—(1) Any land landward of MLWS which is used temporarily for construction of the Project A onshore works and Project A intertidal works and not ultimately incorporated in permanent works or approved landscaping or ecological works must be reinstated ~~within 12 months following completion of the relevant stage of the Project A onshore works or Project A intertidal works~~ in accordance with details submitted to and approved pursuant to Requirements 6, 8 and 12 in respect of reinstatement, unless alternative or additional details in relation to that land are agreed in writing by the relevant planning authority.

(2) Reinstatement under paragraph (1) must take place within 12 months following completion of the relevant stage of Project A onshore works or Project A intertidal works unless otherwise agreed with the relevant planning authority.

Control of operational artificial light emissions

17.—(1) Work No. 21A must not be brought into operation until a written scheme providing details of artificial light emissions during the operation of Work No. 21A, including measures for the management and mitigation of internal and external artificial light emissions from Work No. 21A has been submitted to and approved by the relevant planning authority.

(2) Any scheme approved under sub-paragraph (1) must be implemented as approved and maintained during the operation of Work No. 21A.

Control of noise during operational stage

~~**18.** (1) Work No. 21A may not commence operations until an operational noise management plan (NMP) for those works has been submitted to and approved by the relevant planning authority.~~

~~(2) The NMP must set out the particulars of—~~

~~(a) any necessary noise attenuation and mitigation measures to be taken to minimise noise resulting from Work No. 21A, including any noise limits; and~~

~~(b) a scheme for monitoring attenuation and mitigation measures provided under sub-paragraph (a) which must include—~~

~~(i) the circumstances under which noise will be monitored;~~

~~(ii) the locations at which noise will be monitored;~~

~~(iii) the method of noise measurement (which must be in accord with BS 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and~~

~~(iv) a complaints procedure.~~

~~(3) The NMP must be implemented as approved.~~

18.—(1) The noise rating level for the operational lifetime of Work No. 21A must not exceed 34db at Freshfield Farm (343215, 431180) at a position representative of the façade, in free-field conditions, of any building authorised or lawfully occupied for residential or accommodation purposes at the date of the granting of this Order.

(2) The noise levels set out in sub-paragraph (1) are to be measured—

(a) in accordance with British Standard BS4142:2014+A1:2019, methods for rating and assessing industrial and commercial sound; and

(b) with a microphone placed 1.5 metres above the ground in free-field conditions (being at least 3.5 metres from the nearest vertical reflecting surface).

Employment and skills plan

19. No Project A onshore works may commence until, after consultation has taken place with the relevant authorities, an employment and skills plan has been submitted to and approved in writing by Lancashire County Council on behalf of the relevant authorities.

(1) The employment and skills plan must be in accordance with the outline employment and skills plan and must be implemented as approved and maintained for the duration of the construction of the Project A onshore works.

(2) For the purposes of this requirement the "relevant authorities" are South Ribble Borough Council, Fylde Borough Council, Preston City Council and Blackpool Borough Council.

Operational Drainage Management Plan

20.—(1) Work No. 21A must not commence until, for that work, an operational drainage management plan (in accordance with the outline operational drainage management plan) has, been submitted to and approved by the lead local flood authority and the relevant highway authority in consultation with the Environment Agency as appropriate. The operational drainage management plan must be in accordance with the principles set out in the outline operational drainage management plan.

(2) The operational drainage management plan must be implemented in accordance with the approved details, prior to final commissioning of Work No. 21A and must be maintained during the operation of Work No.21A.

Offshore decommissioning

21. No Project A offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act has been submitted to the Secretary of State.

Onshore decommissioning

22.—(1) Within six months of the permanent cessation of commercial operation of the Project A onshore works, an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(2) The relevant planning authority must provide its decision on any onshore decommissioning plan submitted under sub-paragraph (1) within three months of submission of each plan unless otherwise agreed in writing between the relevant planning authority and the undertaker.

(3) Any decommissioning plan approved under this requirement must be implemented as approved.

Requirement for written approval

23. Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

Amendments to approved details

24. With respect to any requirement which requires Project A to be carried out in accordance with the details approved under this Schedule, the approved details are taken to include any amendments that may subsequently be approved or agreed by the Secretary of State, the relevant planning authority or another person and which fall within the scope of work assessed by the environmental statement.

Onshore collaboration

25.—(1) In the event of sequential or concurrent construction of Project A and Project B, Morgan must—

(a) before submitting any plan, scheme, details or document required to be submitted for approval under the requirements, provide a copy of the plan or document to Morecambe to enable Morecambe to provide comments on the relevant plans and documentation; and

(b) when submitting any plan or document referred to in sub-paragraph (a) for approval, submit any comments duly received from Morecambe or a statement confirming that no such comments were received.

[Biodiversity Benefit

26. Unless otherwise agreed with the relevant planning authority, written evidence (in the form of the outputs of the biodiversity metric) demonstrating how biodiversity benefit in accordance with the onshore biodiversity benefit statement is to be delivered as part of Project A must be submitted to the relevant planning authority no later than the date on which Project A is first brought into commercial operation.]

SCHEDULE 2B

Articles 3 and 5

Requirements – Project B

Time limits

1.—(1) Project B must commence no later than the expiration of seven years beginning with the date this Order comes into force.

(2) If proceedings are begun to challenge the validity of this Order before the end of the period referred to in sub-paragraph (1) the period must be taken to be extended by one year.

Project B offshore works design parameters

2.—(1) The Project B offshore works must be constructed in accordance with the parameters assessed in the environmental statement and as set out in Table 4.

Table 4

Parameter	*Value*
Maximum number of cable circuits	2
Maximum total length of cables (export) (km)	84
Maximum number of cable crossings (export)	6
Maximum total area of cable protection (square metres)	111,000
Maximum total volume of cable protection (cubic metres)	106,440

(2) The finished height of any cable protection must not exceed 5% of the navigable water depth existing before works commence unless otherwise agreed in writing in advance with the MMO in consultation with the MCA.

Stages of Project B

3.—(1) Subject to paragraphs (2) and (3), the Project B onshore works and Project B intertidal works may not be commenced until notification has been submitted to the relevant planning authority detailing whether the Project B onshore works and Project B intertidal works will be constructed—

(a) in a single stage; or

(b) in two or more stages.

(2) The Project B onshore works and Project B intertidal works may not be commenced until details of the stages of the Project B onshore works and Project B intertidal works have been submitted to and approved by the relevant planning authority.

(3) The construction of the Project B onshore works and Project B intertidal works must follow the details provided under sub-paragraph (2).

(4) The stages of construction referred to in sub-paragraph (2) will not permit Project B to be constructed in more than one overall phase.

Substation works

4.—(1) Construction of Work Nos. 21B and 23B must not commence until details of—

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) hard surfacing materials;

(e) the dimensions, colour and materials used for the buildings;

(f) security fencing;

(g) vehicular and pedestrian access, parking and circulation areas; and

(h) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports,

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

(2) The details submitted under sub-paragraph (1) of this requirement must be in accordance with requirement 5 (detailed design parameters onshore) and in accordance with the outline design principles.

(3) Work Nos. 21B and 23B must be carried out in accordance with the approved details.

Detailed design parameters onshore

5.—(1) In relation to Work No. 21B—

(a) the highest part of any building must not exceed ~~13m~~23.2m above ~~finished ground level~~ordnance datum;

(b) the highest part of any external electrical equipment, excluding lightning rods, must not exceed ~~12m~~22.2m above ~~finished ground level~~ordnance datum;

(c) the total area of the fenced compound (excluding its accesses) must not exceed 29,700m^2; and

(d) the total number of lightning rods within the fenced compound area must not exceed 8 and the height of any lightning rod must not exceed ~~30m~~40.2m above ~~finished ground level~~ordnance datum.

(2) Trenchless installation technique works or alternative trenchless installation technique works must be used to install the cable ducts and electrical circuits where identified in the onshore crossing schedule for the purpose of passing under a relevant obstruction unless otherwise agreed by the relevant planning authority, following consultation with the lead local flood authority, the Environment Agency and the highway authority as appropriate.

(3) The total number of cable circuits constructed under Work Nos. 11A and 11B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(4) The total number of cable circuits constructed under Work Nos. 12A and 12B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(5) The total number of cable circuits constructed under Work Nos. 15A and 15B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(6) Neither Work No. 32A nor Work No. 37A can be commenced until notification has been submitted to the relevant planning authority confirming whether Morgan will construct either Work No.32A or 37A to connect into the National Grid substation at Penwortham.

(7) Save where cable circuits installed by Morgan within Work No. 30A and by Morecambe within Work No. 30B are required to cross each other, the total number of cable circuits constructed within Work Nos. 30A and 30B must not exceed two, whether constructed under Schedules 1A or Schedule 1B.

(8) Save where cable circuits installed by Morgan within Work No. 31A and by Morecambe within Work No. 31B are required to cross each other, the total number of cable circuits constructed within Work Nos. 31A and 31B must not exceed two, whether constructed under Schedule 1A or Schedule 1B.

(9) The maximum size of construction compounds within Work Nos. 30A and 31A must not exceed 30,000m^2.

(10) The total number of cable circuits constructed within Work Nos. 32A and 32B must not exceed two circuits whether constructed under Schedules 1A or Schedule 1B.

(11) The total number of cable circuits constructed within Work Nos. 37A and 37B must not exceed two circuits whether constructed under Schedules 1A or Schedule 1B.

(12) The total number of cable circuits constructed under Work Nos. 51A and 51B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(13) The total number of cable circuits constructed under Work Nos. 52A and 52B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(14) The total number of cable circuits constructed under Work Nos. 53A and 53B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

(15) The total number of cable circuits constructed under Work Nos. 54A and 54B must not exceed four circuits whether constructed under Schedule 1A, Schedule 1B or a combination of both Schedules 1A and 1B.

Provision of landscaping

6.—(1) No stage of the Project B onshore works may commence until a written landscaping scheme and associated work programme in accordance with the outline landscape management plan for the relevant stage has been submitted to and approved by the relevant planning authority.

(2) The written landscaping scheme must include details of all proposed hard and soft landscaping works including—

(a) location, number, species, size and planting density of any proposed planting including any trees; and

(b) implementation timetables for all landscaping works.

Implementation and ~~maintenance~~establishment of landscaping

7.—(1) All landscaping works must be carried out in accordance with the landscaping schemes approved under requirement 6 (provision of landscaping).

(2) Onshore site preparation works must only take place in accordance with the relevant details set out in the outline landscape management plan.

(3) Any tree or shrub planted as part of an approved landscaping scheme that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise agreed with the relevant planning authority.

Code of construction practice

8.—(1) No stage of the Project B onshore works or Project B intertidal works may commence until for that stage a code of construction practice has been submitted to and approved by the relevant planning authority following consultation as appropriate with—

(a) Lancashire County Council;

(b) the statutory nature conservation body;

(c) the Environment Agency;

(d) in relation to the Project A intertidal works or, if applicable to the Project B offshore works, the MMO; and

(e) in relation to the Project B Blackpool Airport works, BAOL to the extent specified in the outline code of construction practice.

(2) Each code of construction practice must accord with the outline code of construction practice and include, as appropriate to the relevant stage, a—

(a) communications plan (in accordance with the outline communications plan);

(b) dust management plan (in accordance with the outline dust management plan);

(c) construction noise and vibration management plan (in accordance with the outline construction noise and vibration management plan);

(d) pollution prevention plan (in accordance with the outline pollution prevention plan);

(e) public rights of way management plan (in accordance with the outline public rights of way management plan);

(f) site waste management plan (in accordance with the outline site waste management plan);

(g) soil management plan (in accordance with the outline soil management plan);

(h) spillage and emergency response plan (in accordance with the spillage and emergency response plan);

(i) surface water and groundwater management plan (in accordance with the outline surface water and groundwater management plan);

(j) construction fencing plan (in accordance with the outline construction fencing plan);

(k) construction artificial light emissions management plan (in accordance with the outline construction artificial light emissions management plan);

(l) biosecurity protocol (in accordance with the outline biosecurity protocol);

(m) bentonite breakout plan (in accordance with the outline bentonite breakout plan);

(n) contaminated land and groundwater discovery strategy (in accordance with the outline contaminated land and groundwater discovery strategy); ~~and~~

(o) hydrogeological risk assessments for trenchless installation beneath the Lytham St Annes SSSI and the River Ribble crossing (in accordance with the outline hydrogeological risk assessment); and

(p) onshore construction method statement (in accordance with the outline onshore construction method statement).

(3) The code of construction practice approved in relation to the relevant stage of the Project B onshore works and Project B intertidal works must be followed in relation to that stage of the Project B onshore works and Project B intertidal works.

(4) Onshore site preparation works must be carried out in accordance with the applicable details set out in the outline code of construction practice.

Traffic and Transport

9.—(1) No stage of the Project B onshore works may commence until for that stage a construction traffic management plan (which must be in accordance with the outline construction traffic management plan), as appropriate for the relevant stage, has for that stage been submitted to and approved by the relevant highway authority ~~or~~in consultation with National Highways in respect of the strategic road network ~~in consultation with National Highways~~.

(2) Any plan submitted under sub-paragraph (1) may cover one or more stage of the Project B onshore works.

(3) Each plan approved under sub-paragraph (1) must be implemented upon commencement of the relevant stage of the Project B onshore works.

(4) Onshore site preparation works must only take place in accordance with the relevant details set out in the outline construction traffic management plan.

Highway accesses

~~**10.** (1) No stage of the Project B onshore works may be commenced until for that stage written details (which accord with the outline highway access management plan of the siting, design, layout, sequencing and timing and any access management measures for any new permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration to an existing means of access to a highway, have been submitted to and approved by the highway authority and in relation to the Project B Blackpool Airport works, BAOL to the extent specified in the outline highway access management plan.~~

~~(2) The highway access for that stage must be constructed or altered, and the works described in paragraph (1) in relation to access management measures carried out, in accordance with the approved details before the relevant highway accesses are brought into use for the purposes of Project B.~~

~~(3) Onshore site preparation works must be carried out in accordance with the applicable details set out in the outline construction traffic management plan and the outline highway access management plan.~~

10.—(1) No new temporary or permanent means of access to a highway to be used by vehicular traffic, or any temporary or permanent alteration to an existing means of access to a highway used by vehicular traffic, may be formed for the Project B onshore works or Project B intertidal works until a highways access management plan for that access has been submitted to and approved in writing by the relevant planning authority in consultation with the relevant highway authority, and in relation to the Project B Blackpool Airport works, BAOL to the extent specified in the outline highway access management plan.

(2) Each highways access management plan must accord with the outline highways access management plan.

(3) The highway accesses must be implemented as approved.

Onshore archaeology

11.—(1) No stage of the Project B onshore works or Project B intertidal works may commence until for that stage ~~an~~relevant site specific archaeological written schemes of investigation ~~in accordance~~, which accord with the outline onshore and intertidal written scheme of investigation, ~~has~~have been submitted to and approved by Lancashire County Council, in consultation with Historic England.

(2) ~~Pre-commencement surveys and investigations~~Onshore site preparation works, including those necessary to allow production of any scheme required under sub-paragraph (1~~)~~), must only take place in accordance with the applicable details set out in the outline onshore and intertidal written scheme of investigation as certified.

(3) Any archaeological works must be carried out by a suitably qualified and competent person or body previously notified to the relevant planning authority.

(4) Each written scheme of investigation submitted under sub-paragraph (1) must be implemented as approved.

Ecological management plan

12.—(1) No stage of the Project B onshore works or Project B intertidal works may commence until for that stage a written ecological management plan ~~in accordance with the outline ecological management plan~~ as appropriate for the relevant stage, has, following consultation with—

(a) the statutory nature conservation body;

(b) the Environment Agency where works have the potential to impact wetland habitats; and

(c) BAE and BAOL in respect of the ~~outline~~detailed wildlife hazard management plan,

been submitted to and approved by the relevant planning authority.

(2) ~~The~~Each ecological management plan submitted under sub-paragraph (1) must accord with the outline ecological management plan and must include an implementation timetable ~~and must~~.

~~(2)~~(3) Each ecological management plan submitted under sub-paragraph (1) must be implemented as approved.

~~(3)~~(4) Onshore site preparation works must only take place in accordance with the relevant details set out in the outline ecological management plan.

European protected species onshore

13.—(1) No stage of the Project B onshore works other than surveying and investigation necessary to comply with this requirement may be undertaken until, for that stage, pre-construction survey work has been carried out to establish whether a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is present on any of the land affected, or likely to be affected, by any part of that stage of the Project B onshore works.

(2) Where a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is shown to be present or likely to be affected, the stage of the Project B onshore works likely to affect the species must not commence until, after consultation the

statutory nature conservation body, a scheme of protection and mitigation measures for that stage has been submitted to and approved by the relevant planning authority or a European Protected Species licence granted by the statutory nature conservation body.

(3) Each stage of the Project B onshore works which requires a scheme of protection and mitigation measures in accordance with sub-paragraph (2) of this requirement must be carried out in accordance with the approved scheme.

(4) In this paragraph, "European protected species" has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017.

(5) In this paragraph, "nationally protected species" means any species protected under the Wildlife and Countryside Act 1981.

Construction hours

14.—(1) Except as otherwise agreed in the code of construction practice and subject to sub-paragraphs (2) to (4), construction of the Project B onshore works and Project B intertidal works, and construction-related traffic movements to or from the site of the relevant work may take place only between the hours of 0700 and 1900 from Monday to Friday, and 0700 to 1300 on Saturday, with no activity on Sundays or bank holidays.

(2) Subject to paragraph (3), construction of the Project B onshore works and Project B intertidal works, and construction-related traffic movements arriving or departing from the site of the relevant work may take place outside the hours specified in sub-paragraph (1) for certain identified works including—

(a) where continuous periods of construction are required, for works such as concrete pouring and finishing, electrical circuit pulling and jointing and testing, trenchless installation technique works and alternative trenchless installation technique works, and dewatering pumps;

(b) for the delivery and unloading of abnormal loads;

(c) for the Project B landfall works;

(d) for the Project B Blackpool Airport works;

(e) for the Project B River Ribble works;

(f) for any other time-critical element of the Project B onshore works;

(g) emergency works; and

(h) mobilisation activities, which may take place one hour immediately prior to and one hour immediately after the hours specified in paragraph (1).

(3) Except as provided in sub-paragraph (4) and in relation to emergency works, the undertaker must notify the relevant planning authority of all construction works and activities which are to be undertaken outside the hours specified in sub-paragraph (1) by giving at least 48 hours' notice in advance of the works and activities and those works and activities must not be undertaken outside the hours specified in sub-paragraph (1) until the relevant planning authority has agreed.

(4) In respect of trenchless installation technique works and alternative trenchless installation technique works, where continuous 24-hour working is required and has been assessed in the environmental statement, the undertaker must notify the relevant planning authority in advance of such works.

(5) In the event of an emergency, notification of that emergency must be given to the relevant planning authority and the relevant highway authority as soon as reasonably practicable.

(6) For the purposes of this requirement—

(a) "mobilisation activities" include ~~workforce arrival and departure, site~~ personnel briefings, inspections, tool-box talks, inductions, health and safety ~~briefings~~works, deliveries ~~(~~excluding heavy goods vehicle movements~~),~~, movement to place of work, ~~and~~ general ~~site~~ preparation and ~~housekeeping,~~ site maintenance work but does not include ~~any~~ operation of heavy machinery or operation of generators or flood lights; and

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

Fencing and other means of enclosure

15.—(1) Work No. 20B and Work No. 21B must not commence until details of all proposed permanent fences, walls or other means of enclosure for those works have been submitted to and approved by the relevant planning authority.

(2) Any approved permanent fencing, walls or other means of enclosure must be completed before Work No. 21B is brought into use.

(3) Permanent fencing, walls and other means of enclosure approved under sub-paragraphs (1) and (2) must be provided and maintained in accordance with the approved details until the Project B onshore works to which they relate are decommissioned in accordance with the onshore decommissioning plan approved under requirement 22 (onshore decommissioning).

Restoration of land used temporarily for construction

16.—(1) Any land landward of MLWS which is used temporarily for construction of the Project B onshore works and Project B intertidal works and not ultimately incorporated in permanent works or approved landscaping or ecological works must be reinstated in accordance with details submitted to and approved pursuant to Requirements 6, 8 and 12 in respect of reinstatement, unless alternative or additional details in relation to that land are agreed in writing by the relevant planning authority.

~~16.~~(2) Reinstatement under paragraph (1) must take place within 12 months following completion of the relevant stage of ~~the~~ Project B onshore works or Project B intertidal works ~~in accordance~~unless otherwise agreed with ~~details approved by~~ the relevant planning authority.

Control of operational artificial light emissions

17.—(1) Work No. 21B must not be brought into operation until a written scheme providing details of artificial light emissions during the operation of Work No. 21B, including measures for the management and mitigation of internal and external artificial light emissions from Work No. 21B has been submitted to and approved by the relevant planning authority.

(2) Any scheme approved under sub-paragraph (1) must be implemented as approved and maintained during the operation of Work No. 21B.

Control of noise during operational stage

~~**18.** (1) Work No. 21B may not commence operations until an operational noise management plan (NMP) for those works has been submitted to and approved by the relevant planning authority.~~

~~(2) The NMP must set out the particulars of—~~

~~(a) any necessary noise attenuation and mitigation measures to be taken to minimise noise resulting from Work No. 21B, including any noise limits; and~~

~~(b) a scheme for monitoring attenuation and mitigation measures provided under sub-paragraph (a) which must include—~~

~~(i) the circumstances under which noise will be monitored;~~

~~(ii) the locations at which noise will be monitored;~~

~~(iii) the method of noise measurement (which must be in accord with BS 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and~~

~~(iv) a complaints procedure.~~

~~(3) The NMP must be implemented as approved.~~

18.—(1) The noise rating level for the operational lifetime of Work No. 21B must not exceed 36db at Marybank Farm (343592, 429757) at a position representative of the façade, in free-field conditions, of any building authorised or lawfully occupied for residential or accommodation purposes at the date of the granting of this Order.

(2) The noise levels set out in sub-paragraph (1) are to be measured—

(a) in accordance with British Standard BS4142:2014+A1:2019, methods for rating and assessing industrial and commercial sound; and

(b) with a microphone placed 1.5 metres above the ground in free-field conditions (being at least 3.5 metres from the nearest vertical reflecting surface).

Employment and skills plan

19.—(1) No Project B onshore works may commence until, after consultation has taken place with the relevant authorities, an employment and skills plan has been submitted to and approved in writing by Lancashire County Council on behalf of the relevant authorities.

(2) The employment and skills plan must be in accordance with the outline employment and skills plan and must be implemented as approved and maintained for the duration of the construction of the Project B onshore works.

(3) For the purposes of this requirement the "relevant authorities" are South Ribble Borough Council, Fylde Borough Council, Preston City Council and Blackpool Borough Council.

Operational Drainage Management Plan

20.—(1) Work No. 21B must not commence until, for that work, an operational drainage management plan (in accordance with the outline operational drainage management plan) has been submitted to and approved by the lead local flood authority and the relevant highway authority in consultation with the Environment Agency as appropriate. The operational drainage management plan must be in accordance with the principles set out in the outline operational drainage management plan.

(2) The operational drainage management plan must be implemented in accordance with the approved details, prior to final commissioning of Work No. 21B and must be maintained during the operation of Work No. 21B.

Offshore decommissioning

21. No Project B offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) of the 2004 Act has been submitted to the Secretary of State.

Onshore decommissioning

22.—(1) Within six months of the permanent cessation of commercial operation of the Project B onshore works, an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(2) The relevant planning authority must provide its decision on any onshore decommissioning plan submitted under sub-paragraph (1) within three months of submission of each plan unless otherwise agreed in writing between the relevant planning authority and the undertaker.

(3) Any decommissioning plan approved under this requirement must be implemented as approved.

Requirement for written approval

23. Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

Amendments to approved details

24. With respect to any requirement which requires Project B to be carried out in accordance with the details approved under this Schedule, the approved details are taken to include any amendments that may subsequently be approved or agreed by the Secretary of State, the relevant planning authority or another person and which fall within the scope of work assessed by the environmental statement.

Onshore collaboration

25.—(1) In the event of sequential or concurrent construction of Project A and Project B, Morecambe must—

(a) before submitting any plan, scheme, details or document required to be submitted for approval under the requirements, provide a copy of the plan or document to Morgan to enable Morgan to provide comments on the relevant plans and documentation; and

(b) when submitting any plan or document referred to in sub-paragraph (a) for approval, submit any comments duly received from Morgan or a statement confirming that no such comments were received.

[Biodiversity Benefit

26. Unless otherwise agreed with the relevant planning authority, written evidence (in the form of the outputs of the biodiversity metric) demonstrating how biodiversity benefit in accordance with the onshore biodiversity benefit statement is to be delivered as part of Project B must be submitted to the relevant planning authority no later than the date on which Project B is first brought into commercial operation.]

SCHEDULE 3A

Article 9

Streets subject to street works – Project A

(1) Area	*(2) Street*	*(3) Extent as shown on the street works plan*
~~Blackpool Borough Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_2A and MGMC_HA_2B on Sheet 1 of the Street Works Plan
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_35A and MGMC_HA_35B on Sheet 1 of the Street Works Plan~~

~~Fylde Council~~	~~Private Access~~	~~Between points MGMC_PA_1A and MGMC_PA_1B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_5A and MGMC_HA_5B on Sheet 2 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_3A and MGMC_HA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_4A and MGMC_HA_4B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_2A and MGMC_PA_2B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_3A and MGMC_PA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_4A and MGMC_PA_4B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_5A and MGMC_PA_5B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_6A and MGMC_PA_6B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_7A and MGMC_PA_7B on Sheet 3 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_6A and MGMC_HA_6B on Sheet 4 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_7A and MGMC_HA_7B on Sheet 4 of the Street Works Plan
Fylde Council	The Hamlet	Between points MGMC_HA_8A and MGMC_HA_8B on Sheet 4 of the Street Works Plan
Fylde Council	Midgeland Road	Between points MG_HA_1A and MG_HA_1B on Sheet 5 of the Street Works Plan

Fylde Council	Lytham St Anne's Road	Between points MG_HA_2A and MG_HA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_1A and MG_PA_1B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_2A and MG_PA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_3A and MG_PA_3B on Sheet 5 of the Street Works Plan
Fylde Council	Queensway	Between points MGMC_HA_9A and MGMC_HA_9B on Sheet 5 of the Street Works Plan
Fylde Council	Lytham St Anne's Road	Between points MGMC_HA_10A and MGMC_HA_10B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_8A and MGMC_PA_8B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_9A and MGMC_PA_9B on Sheet 5 of the Street Works Plan
Fylde Council	Peel Road	Between points MG_HA_3A and MG_HA_3B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MG_HA_4A and MG_HA_4B on Sheet 6 of the Street Works Plan
Fylde Council	Brays Road	Between points MG_HA_5A and MG_HA_5B on Sheet 6 of the Street Works Plan
Fylde Council	Peel Road	Between points MGMC_HA_11A and MGMC_HA_11B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_12A and MGMC_HA_12B on Sheet 6 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_4A and MG_PA_4B on Sheet 7 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_13A and MGMC_HA_13B on Sheet 7 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_10A and MGMC_PA_10B on Sheet 7

		of the Street Works Plan
Fylde Council	Peg's Lane	Between points MG_HA_6A and MG_HA_6B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MG_HA_7A and MG_HA_7B on Sheet 8 of the Street Works Plan
Fylde Council	Huck Lane	Between points MG_HA_8A and MG_HA_8B on Sheet 8 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_5A and MG_PA_5B on Sheet 8 of the Street Works Plan
Fylde Council	Peg's Lane	Between points MGMC_HA_14A and MGMC_HA_14B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MGMC_HA_15A and MGMC_HA_15B on Sheet 8 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_11A and MGMC_PA_11B on Sheet 8 of the Street Works Plan
Fylde Council	Cartmell Lane	Between points MGMC_HA_16A and MGMC_HA_16B on Sheet 9 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MG_HA_9A and MG_HA_9B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_6A and MG_PA_6B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_7A and MG_PA_7B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_8A and MG_PA_8B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_9A and MG_PA_9B on Sheet 10 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MGMC_HA_17A and MGMC_HA_17B on Sheet 10 of the Street Works Plan
Fylde Council	Hillock Lane	Between points MG_HA_10A and MG_HA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MG_HA_11A and MG_HA_11B on Sheet 11 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_10A

		and MG_PA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Hillock Lane	Between points MGMC_HA_18A and MGMC_HA_18B on Sheet 11 of the Street Works Plan
Fylde Council	Kirkham Road	Between points MGMC_HA_19A and MGMC_HA_19B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MGMC_HA_20A and MGMC_HA_20B on Sheet 11 of the Street Works Plan
Fylde Council	Kirkham By-Pass	Between points MG_HA_12A and MG_HA_12B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_11A and MG_PA_11B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_12A and MG_PA_12B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_13A and MG_PA_13B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_14A and MG_PA_14B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_15A and MG_PA_15B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_16A and MG_PA_16B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_17A and MG_PA_17B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_18A and MG_PA_18B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_19A and MG_PA_19B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_20A and MG_PA_20B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_21A and MGMC_HA_21B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_22A and MGMC_HA_22B on Sheet 13 of the Street Works Plan

Fylde Council	Private Access	Between points MGMC_PA_12A and MGMC_PA_12B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_13A and MGMC_PA_13B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_14A and MGMC_PA_14B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_15A and MGMC_PA_15B on Sheet 13 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MG_HA_13A and MG_HA_13B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_21A and MG_PA_21B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_22A and MG_PA_22B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_23A and MG_PA_23B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_24A and MG_PA_24B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_16A and MGMC_PA_16B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_17A and MGMC_PA_17B on Sheet 14 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MG_HA_14A and MG_HA_14B on Sheet 15 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_25A and MG_PA_25B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_23A and MGMC_HA_23B on Sheet 15 of the Street Works Plan
Fylde Council	Lodge Lane	Between points MGMC_HA_24A and MGMC_HA_24B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_25A and

		MGMC_HA_25B on Sheet 15 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_26A and MG_PA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_27A and MG_PA_27B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_26A and MGMC_HA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_27A and MGMC_HA_27B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_28A and MGMC_HA_28B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_18A and MGMC_PA_18B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_19A and MGMC_PA_19B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_20A and MGMC_PA_20B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_21A and MGMC_PA_21B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_22A and MGMC_PA_22B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_23A and MGMC_PA_23B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_28A and MG_PA_28B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_29A and MG_PA_29B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_30A and MG_PA_30B on Sheet 17 of the Street Works Plan
South Ribble Council	Private Access	Between points MG_PA_31A and MG_PA_31B on Sheet 17

		of the Street Works Plan
Preston City Council	Wallend Road	Between points MGMC_HA_29A and MGMC_HA_29B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_27A and MGMC_PA_27B on Sheet 17 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_30A and MGMC_HA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_31A and MGMC_HA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_32A and MGMC_HA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_33A and MGMC_HA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Liverpool Road	Between points MGMC_HA_34A and MGMC_HA_34B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_24A and MGMC_PA_24B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_25A and MGMC_PA_25B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_26A and MGMC_PA_26B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_28A and MGMC_PA_28B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_29A and MGMC_PA_29B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_30A and MGMC_PA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_31A and

		MGMC_PA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_32A and MGMC_PA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_33A and MGMC_PA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_34A and MGMC_PA_34B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_35A and MGMC_PA_35B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_36A and MGMC_PA_36B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_37A and MGMC_PA_37B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_38A and MGMC_PA_38B on Sheet 18 of the Street Works Plan

SCHEDULE 3B

Article 9

Streets subject to street works – Project B

(1) Area	*(2) Street*	*(3) Extent as shown on the street works plan*
~~Blackpool Borough Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
~~Fylde Council~~	~~Private Access~~	~~Between points MGMC_PA_1A and MGMC_PA_1B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_2A and MGMC_HA_2B on Sheet 1 of the Street Works Plan
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_35A and~~

		~~MGMC_HA_35B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_5A and MGMC_HA_5B on Sheet 2 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_2A and MGMC_PA_2B on Sheet 3 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_3A and MGMC_HA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_3A and MGMC_PA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_4A and MGMC_PA_4B on Sheet 3 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_4A and MGMC_HA_4B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_5A and MGMC_PA_5B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_6A and MGMC_PA_6B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_7A and MGMC_PA_7B on Sheet 3 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_6A and MGMC_HA_6B on Sheet 4 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_7A and MGMC_HA_7B on Sheet 4 of the Street Works Plan
Fylde Council	The Hamlet	Between points MGMC_HA_8A and MGMC_HA_8B on Sheet 4 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_1A and MC_PA_1B on Sheet 5 of the Street Works Plan
Fylde Council	Midgeland Road	Between points MC_HA_1A and MC_HA_1B on Sheet 5 of

		the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_2A and MC_PA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Lytham St Anne's Road	Between points MC_HA_2A and MC_HA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_3A and MC_PA_3B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_8A and MGMC_PA_8B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_9A and MGMC_PA_9B on Sheet 5 of the Street Works Plan
Fylde Council	Queensway	Between points MGMC_HA_9A and MGMC_HA_9B on Sheet 5 of the Street Works Plan
Fylde Council	Lytham St Anne's Road	Between points MGMC_HA_10A and MGMC_HA_10B on Sheet 5 of the Street Works Plan
Fylde Council	Peel Road	Between points MC_HA_3A and MC_HA_3B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MC_HA_4A and MC_HA_4B on Sheet 6 of the Street Works Plan
Fylde Council	Peel Road	Between points MGMC_HA_11A and MGMC_HA_11B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_12A and MGMC_HA_12B on Sheet 6 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_4A and MC_PA_4B on Sheet 7 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_10A and MGMC_PA_10B on Sheet 7 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_13A and MGMC_HA_13B on Sheet 7 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_5A and MC_PA_5B on Sheet 8 of the Street Works Plan
Fylde Council	Peg's Lane	Between points MC_HA_5A

		and MC_HA_5B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MC_HA_6A and MC_HA_6B on Sheet 8 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_11A and MGMC_PA_11B on Sheet 8 of the Street Works Plan
Fylde Council	Peg's Lane	Between points MGMC_HA_14A and MGMC_HA_14B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MGMC_HA_15A and MGMC_HA_15B on Sheet 8 of the Street Works Plan
Fylde Council	Wrea Brook Lane	Between points MC_HA_7A and MC_HA_7B on Sheet 9 of the Street Works Plan
Fylde Council	Cartmell Lane	Between points MGMC_HA_16A and MGMC_HA_16B on Sheet 9 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_6A and MC_PA_6B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_7A and MC_PA_7B on Sheet 10 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MC_HA_8A and MC_HA_8B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_8A and MC_PA_8B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_9A and MC_PA_9B on Sheet 10 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MGMC_HA_17A and MGMC_HA_17B on Sheet 10 of the Street Works Plan
Fylde Council	Hillock Lane	Between points MC_HA_9A and MC_HA_9B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MC_HA_10A and MC_HA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_10A and MC_PA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_11A and MC_PA_11B on Sheet 11 of the Street Works Plan

Fylde Council	Hillock Lane	Between points MGMC_HA_18A and MGMC_HA_18B on Sheet 11 of the Street Works Plan
Fylde Council	Kirkham Road	Between points MGMC_HA_19A and MGMC_HA_19B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MGMC_HA_20A and MGMC_HA_20B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MC_HA_11A and MC_HA_11B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_12A and MGMC_PA_12B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_12A and MC_PA_12B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_13A and MC_PA_13B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_13A and MGMC_PA_13B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_14A and MGMC_PA_14B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_15A and MGMC_PA_15B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_16A and MC_PA_16B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_17A and MC_PA_17B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_18A and MC_PA_18B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_19A and MC_PA_19B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_20A and MC_PA_20B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_21A and MGMC_HA_21B on Sheet 13

		of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_21A and MC_PA_21B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_22A and MC_PA_22B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_22A and MGMC_HA_22B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_16A and MGMC_PA_16B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_17A and MGMC_PA_17B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_23A and MC_PA_23B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_24A and MC_PA_24B on Sheet 14 of the Street Works Plan
Fylde Council	Preston New Road	Between points MC_HA_12A and MC_HA_12B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MC_HA_13A and MC_HA_13B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_23A and MGMC_HA_23B on Sheet 15 of the Street Works Plan
Fylde Council	Lodge Lane	Between points MGMC_HA_24A and MGMC_HA_24B on Sheet 15 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_25A and MC_PA_25B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_25A and MGMC_HA_25B on Sheet 15 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_18A and MGMC_PA_18B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_19A and MGMC_PA_19B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points

		MGMC_PA_20A and MGMC_PA_20B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_21A and MGMC_PA_21B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_22A and MGMC_PA_22B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_23A and MGMC_PA_23B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_26A and MGMC_HA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_26A and MC_PA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_27A and MC_PA_27B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_27A and MGMC_HA_27B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_28A and MC_PA_28B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_28A and MGMC_HA_28B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_27A and MGMC_PA_27B on Sheet 17 of the Street Works Plan
Preston City Council	Wallend Road	Between points MGMC_HA_29A and MGMC_HA_29B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_29A and MC_PA_29B on Sheet 17 of the Street Works Plan
South Ribble Council	Private Access	Between points MC_PA_30A and MC_PA_30B on Sheet 17 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_24A and MGMC_PA_24B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points

		MGMC_PA_25A and MGMC_PA_25B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_26A and MGMC_PA_26B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_28A and MGMC_PA_28B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_29A and MGMC_PA_29B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_30A and MGMC_PA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_30A and MGMC_HA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_31A and MGMC_PA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_31A and MGMC_HA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_32A and MGMC_PA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_32A and MGMC_HA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_33A and MGMC_PA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_33A and MGMC_HA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Liverpool Road	Between points MGMC_HA_34A and MGMC_HA_34B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_34A and MGMC_PA_34B on Sheet 18 of the Street Works Plan

South Ribble Council	Private Access	Between points MGMC_PA_35A and MGMC_PA_35B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_36A and MGMC_PA_36B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_37A and MGMC_PA_37B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_38A and MGMC_PA_38B on Sheet 18 of the Street Works Plan

SCHEDULE 4A

Article 13

Streets to be temporarily closed or restricted – Project A

(1) *Area*	*(2)* *Street to be temporarily closed or restricted*	*(3)* *Extent of temporary closure or restriction*
~~Blackpool Borough Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_2A and MGMC_HA_2B on Sheet 1 of the Street Works Plan
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_35A and MGMC_HA_35B on Sheet 1 of the Street Works Plan~~
~~Fylde Council~~	~~Private Access~~	~~Between points MGMC_PA_1A and MGMC_PA_1B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_5A and MGMC_HA_5B on Sheet 2 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_3A and MGMC_HA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_4A and MGMC_HA_4B on Sheet 3

		of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_2A and MGMC_PA_2B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_3A and MGMC_PA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_4A and MGMC_PA_4B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_5A and MGMC_PA_5B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_6A and MGMC_PA_6B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_7A and MGMC_PA_7B on Sheet 3 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_6A and MGMC_HA_6B on Sheet 4 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_7A and MGMC_HA_7B on Sheet 4 of the Street Works Plan
Fylde Council	The Hamlet	Between points MGMC_HA_8A and MGMC_HA_8B on Sheet 4 of the Street Works Plan
Fylde Council	Midgeland Road	Between points MG_HA_1A and MG_HA_1B on Sheet 5 of the Street Works Plan
Fylde Council	Lytham St Anne's Road	Between points MG_HA_2A and MG_HA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_1A and MG_PA_1B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_2A and MG_PA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_3A and MG_PA_3B on Sheet 5 of the Street Works Plan
Fylde Council	Queensway	Between points MGMC_HA_9A and MGMC_HA_9B on Sheet 5

		of the Street Works Plan
Fylde Council	Lytham St Anne's Road	Between points MGMC_HA_10A and MGMC_HA_10B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_8A and MGMC_PA_8B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_9A and MGMC_PA_9B on Sheet 5 of the Street Works Plan
Fylde Council	Peel Road	Between points MG_HA_3A and MG_HA_3B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MG_HA_4A and MG_HA_4B on Sheet 6 of the Street Works Plan
Fylde Council	Brays Road	Between points MG_HA_5A and MG_HA_5B on Sheet 6 of the Street Works Plan
Fylde Council	Peel Road	Between points MGMC_HA_11A and MGMC_HA_11B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_12A and MGMC_HA_12B on Sheet 6 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_4A and MG_PA_4B on Sheet 7 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_13A and MGMC_HA_13B on Sheet 7 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_10A and MGMC_PA_10B on Sheet 7 of the Street Works Plan
Fylde Council	Peg's Lane	Between points MG_HA_6A and MG_HA_6B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MG_HA_7A and MG_HA_7B on Sheet 8 of the Street Works Plan
Fylde Council	Huck Lane	Between points MG_HA_8A and MG_HA_8B on Sheet 8 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_5A and MG_PA_5B on Sheet 8 of the Street Works Plan
Fylde Council	Peg's Lane	Between points MGMC_HA_14A and

		MGMC_HA_14B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MGMC_HA_15A and MGMC_HA_15B on Sheet 8 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_11A and MGMC_PA_11B on Sheet 8 of the Street Works Plan
Fylde Council	Cartmell Lane	Between points MGMC_HA_16A and MGMC_HA_16B on Sheet 9 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MG_HA_9A and MG_HA_9B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_6A and MG_PA_6B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_7A and MG_PA_7B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_8A and MG_PA_8B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_9A and MG_PA_9B on Sheet 10 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MGMC_HA_17A and MGMC_HA_17B on Sheet 10 of the Street Works Plan
Fylde Council	Hillock Lane	Between points MG_HA_10A and MG_HA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MG_HA_11A and MG_HA_11B on Sheet 11 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_10A and MG_PA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Hillock Lane	Between points MGMC_HA_18A and MGMC_HA_18B on Sheet 11 of the Street Works Plan
Fylde Council	Kirkham Road	Between points MGMC_HA_19A and MGMC_HA_19B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MGMC_HA_20A and MGMC_HA_20B on Sheet 11 of the Street Works Plan
Fylde Council	Kirkham By-Pass	Between points MG_HA_12A

		and MG_HA_12B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_11A and MG_PA_11B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_12A and MG_PA_12B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_13A and MG_PA_13B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_14A and MG_PA_14B on Sheet 12 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_15A and MG_PA_15B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_16A and MG_PA_16B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_17A and MG_PA_17B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_18A and MG_PA_18B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_19A and MG_PA_19B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_20A and MG_PA_20B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_21A and MGMC_HA_21B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_22A and MGMC_HA_22B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_12A and MGMC_PA_12B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_13A and MGMC_PA_13B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_14A and MGMC_PA_14B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_15A and MGMC_PA_15B on Sheet 13

		of the Street Works Plan
Fylde Council	Blackpool Road	Between points MG_HA_13A and MG_HA_13B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_21A and MG_PA_21B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_22A and MG_PA_22B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_23A and MG_PA_23B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_24A and MG_PA_24B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_16A and MGMC_PA_16B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_17A and MGMC_PA_17B on Sheet 14 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MG_HA_14A and MG_HA_14B on Sheet 15 of the Street Works Plan
Fylde Council	Private Access	Between points MG_PA_25A and MG_PA_25B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_23A and MGMC_HA_23B on Sheet 15 of the Street Works Plan
Fylde Council	Lodge Lane	Between points MGMC_HA_24A and MGMC_HA_24B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_25A and MGMC_HA_25B on Sheet 15 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_26A and MG_PA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_27A and MG_PA_27B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_26A and MGMC_HA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_27A and MGMC_HA_27B on Sheet

		16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_28A and MGMC_HA_28B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_18A and MGMC_PA_18B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_19A and MGMC_PA_19B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_20A and MGMC_PA_20B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_21A and MGMC_PA_21B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_22A and MGMC_PA_22B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_23A and MGMC_PA_23B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_28A and MG_PA_28B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_29A and MG_PA_29B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MG_PA_30A and MG_PA_30B on Sheet 17 of the Street Works Plan
South Ribble Council	Private Access	Between points MG_PA_31A and MG_PA_31B on Sheet 17 of the Street Works Plan
Preston City Council	Wallend Road	Between points MGMC_HA_29A and MGMC_HA_29B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_27A and MGMC_PA_27B on Sheet 17 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_30A and MGMC_HA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_31A and

		MGMC_HA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_32A and MGMC_HA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_33A and MGMC_HA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Liverpool Road	Between points MGMC_HA_34A and MGMC_HA_34B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_24A and MGMC_PA_24B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_25A and MGMC_PA_25B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_26A and MGMC_PA_26B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_28A and MGMC_PA_28B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_29A and MGMC_PA_29B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_30A and MGMC_PA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_31A and MGMC_PA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_32A and MGMC_PA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_33A and MGMC_PA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_34A and MGMC_PA_34B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points

		MGMC_PA_35A and MGMC_PA_35B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_36A and MGMC_PA_36B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_37A and MGMC_PA_37B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_38A and MGMC_PA_38B on Sheet 18 of the Street Works Plan

SCHEDULE 4B

Article 13

Streets to be temporarily closed or restricted – Project B

(1) Area	*(2) Street*	*(3) Extent as shown on the street works plan*
~~Blackpool Borough Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_1A and MGMC_HA_1B on Sheet 1 of the Street Works Plan~~
~~Fylde Council~~	~~Private Access~~	~~Between points MGMC_PA_1A and MGMC_PA_1B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_2A and MGMC_HA_2B on Sheet 1 of the Street Works Plan
~~Fylde Council~~	~~Squires Gate Lane~~	~~Between points MGMC_HA_35A and MGMC_HA_35B on Sheet 1 of the Street Works Plan~~
Fylde Council	Clifton Drive North	Between points MGMC_HA_5A and MGMC_HA_5B on Sheet 2 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_2A and MGMC_PA_2B on Sheet 3 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_3A and MGMC_HA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points

		MGMC_PA_3A and MGMC_PA_3B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_4A and MGMC_PA_4B on Sheet 3 of the Street Works Plan
Fylde Council	Clifton Drive North	Between points MGMC_HA_4A and MGMC_HA_4B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_5A and MGMC_PA_5B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_6A and MGMC_PA_6B on Sheet 3 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_7A and MGMC_PA_7B on Sheet 3 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_6A and MGMC_HA_6B on Sheet 4 of the Street Works Plan
Fylde Council	Leach Lane	Between points MGMC_HA_7A and MGMC_HA_7B on Sheet 4 of the Street Works Plan
Fylde Council	The Hamlet	Between points MGMC_HA_8A and MGMC_HA_8B on Sheet 4 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_1A and MC_PA_1B on Sheet 5 of the Street Works Plan
Fylde Council	Midgeland Road	Between points MC_HA_1A and MC_HA_1B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_2A and MC_PA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Lytham St Anne's Road	Between points MC_HA_2A and MC_HA_2B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_3A and MC_PA_3B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_8A and MGMC_PA_8B on Sheet 5 of the Street Works Plan
Fylde Council	Private Access	Between points

		MGMC_PA_9A and MGMC_PA_9B on Sheet 5 of the Street Works Plan
Fylde Council	Queensway	Between points MGMC_HA_9A and MGMC_HA_9B on Sheet 5 of the Street Works Plan
Fylde Council	Lytham St Anne's Road	Between points MGMC_HA_10A and MGMC_HA_10B on Sheet 5 of the Street Works Plan
Fylde Council	Peel Road	Between points MC_HA_3A and MC_HA_3B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MC_HA_4A and MC_HA_4B on Sheet 6 of the Street Works Plan
Fylde Council	Peel Road	Between points MGMC_HA_11A and MGMC_HA_11B on Sheet 6 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_12A and MGMC_HA_12B on Sheet 6 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_4A and MC_PA_4B on Sheet 7 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_10A and MGMC_PA_10B on Sheet 7 of the Street Works Plan
Fylde Council	Ballam Road	Between points MGMC_HA_13A and MGMC_HA_13B on Sheet 7 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_5A and MC_PA_5B on Sheet 8 of the Street Works Plan
Fylde Council	Peg's Lane	Between points MC_HA_5A and MC_HA_5B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MC_HA_6A and MC_HA_6B on Sheet 8 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_11A and MGMC_PA_11B on Sheet 8 of the Street Works Plan
Fylde Council	Peg's Lane	Between points MGMC_HA_14A and MGMC_HA_14B on Sheet 8 of the Street Works Plan
Fylde Council	Saltcotes Road	Between points MGMC_HA_15A and

		MGMC_HA_15B on Sheet 8 of the Street Works Plan
Fylde Council	Wrea Brook Lane	Between points MC_HA_7A and MC_HA_7B on Sheet 9 of the Street Works Plan
Fylde Council	Cartmell Lane	Between points MGMC_HA_16A and MGMC_HA_16B on Sheet 9 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_6A and MC_PA_6B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_7A and MC_PA_7B on Sheet 10 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MC_HA_8A and MC_HA_8B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_8A and MC_PA_8B on Sheet 10 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_9A and MC_PA_9B on Sheet 10 of the Street Works Plan
Fylde Council	Bryning Lane	Between points MGMC_HA_17A and MGMC_HA_17B on Sheet 10 of the Street Works Plan
Fylde Council	Hillock Lane	Between points MC_HA_9A and MC_HA_9B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MC_HA_10A and MC_HA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_10A and MC_PA_10B on Sheet 11 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_11A and MC_PA_11B on Sheet 11 of the Street Works Plan
Fylde Council	Hillock Lane	Between points MGMC_HA_18A and MGMC_HA_18B on Sheet 11 of the Street Works Plan
Fylde Council	Kirkham Road	Between points MGMC_HA_19A and MGMC_HA_19B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MGMC_HA_20A and MGMC_HA_20B on Sheet 11 of the Street Works Plan
Fylde Council	Lower Lane	Between points MC_HA_11A and MC_HA_11B on Sheet 13 of the Street Works Plan

Fylde Council	Private Access	Between points MGMC_PA_12A and MGMC_PA_12B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_12A and MC_PA_12B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_13A and MC_PA_13B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_13A and MGMC_PA_13B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_14A and MGMC_PA_14B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_15A and MGMC_PA_15B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_16A and MC_PA_16B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_17A and MC_PA_17B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_18A and MC_PA_18B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_19A and MC_PA_19B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_20A and MC_PA_20B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_21A and MGMC_HA_21B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_21A and MC_PA_21B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_22A and MC_PA_22B on Sheet 13 of the Street Works Plan
Fylde Council	Preston New Road	Between points MGMC_HA_22A and MGMC_HA_22B on Sheet 13 of the Street Works Plan
Fylde Council	Private Access	Between points MGMC_PA_16A and MGMC_PA_16B on Sheet 14 of the Street Works Plan

Fylde Council	Private Access	Between points MGMC_PA_17A and MGMC_PA_17B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_23A and MC_PA_23B on Sheet 14 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_24A and MC_PA_24B on Sheet 14 of the Street Works Plan
Fylde Council	Preston New Road	Between points MC_HA_12A and MC_HA_12B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MC_HA_13A and MC_HA_13B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_23A and MGMC_HA_23B on Sheet 15 of the Street Works Plan
Fylde Council	Lodge Lane	Between points MGMC_HA_24A and MGMC_HA_24B on Sheet 15 of the Street Works Plan
Fylde Council	Private Access	Between points MC_PA_25A and MC_PA_25B on Sheet 15 of the Street Works Plan
Fylde Council	Blackpool Road	Between points MGMC_HA_25A and MGMC_HA_25B on Sheet 15 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_18A and MGMC_PA_18B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_19A and MGMC_PA_19B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_20A and MGMC_PA_20B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_21A and MGMC_PA_21B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_22A and MGMC_PA_22B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_23A and MGMC_PA_23B on Sheet 16 of the Street Works Plan

Preston City Council	Blackpool Road	Between points MGMC_HA_26A and MGMC_HA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_26A and MC_PA_26B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_27A and MC_PA_27B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_27A and MGMC_HA_27B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_28A and MC_PA_28B on Sheet 16 of the Street Works Plan
Preston City Council	Blackpool Road	Between points MGMC_HA_28A and MGMC_HA_28B on Sheet 16 of the Street Works Plan
Preston City Council	Private Access	Between points MGMC_PA_27A and MGMC_PA_27B on Sheet 17 of the Street Works Plan
Preston City Council	Wallend Road	Between points MGMC_HA_29A and MGMC_HA_29B on Sheet 17 of the Street Works Plan
Preston City Council	Private Access	Between points MC_PA_29A and MC_PA_29B on Sheet 17 of the Street Works Plan
South Ribble Council	Private Access	Between points MC_PA_30A and MC_PA_30B on Sheet 17 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_24A and MGMC_PA_24B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_25A and MGMC_PA_25B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_26A and MGMC_PA_26B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_28A and MGMC_PA_28B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_29A and MGMC_PA_29B on Sheet 18 of the Street Works Plan

South Ribble Council	Private Access	Between points MGMC_PA_30A and MGMC_PA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_30A and MGMC_HA_30B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_31A and MGMC_PA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_31A and MGMC_HA_31B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_32A and MGMC_PA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_32A and MGMC_HA_32B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_33A and MGMC_PA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Howick Cross Lane	Between points MGMC_HA_33A and MGMC_HA_33B on Sheet 18 of the Street Works Plan
South Ribble Council	Liverpool Road	Between points MGMC_HA_34A and MGMC_HA_34B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_34A and MGMC_PA_34B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_35A and MGMC_PA_35B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_36A and MGMC_PA_36B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_37A and MGMC_PA_37B on Sheet 18 of the Street Works Plan
South Ribble Council	Private Access	Between points MGMC_PA_38A and MGMC_PA_38B on Sheet 18 of the Street Works Plan

SCHEDULE 5A

Article 12

Public rights of way to be temporarily closed, altered or ~~restricted~~diverted – Project A

(1) *Area*	*(2)* *Public right of way to be temporarily closed, altered or ~~restricted~~ diverted*	*(3)* *Extent of temporary closure or restriction*
~~Fylde Council~~	~~National Cycle Route 62~~	~~Between point MGMC_NCN_01A and point MGMC_NCN_01B on Sheet 1 of the Public Rights of Way Plan~~
~~Fylde Council~~	~~Lancashire Coastal Way~~	~~Between point MGMC_LCW_01A and point MGMC_LCW_01B on Sheet 1 of the Public Rights of Way Plan~~
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_02A and point MGMC_NCN_02B on Sheet 1 of the Public Rights of Way Plan
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_05A and point MGMC_NCN_05B on Sheet 2 of the Public Rights of Way Plan
Fylde Council	Lancashire Coastal Way	Between point MGMC_LCW_02A and point MGMC_LCW_02B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_03A and point MGMC_NCN_03B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_04A and point MGMC_NCN_04B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	Lancashire Coastal Way	Between point MGMC_LCW_03A and point MGMC_LCW_03B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	Footpath 5-2-FP 8	Between point MGMC_01A and point MGMC_01B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	Footpath 5-2-FP 8	Between point MGMC_02A and point MGMC_02B on Sheet 3 of the Public Rights

		of Way Plan
Fylde Council	Bridleway 5-2-BW 11	Between point MGMC_03A and point MGMC_03B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-2-BW 13	Between point MG_01A and point MG_01B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-2-BW 12	Between point MGMC_04A and point MGMC_04B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-2-BW 12	Between point MG_02A and point MG_02B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-2-BW 16	Between point MG_03A and point MG_03B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-3-BW 12	Between point MG_04A and point MG_04B on Sheet 8 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-3-BW 12	Between point MGMC_05A and point MGMC_05B on Sheet 8 of the Public Rights of Way Plan
Fylde Council	Footpath 5-3-FP 2	Between point MG_05A and point MG_05B on Sheet 10 of the Public Rights of Way Plan
Fylde Council	Footpath 5-3-FP 4	Between point MG_06A and point MG_06B on Sheet 10 of the Public Rights of Way Plan
Fylde Council	Footpath 5-3-FP 5	Between point MG_07A and point MG_07B on Sheet 11 of the Public Rights of Way Plan
Fylde Council	National Cycle Route	Between point MG_NCN_01A and point MGMC_NCN_01B on Sheet 11 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-5-BW 16	Between point MG_08A and point MG_08B on Sheet 12 of the Public Rights of Way Plan
Fylde	Bridleway 5-5-BW 16	Between point MG_14A and point MG_14B on Sheet 12 of the Public Rights of Way Plan
Fylde	Bridleway 5-5-BW 16	Between point MG_15A and point MG_15B on Sheet 12 of the Public Rights of Way Plan
Fylde Council	Footpath 5-5-FP 3	Between point MG_09A and point MG_09B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Footpath 5-5-FP 2	Between point MGMC_06A and point MGMC_06B on Sheet 13 of the Public Rights of Way Plan

Fylde Council	Footpath 5-9-FP 5	Between point MG_10A and point MG_10B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-9-BW 12	Between point MG_11A and point MG_11B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-9-BW 12	Between point MGMC_07A and point MGMC_07B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Footpath 5-9-FP 7	Between point MG_12A and point MG_12B on Sheet 14 of the Public Rights of Way Plan
Fylde Council	Footpath 5-9-FP 8	Between point MGMC_08A and point MGMC_08B on Sheet 14 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MG_KC_01_A and point MG_KC_01_B on Sheet 15 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MG_KC_02_A and point MG_KC_02_B on Sheet 15 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_01_A and point MGMC_KC_01_B on Sheet 15 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MG_KC_03_A and point MG_KC_03_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_02_A and point MGMC_KC_02_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_03_A and point MGMC_KC_03_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_04_A and point MGMC_KC_04_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	National Cycle Route 622	Between point MGMC_NCN_06A and point MGMC_NCN_06B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	Footpath 6-8-FP 21	Between point MGMC_09A and point MGMC_09B on

		Sheet 16 of the Public Rights of Way Plan
Preston City Council	Footpath 6-8-FP 21	Between point MGMC_10A and point MGMC_10B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_05_A and point MGMC_KC_04_B on Sheet 17 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_05_A and point MGMC_KC_04_B on Sheet 17 of the Public Rights of Way Plan
South Ribble Council	Footpath (Ribble Way) 7-9-FP 5	Between point MG_13A and point MG_13B on Sheet 17 of the Public Rights of Way Plan
South Ribble Council	Footpath 7-9-FP 10	Between point MGMC_14A and point MGMC_14B on Sheet 18 of the Public Rights of Way Plan
South Ribble Council	Footpath 7-9-FP 7	Between point MGMC_11A and point MGMC_11B on Sheet 18 of the Public Rights of Way Plan
South Ribble Council	Footpath	Between point MGMC_12A and point MGMC_12B on Sheet 18 of the Public Rights of Way Plan
South Ribble Council	Footpath 7-9-FP 11	Between point MGMC_13A and point MGMC_13B on Sheet 18 of the Public Rights of Way Plan
South Ribble	Footpath (Ribble Way) 7-9-FP 5	Between point MGMC_15A and point MGMC_15B on Sheet 18 of the Public Rights of Way Plan
South Ribble	Footpath 7-9-FP 7	Between point MGMC_16A and point MGMC_16B on Sheet 18 of the Public Rights of Way Plan

SCHEDULE 5B

Article 12

Public rights of way to be temporarily closed, altered or ~~restricted~~diverted – Project B

(1) Area	*(2) Public right of way to be closed, altered or ~~restricted~~diverted*	*(3) Extent of temporary closure or restriction*
~~Fylde Council~~	~~National Cycle Route 62~~	~~Between point MGMC_NCN_01A and point MGMC_NCN_01B on Sheet 1~~

		~~of the Public Rights of Way Plan~~
~~Fylde Council~~	~~Lancashire Coastal Way~~	~~Between point MGMC_LCW_01A and point MGMC_LCW_01B on Sheet 1 of the Public Rights of Way Plan~~
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_02A and point MGMC_NCN_02B on Sheet 1 of the Public Rights of Way Plan
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_05A and point MGMC_NCN_05B on Sheet 2 of the Public Rights of Way Plan
Fylde Council	Lancashire Coastal Way	Between point MGMC_LCW_02A and point MGMC_LCW_02B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_03A and point MGMC_NCN_03B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	National Cycle Route 62	Between point MGMC_NCN_04A and point MGMC_NCN_04B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	Lancashire Coastal Way	Between point MGMC_LCW_03A and point MGMC_LCW_03B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	Footpath 5-2-FP 8	Between point MGMC_01A and point MGMC_01B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	Footpath 5-2-FP 8	Between point MGMC_02A and point MGMC_02B on Sheet 3 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-2-BW 11	Between point MGMC_03A and point MGMC_03B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-2-BW 12	Between point MGMC_04A and point MGMC_04B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-2-BW 12	Between point MC_01A and point MGMC_01B on Sheet 5 of the Public Rights of Way

		Plan
Fylde Council	Bridleway 5-2-BW 13	Between point MC_02A and point MGMC_02B on Sheet 5 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-3-BW 12	Between point MGMC_05A and point MGMC_05B on Sheet 8 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-3-BW 12	Between point MC_03A and point MGMC_03B on Sheet 8 of the Public Rights of Way Plan
Fylde Council	Footpath 5-3-FP 2	Between point MC_04A and point MGMC_04B on Sheet 10 of the Public Rights of Way Plan
Fylde Council	Footpath 5-3-FP 2	Between point MC_05A and point MGMC_05B on Sheet 10 of the Public Rights of Way Plan
Fylde Council	Footpath 5-3-FP 4	Between point MC_06A and point MGMC_06B on Sheet 10 of the Public Rights of Way Plan
Fylde Council	Footpath 5-3-FP 5	Between point MC_07A and point MGMC_07B on Sheet 11 of the Public Rights of Way Plan
Fylde Council	National Cycle Route	Between point MC_NCN_01A and point MGMC_NCN_01B on Sheet 11 of the Public Rights of Way Plan
Fylde Council	Footpath 5-5-FP 3	Between point MC_08A and point MGMC_08B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Footpath 5-5-FP 4	Between point MC_09A and point MGMC_09B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Footpath 5-5-FP 2	Between point MGMC_06A and point MGMC_06B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Footpath 5-5-FP 2	Between point MC_10A and point MGMC_10B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Footpath 5-9-FP 5	Between point MC_11A and point MGMC_11B on Sheet 13 of the Public Rights of Way Plan
Fylde Council	Bridleway 5-9-BW 12	Between point MGMC_07A and point MGMC_07B on

		Sheet 13 of the Public Rights of Way Plan
Fylde Council	Footpath 5-9-FP 7	Between point MC_12A and point MGMC_12B on Sheet 14 of the Public Rights of Way Plan
Fylde Council	Footpath 5-9-FP 8	Between point MGMC_08A and point MGMC_08B on Sheet 14 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MC_KC_01_A and point MC_KC_01_B on Sheet 15 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MC_KC_02_A and point MC_KC_02_B on Sheet 15 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_01_A and point MGMC_KC_01_B on Sheet 15 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MC_KC_03_A and point MC_KC_03_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_02_A and point MGMC_KC_02_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_03_A and point MGMC_KC_03_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_04_A and point MGMC_KC_04_B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	National Cycle Route	Between point MGMC_NCN_06A and point MGMC_NCN_06B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	Footpath 6-8-FP 21	Between point MGMC_09A and point MGMC_09B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	Footpath 6-8-FP 21	Between point MGMC_10A and point MGMC_10B on Sheet 16 of the Public Rights of Way Plan
Preston City Council	King Charles III England	Between point

	Coast Path	MGMC_KC_05_A and point MGMC_KC_04_B on Sheet 17 of the Public Rights of Way Plan
Preston City Council	King Charles III England Coast Path	Between point MGMC_KC_05_A and point MGMC_KC_04_B on Sheet 17 of the Public Rights of Way Plan
South Ribble Council	Footpath (Ribble Way) 7-9-FP 5	Between point MC_13A and point MGMC_13B on Sheet 17 of the Public Rights of Way Plan
South Ribble	Footpath (Ribble Way) 7-9-FP 5	Between point MGMC_15A and point MGMC_15B on Sheet 18 of the Public Rights of Way Plan
South Ribble	Footpath 7-9-FP 7	Between point MGMC_16A and point MGMC_16B on Sheet 18 of the Public Rights of Way Plan
South Ribble Council	Footpath 7-9-FP 10	Between point MGMC_14A and point MGMC_14B on Sheet 18 of the Public Rights of Way Plan
South Ribble Council	Footpath 7-9-FP 7	Between point MGMC_11A and point MGMC_11B on Sheet 18 of the Public Rights of Way Plan
South Ribble Council	Footpath	Between point MGMC_12A and point MGMC_12B on Sheet 18 of the Public Rights of Way Plan
South Ribble Council	Footpath 7-9-FP 11	Between point MGMC_13A and point MGMC_13B on Sheet 18 of the Public Rights of Way Plan

SCHEDULE 6A

Article 14

Access to works – Project A

(1) Area	*(2) Location of Access*	*(3) Description of access*
Fylde Council	Starr Gate (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_1 on Sheet 1 of the Access to Works Plan
Fylde Council	Starr Gate (A584)	Vehicular access in the vicinity of marked point OAR_MGMC_1 on Sheet 1 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_2 on Sheet 1 of the Access to Works Plan

Fylde Council	Squires Gate Lane (A5230)	Vehicular access in the vicinity of marked point OAR_MGMC_3 on Sheet 1 of the Access to Works Plan
Fylde Council	North Beach Car Park	Pedestrian access in the vicinity of marked point TAT_FT_MGMC_1 on Sheet 2 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_4 on Sheet 2 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_3 on Sheet 3 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point OAR_MGMC_2 on Sheet 3 of the Access to Works Plan
Fylde Council	St Anne's Old Links Golf Club Car Park	Pedestrian access in the vicinity of marked point TAT_FT_MGMC_2 on Sheet 3 of the Access to Works Plan
Fylde Council	Blackpool Road North	Vehicular access in the vicinity of marked point TAT_MGMC_5 on Sheet 4 of the Access to Works Plan
Fylde Council	Blackpool Road North	Vehicular access in the vicinity of marked point OAR_MGMC_4 on Sheet 4 of the Access to Works Plan
Fylde Council	Leach Lane	Vehicular access in the vicinity of marked point TAT_MGMC_6 on Sheet 4 of the Access to Works Plan
Fylde Council	Leach Lane	Vehicular access in the vicinity of marked point OAR_MGMC_5 on Sheet 4 of the Access to Works Plan
Fylde Council	The Hamlet	Vehicular access in the vicinity of marked point TAT_MGMC_63 on Sheet 4 of the Access to Works Plan
Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point TAT_MGMC_7 on Sheet 5 of the Access to Works Plan
Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point OAR_MGMC_6 on Sheet 5 of the Access to Works Plan
Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point TAT_MGMC_8 on Sheet 5 of the Access to Works Plan

Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point OAR_MGMC_7 on Sheet 5 of the Access to Works Plan
Fylde Council	~~Lytham St Annes Way (B5410)~~Midgeland Road	Vehicular access in the vicinity of marked point OAR_MGMC_8 on Sheet 5 of the Access to Works Plan
Fylde Council	~~Lytham St Annes Way (B5410)~~Midgeland Road	Vehicular access in the vicinity of marked point OAR_MGMC_9 on Sheet 5 of the Access to Works Plan
Fylde Council	Lytham St Annes Way (B5410)	Vehicular access in the vicinity of marked point TAT_MGMC_9 on Sheet 5 of the Access to Works Plan
Fylde Council	Lytham St Annes Way (B5410)	Vehicular access in the vicinity of marked point OAR_MGMC_10 on Sheet 5 of the Access to Works Plan
Fylde Council	Peel Road	Vehicular access in the vicinity of marked point OAR_MGMC_12 on Sheet 6 of the Access to Works Plan
Fylde Council	Peel Road	Vehicular access in the vicinity of marked point TAT_MG_10 on Sheet 6 of the Access to Works Plan
Fylde Council	Peel Road	Vehicular access in the vicinity of marked point TAT_MG_11 on Sheet 6 of the Access to Works Plan
Fylde Council	Peel Road	Vehicular access in the vicinity of marked point OAR_MGMC_13 on Sheet 6 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MG_17 on Sheet 6 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MG_18 on Sheet 6 of the Access to Works Plan
Fylde Council	Brays Road	Vehicular access in the vicinity of marked point TAT_MG_20 on Sheet 6 of the Access to Works Plan
Fylde Council	West Moss Lane	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_1 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_MGMC_14 on Sheet 7

		of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_MGMC_15 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_1 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_2 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MGMC_16 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_MGMC_16 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MGMC_19 on Sheet 7 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_17 on Sheet 7 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_18 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_19 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_20 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point TAT_MG_23 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point TAT_MG_24 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_21 on Sheet 8 of the Access to Works Plan

Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point TAT_MG_25 on Sheet 8 of the Access to Works Plan
Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point TAT_MG_26 on Sheet 8 of the Access to Works Plan
Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point OAR_MGMC_22 on Sheet 8 of the Access to Works Plan
Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point OAR_MGMC_23 on Sheet 8 of the Access to Works Plan
Fylde Council	Cartmell Lane	Vehicular access in the vicinity of marked point OAR_MGMC_24 on Sheet 8 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point TAT_MG_29 on Sheet 8 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point TAT_MG_30 on Sheet 8 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point OAR_MGMC_25 on Sheet 8 of the Access to Works Plan
Fylde Council	Cartmell Lane	Vehicular access in the vicinity of marked point TAT_MGMC_33 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point TAT_MG_34 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point TAT_MG_35 on Sheet 9 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point OAR_MGMC_26 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point OAR_MGMC_27 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point OAR_MGMC_28 on Sheet 9 of the Access to Works Plan

Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point OAR_MGMC_29 on Sheet 10 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point OAR_MGMC_30 on Sheet 10 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point TAT_MG_40 on Sheet 11 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point TAT_MG_41 on Sheet 11 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point OAR_MGMC_31 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point OAR_MGMC_32 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point TAT_MGMC_42 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point TAT_MGMC_43 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point OAR_MGMC_33 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point OAR_MGMC_34 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point TAT_MG_44 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point TAT_MG_45 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_MGMC_36 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point TAT_ECO_MG_3 on Sheet 12 of the Access to Works

		Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_ECO_MG_4 on Sheet 12 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_MG_35 on Sheet 12 of the Access to Works Plan
Fylde Council	Kirkham bypass (A583)	Vehicular access in the vicinity of marked point OAR_LSS_MG_1 on Sheet 12 of the Access to Works Plan
Fylde Council	Kirkham bypass (A583)	Vehicular access in the vicinity of marked point LSS_MG_01 on Sheet 12 of the Access to Works Plan
Fylde Council	Preston New Road (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_48 on Sheet 13 of the Access to Works Plan
Fylde Council	Preston New Road (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_49 on Sheet 13 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_MGMC_37 on Sheet 13 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_MGMC_38 on Sheet 13 of the Access to Works Plan
Fylde Council	Grange Lane	Vehicular access in the vicinity of marked point OAR_MGMC_39 on Sheet 13 of the Access to Works Plan
Fylde Council	Thames Street	Vehicular access in the vicinity of marked point OAR_MGMC_40 on Sheet 13 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_4 on Sheet 14 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_5 on Sheet 14 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_41 on Sheet 14 of the Access to Works Plan

Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MG_50 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_5 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_42 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_6 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_52 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_53 on Sheet 15 of the Access to Works Plan
Fylde Council	Lodge Lane	Vehicular access in the vicinity of marked point OAR_MGMC_43 on Sheet 15 of the Access to Works Plan
Fylde Council	Lodge Lane	Vehicular access in the vicinity of marked point TAT_MGMC_55 on Sheet 15 of the Access to Works Plan
Fylde Council	Lodge Lane	Vehicular access in the vicinity of marked point OAR_MGMC_44 on Sheet 15 of the Access to Works Plan
Fylde Council	Lytham Road	Vehicular access in the vicinity of marked point OAR_MGMC_45 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_56 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_46 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_47 on Sheet 15 of the Access to Works Plan
Preston Council	Blackpool Road	Vehicular access in the vicinity of marked point

		OAR_ECO_MGMC_7 on Sheet 16 of the Access to Works Plan
Preston Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_57 on Sheet 16 of the Access to Works Plan
Preston Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_6 on Sheet 16 of the Access to Works Plan
Preston Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_48 on Sheet 16 of the Access to Works Plan
Preston Council	Riversway (A582)	Vehicular access in the vicinity of marked point OAR_MGMC_49 on Sheet 16 of the Access to Works Plan
Preston Council	Wallend Road	Vehicular access in the vicinity of marked point TAT_MGMC_58 on Sheet 17 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_50 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_51 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point TAT_MGMC_59 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point TAT_MGMC_60 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_52 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point TAT_MGMC_61 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_53 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_54 on Sheet 18 of the Access to Works Plan

South Ribble Council	Liverpool Road	Vehicular access in the vicinity of marked point TAT_MGMC_62 on Sheet 18 of the Access to Works Plan

SCHEDULE 6B

Article 14

Access to works – Project B

(1) Area	*(2) Location of Access*	*(3) Description of Access*
Fylde Council	Starr Gate (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_1 on Sheet 1 of the Access to Works Plan
Fylde Council	Starr Gate (A584)	Vehicular access in the vicinity of marked point OAR_MGMC_1 on Sheet 1 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_2 on Sheet 1 of the Access to Works Plan
Fylde Council	Squires Gate Lane (A5230)	Vehicular access in the vicinity of marked point OAR_MGMC_3 on Sheet 1 of the Access to Works Plan
Fylde Council	North Beach Car Park	Pedestrian access in the vicinity of marked point TAT_FT_MGMC_1 on Sheet 2 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_4 on Sheet 2 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_3 on Sheet 3 of the Access to Works Plan
Fylde Council	Clifton Drive North (A584)	Vehicular access in the vicinity of marked point OAR_MGMC_2 on Sheet 3 of the Access to Works Plan
Fylde Council	St Anne's Old Links Golf Club Car Park	Pedestrian access in the vicinity of marked point TAT_FT_MGMC_2 on Sheet 3 of the Access to Works Plan
Fylde Council	Blackpool Road North	Vehicular access in the vicinity of marked point TAT_MGMC_5 on Sheet 4 of the Access to Works Plan
Fylde Council	Blackpool Road North	Vehicular access in the vicinity of marked point OAR_MGMC_4 on Sheet 4 of the Access to Works Plan
Fylde Council	Leach Lane	Vehicular access in the

		vicinity of marked point TAT_MGMC_6 on Sheet 4 of the Access to Works Plan
Fylde Council	Leach Lane	Vehicular access in the vicinity of marked point OAR_MGMC_5 on Sheet 4 of the Access to Works Plan
Fylde Council	The Hamlet	Vehicular access in the vicinity of marked point TAT_MGMC_63 on Sheet 4 of the Access to Works Plan
Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point TAT_MGMC_7 on Sheet 5 of the Access to Works Plan
Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point OAR_MGMC_6 on Sheet 5 of the Access to Works Plan
Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point TAT_MGMC_8 on Sheet 5 of the Access to Works Plan
Fylde Council	Queensway (B5261)	Vehicular access in the vicinity of marked point OAR_MGMC_7 on Sheet 5 of the Access to Works Plan
Fylde Council	~~Lytham St Annes Way (B5410)~~Midgeland Road	Vehicular access in the vicinity of marked point OAR_MGMC_8 on Sheet 5 of the Access to Works Plan
Fylde Council	~~Lytham St Annes Way (B5410)~~Midgeland Road	Vehicular access in the vicinity of marked point OAR_MGMC_9 on Sheet 5 of the Access to Works Plan
Fylde Council	Lytham St Annes Way (B5410)	Vehicular access in the vicinity of marked point TAT_MGMC_9 on Sheet 5 of the Access to Works Plan
Fylde Council	Lytham St Annes Way (B5410)	Vehicular access in the vicinity of marked point OAR_MGMC_10 on Sheet 5 of the Access to Works Plan
Fylde Council	Peel Road	Vehicular access in the vicinity of marked point OAR_MGMC_12 on Sheet 6 of the Access to Works Plan
Fylde Council	Peel Road	Vehicular access in the vicinity of marked point TAT_MC_12 on Sheet 6 of the Access to Works Plan
Fylde Council	Peel Road	Vehicular access in the vicinity of marked point TAT_MC_13 on Sheet 6 of the Access to Works Plan

Fylde Council	Peel Road	Vehicular access in the vicinity of marked point OAR_MGMC_13 on Sheet 6 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MC_14 on Sheet 6 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MC_15 on Sheet 6 of the Access to Works Plan
Fylde Council	West Moss Lane	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_1 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_MGMC_14 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_MGMC_15 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_1 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_2 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MGMC_16 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point OAR_MGMC_16 on Sheet 7 of the Access to Works Plan
Fylde Council	Ballam Road	Vehicular access in the vicinity of marked point TAT_MGMC_19 on Sheet 7 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_17 on Sheet 7 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point TAT_MC_21 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the

		vicinity of marked point TAT_MC_22 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_18 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_19 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_20 on Sheet 8 of the Access to Works Plan
Fylde Council	Peg's Lane	Vehicular access in the vicinity of marked point OAR_MGMC_21 on Sheet 8 of the Access to Works Plan
Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point TAT_MC_27 on Sheet 8 of the Access to Works Plan
Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point TAT_MC_28 on Sheet 8 of the Access to Works Plan
Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point OAR_MGMC_22 on Sheet 8 of the Access to Works Plan
Fylde Council	Saltcotes Road (B5259)	Vehicular access in the vicinity of marked point OAR_MGMC_23 on Sheet 8 of the Access to Works Plan
Fylde Council	Cartmell Lane	Vehicular access in the vicinity of marked point OAR_MGMC_24 on Sheet 8 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point TAT_MC_31 on Sheet 8 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point OAR_MGMC_25 on Sheet 8 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point TAT_MC_32 on Sheet 8 of the Access to Works Plan
Fylde Council	Cartmell Lane	Vehicular access in the vicinity of marked point OAR_ECO_MC_3 on Sheet 9 of the Access to Works Plan

Fylde Council	Cartmell Lane	Vehicular access in the vicinity of marked point TAT_ECO_MC_2 on Sheet 9 of the Access to Works Plan
Fylde Council	Cartmell Lane	Vehicular access in the vicinity of marked point TAT_MGMC_33 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point TAT_MC_36 on Sheet 9 of the Access to Works Plan
Fylde Council	Huck Lane	Vehicular access in the vicinity of marked point OAR_MGMC_26 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point TAT_MC_37 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point OAR_MGMC_27 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point OAR_MGMC_28 on Sheet 9 of the Access to Works Plan
Fylde Council	Bryning Lane	Vehicular access in the vicinity of marked point OAR_MGMC_29 on Sheet 10 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point OAR_MGMC_30 on Sheet 10 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point TAT_MC_38 on Sheet 11 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point TAT_MC_39 on Sheet 11 of the Access to Works Plan
Fylde Council	Hillock Lane	Vehicular access in the vicinity of marked point OAR_MGMC_31 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point OAR_MGMC_32 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point TAT_MGMC_42 on Sheet 11 of the Access to Works Plan

Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point TAT_MGMC_43 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point OAR_MGMC_33 on Sheet 11 of the Access to Works Plan
Fylde Council	Kirkham Road	Vehicular access in the vicinity of marked point OAR_MGMC_34 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point TAT_MC_46 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point TAT_MC_47 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_MGMC_36 on Sheet 11 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point LSS_MC_02 on Sheet 13 of the Access to Works Plan
Fylde Council	Preston New Road (A584)	Vehicular access in the vicinity of marked point TAT_LSS_MC_03 on Sheet 13 of the Access to Works Plan
Fylde Council	Preston New Road (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_48 on Sheet 13 of the Access to Works Plan
Fylde Council	Preston New Road (A584)	Vehicular access in the vicinity of marked point TAT_MGMC_49 on Sheet 13 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_MGMC_37 on Sheet 14 of the Access to Works Plan
Fylde Council	Lower Lane	Vehicular access in the vicinity of marked point OAR_MGMC_38 on Sheet 14 of the Access to Works Plan
Fylde Council	Preston New Road (A584)	Vehicular access in the vicinity of marked point OAR_LSS_MC_2 on Sheet 14 of the Access to Works Plan
Fylde Council	Grange Lane	Vehicular access in the vicinity of marked point OAR_MGMC_39 on Sheet 14

		of the Access to Works Plan
Fylde Council	Thames Street	Vehicular access in the vicinity of marked point OAR_MGMC_40 on Sheet 14 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_4 on Sheet 14 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_5 on Sheet 14 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_41 on Sheet 14 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_5 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_42 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_6 on Sheet 15 of the Access to Works Plan
Fylde Council	Preston New Road (A584)	Vehicular access in the vicinity of marked point TAT_MC_51 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_52 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_53 on Sheet 15 of the Access to Works Plan
Fylde Council	Lodge Lane	Vehicular access in the vicinity of marked point OAR_MGMC_43 on Sheet 15 of the Access to Works Plan
Fylde Council	Lodge Lane	Vehicular access in the vicinity of marked point TAT_MGMC_55 on Sheet 15 of the Access to Works Plan
Fylde Council	Lodge Lane	Vehicular access in the vicinity of marked point OAR_MGMC_44 on Sheet 15

		of the Access to Works Plan
Fylde Council	Lytham Road	Vehicular access in the vicinity of marked point OAR_MGMC_45 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_56 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_46 on Sheet 15 of the Access to Works Plan
Fylde Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_47 on Sheet 15 of the Access to Works Plan
Preston Council	Blackpool Road	Vehicular access in the vicinity of marked point OAR_ECO_MGMC_7 on Sheet 16 of the Access to Works Plan
Preston Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_MGMC_57 on Sheet 16 of the Access to Works Plan
Preston Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point TAT_ECO_MGMC_6 on Sheet 16 of the Access to Works Plan
Preston Council	Blackpool Road (A583)	Vehicular access in the vicinity of marked point OAR_MGMC_48 on Sheet 16 of the Access to Works Plan
Preston Council	Riversway (A582)	Vehicular access in the vicinity of marked point OAR_MGMC_49 on Sheet 16 of the Access to Works Plan
Preston Council	Wallend Road	Vehicular access in the vicinity of marked point TAT_MGMC_58 on Sheet 17 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_50 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_51 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point TAT_MGMC_59 on Sheet 18 of the Access to Works Plan

South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point TAT_MGMC_60 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_52 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point TAT_MGMC_61 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_53 on Sheet 18 of the Access to Works Plan
South Ribble Council	Howick Cross Lane	Vehicular access in the vicinity of marked point OAR_MGMC_54 on Sheet 18 of the Access to Works Plan
South Ribble Council	Liverpool Road	Vehicular access in the vicinity of marked point TAT_MGMC_62 on Sheet 18 of the Access to Works Plan

SCHEDULE 7A

Article 29

Land of which only temporary possession may be taken – Project A

(1) Plot reference number shown on land plans	*(2) Purpose for which temporary possession may be taken*	*(3) Relevant part of authorised project*
01-001, 02-001, 02-004, 02-005	Temporary use as a construction working area, for cable installation vessel anchoring and for access to facilitate construction of Project A offshore works and Project A landfall works	*Work Nos. 1A, 2A, 3A and 4A*
01-012	Temporary use to improve visibility splays and junctions and access to St Annes beach to facilitate construction of Project A landfall works	Work Nos. 3A, 4A, 5A, 6A and 7A
01-017, 01-018, 01-019	Pedestrian access to St Annes beach to facilitate construction of Project A landfall works	Work Nos. 4A, 5A, 6A, 7A, 19A and 42A
01-020, 01-021, 01-022	Temporary use as a construction working area including welfare facilities, parking and access to facilitate construction of Project A landfall works	Works Nos. 4A, 5A, 6A, 7A and 19A, 42A

02-016, 02-017	Temporary use as a construction working area including construction compounds, access, works to the public highway and visibility splays to facilitate construction of Project A landfall works	Works Nos. 4A, 5A, 6A, 7A, 8A, 18A and 19A
02-002, 02-003, 02-006, 02-007, 02-008, 02-009, 02-010, 02-011, 02-012	Access to St Annes beach ~~including works to the public highway and visibility splays~~ to facilitate construction of Project A landfall works	Work Nos. 3A, 4A, 5A, 6A, 7A and 19A
02-029, 02-030, 02-031, 02-032	Temporary emergency access to Blackpool Airport to facilitate construction of the Project A landfall works and Project A Blackpool Airport works	Work Nos. 8A, 9A, 10A, 11A, 12A and 36A
03-001, 03-002	Pedestrian access to St Anne's Old Links Golf Course to facilitate construction of the Project A landfall works	Works Nos. 8A and 43A
03-012, 04-001, 04-002, 04-003	Temporary use as a construction working area at Blackpool Airport including access and construction compounds up to 20,000m^2 to facilitate construction of the Project A Blackpool Airport works	Work Nos. 9A, 10A, 11A, 12A, 13A and 14A
04-008, 04-009, 04-012	Access to Blackpool Airport to facilitate construction of the Project A Blackpool Airport works	Works Nos. 9A, 10A, 11A, 12A, 13A, 14A and 19A
05-001A, 06-073, 11-038	Temporary use as a construction working area including construction compounds and access to facilitate construction and installation of onshore cables between Blackpool Airport and the Morgan onshore substation	Work Nos. 13A, 17A and 18A
05-003, 05-043, 05-044, 05-058, 05-059, 05-062, 05-063, 05-064, 05-065, 05-066, 05-067, 05-068, 06-030, 06-047 06-038, 06-039A, 06-040A, 06-041A, 06-042, 06-043A, 06-053, 06-056, 06-062A, 06-063A, 06-064A, 06-065A, 05-062A, 05-063A, 05-064A, 05-065A, 06-073A, 06-074A, 06-075A, 07-005, 07-006, 07-009, 07-013, 07-017, 08-002, 08-	Access to facilitate construction and installation of the onshore cables between Blackpool Airport and the Morgan onshore substation including works to the public highway and visibility splays	Works Nos. 13A, 17A, 19A

010, 08-015A, 08-022A, 08-025A, 08-028A, 08-039, 08-042, 08-044, 08-045, 08-053A, 08-054A, 08-055, 08-056A, 08-057A, 08-058A, 08-063, 08-075, 08-094A, 08-095, 08-096A, 08-097A, 08-098A, 08-100, 08-103, 08-104, 08-109, 08-121, 08-122, 08-123, 08-124, 08-125, 08-126, 08-127, 08-128, 09-001, 09-003, 9-004, 09-005, 09-006, 09-070A, 09-086A, 09-087, 09-088A, 09-089A, 09-090A, 09-091, 09-092A, 11-006, 11-008, 11-011, 11-013, 11-014, 11-027, 11-020A, 11-021, 11-022A, 11-023, 11-024A, 11-025A, 11-026, 11-028, 11-046, 11-048, 11-049, 11-051, 11-055, 11-056, 11-060, 11-061, 11-076A, 11-077A, 11-078A, 11-079		
06-078, 07-002, 15-063, 15-064, 15-066, 15-068, 16-052, 16-053, 16-055, 15-063, 15-064, 15-066, 15-069i	Project A temporary environmental mitigation works including access	Work Nos. 17A, 25A and 35A
07-001, 07-003, 07-004, 08-121, 08-122, 08-125, 08-128,	Access to facilitate temporary Project A environmental mitigation works	Work Nos. 17A, 25A, 35A and 40A
11-117A, 11-118A, 12-004A, 12-007A	Temporary use as a construction working area including construction compounds and access to facilitate construction and installation of Project A onshore cables and construction of the Morgan onshore substation	Work Nos. 17A, 20A, 21A and 50A
12-001A, 12-002A, 12-004A, 12-06A, 12-007A, 12-008A	Temporary use as a construction working area including construction compounds and access to facilitate construction of the Morgan onshore substation, associated environmental mitigation works, permanent access works and works to underground Electricity North West 6.6kV overhead line	Work Nos. 18A, 20A, 21A, 22A, 23A, 24A and 39A
12-010A, 12-023A, 12-024A, 12-026A	Temporary working area including construction compounds up to 70,000m^2 access, and works to underground Electricity North West 6.6kV overhead line to	Work Nos. 20A, 21A, 22A, 23A, 24A and 39A

	facilitate construction of the Morgan onshore substation, associated environmental mitigation works, permanent access works and works to underground Electricity North West 6.6kV overhead line	
12-012A, 12-013A, 12-015A, 12-017A, 12-025A	Temporary use for works to underground Electricity North West 6.6kV overhead line	Work Nos. 21A, 22A, 23A and 39A
13-094A, 13-100A, 14-046A, 14-054A, 14-062, 17-014, 17-017, 17-018i, 17-021, 17-021i	Temporary use as a construction working area including construction compounds and access to facilitate construction and installation the 400kV onshore cables between the Morgan onshore substation and the National Grid substation	Work Nos. 18A, 25A, 26A, 27A, 28A, 29A, 32A and 37A
13-026, 13-031, 13-034, 13-035, 13-037, 13-039, 13-041, 13-043, 13-047, 13-048, 13-049, 13-082A, 13-085, 13-086, 13-087, 13-088, 13-089, 13-090, 14-047A, 14-048A, 14-049A, 14-046A, 14-076, 14-082, 14-084, 14-087, 14-088, 14-092, 14-093, 15-009, 15-012, 15-013, 15-014, 15-015, 15-018, 15-020, 15-028, 15-042, 15044, 15-045, 15-046, 15-051, 15-042, 16-001, 16-002, 16-003, 16-004, 16-005, 16-006, 16-007, 16-008, 16-009, 16-010, 16-011, 16-012, 16-013, 16-014, 16-015, 16-016, 16-0017, 16-018, 16-019, 16-020, 16-026, 16-027, 16-028, 16-030, 16-031, 16-032, 16-046, 16-051, 16-062, 16-078, 16-089, 16-090, 16-096, 16-099, 16-100, 16-101, 16-102, 16-103, 17-001, 17-002, 17-003, 17-014, 17-021, 17-022, 17-023, 18-003, 18-004, 18-005, 18-006, 18-007, 18-008, 18-009, 18-010, 18-011, 18-012, 18-013	Access to facilitate construction and installation of the 400kV onshore cables between the Morgan onshore substation and the National Grid substation including works to the public highway and visibility splays	Work Nos. 19A, 25A, 26A, 27A, 28A, 29A, 32A and 37A
18-028, 18-029, 18-030, 18-048, 18-053, 18-054, 18-055, 18-056, 18-057	Temporary use as a construction working area including construction compounds and access to facilitate construction of Project A's connection into the National Grid	Work Nos. 18A, 19A, 33A, 32A, 37A, 48A

SCHEDULE 7B

Article 29

Land of which only temporary possession may be taken – Project B

(1) *Plot reference number shown on land plan - onshore*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of authorised project*
01-001, 02-001, 02-004, 02-005	Temporary use as a construction working area, for cable installation vessel anchoring and for access to facilitate construction of Project B offshore works and Project B landfall works.	Work No. 1B, 2B, 3B and 4B
01-012	Temporary use to improve visibility splays and junctions and access to St Annes beach to facilitate construction of Project B landfall works.	Work Nos. 4B, 5B, 6B, and 7B,
01-017, 01-018, 01-019	Pedestrian access to St Annes beach to facilitate construction of Project B landfall works	Wok Nos. 4B, 5B, 6B, 7B, 19B and 42B
01-020, 01-021, 01-022,	Temporary use as a construction working area including welfare facilities, parking and access to facilitate construction of Project B landfall works	Work Nos. 4B, 5B, 6B, 7B, and 19B, 42B
02-016, 02-017	Temporary use as a construction working area including construction compounds, access, works to the public highway and visibility splays to facilitate construction of Project B landfall works	Works Nos. 4B, 5B, 6B, 7B, 8B, 18B and 19B,
02-002, 02-003, 02-006, 02-007, 02-008, 02-009, 02-010, 02-011, 02-012	Access to St Annes beach ~~including works to the public highway and visibility splays~~ to facilitate construction of Project B landfall works	Work Nos. 3B, 4B, 5B, 6B, 7B and 19B
02-029, 02-030, 02-031, 02-032	Temporary emergency access to Blackpool Airport to facilitate construction of the Project B landfall works and Project B Blackpool Airport works	Work Nos. 8B, 9B, 10B, 11B, 12B and 36B
03-001, 03-002	Pedestrian access to St Anne's Old Links Golf Course to facilitate construction of the Project B landfall works	Work Nos. 8B and 43B
03-012, 04-001, 04-002, 04-003	Temporary use as a construction working area at Blackpool Airport including access and construction compounds up to 20,000m^2 to facilitate construction of the Project B Blackpool Airport works	Work Nos. 9B, 10B, 11B, 13B , 14B and 19B
04-008, 04-009, 04-012	Access to Blackpool Airport to facilitate construction of the Project B Blackpool Airport works	Work Nos. 9B, 10B, 11B, 12B, 13N, 14B and 19B
05-002B, 06-069B, 06-052B	Temporary use as a construction working area including construction compounds and access to facilitate construction and installation of onshore cables between Blackpool Airport and the Morecambe onshore substation	Work Nos. 13B, 16B, 17B and 18B
05-003, 05-044,	Access to facilitate construction and	Works Nos. 13B, 17B and

05-058, 05-059, 05-062, 05-063, 05-064, 05-065, 05-066, 05-067, 05-068, 06-021, 06-032B, 06-033B, 06-034B, 06-036, 06-038, 06-042, 06-044, 06-045, 06-049B, 06-050B, 06-052B, 06-059, 06-066, 07-005, 07-006, 07-009, 07-028B, 07-029B, 07-030B, 07-031B, 08-005B, 08-006B, 08-008B, 08-009B, 08-018, 08-020, 08-049, 08-051,08-060B, 08-062B, 08-063, 08-064B, 08-067B, 08-068B, 08-069B, 08-070B, 08-074B, 08-075, 08-076B, 08-078B, 08-088, 08-089, 08-095, 08-102, 08-104, 08-105B, 08-106B, 08-107B, 08-108B, 08-109, 08-110B, 08-123, 08-124, 08-126, 08-127, 09-001, 9-003, 09-004, 09-005, 09-006, 09-007, 09-011, 09-014, 09-016, 09-071, 09-077, 09-079, 09-080, 09-085, 09-087, 09-091, 09-093B, 09-094B, 09-096B, 09-097B, 09-099B, 09-100B, 09-101B, 11-006, 11-007B, 11-008, 11-009B, 11-010B, 11-011, 11-012B, 11-015, 11-016,	installation of the onshore cables between Blackpool Airport and the Morecambe onshore substation including works to the public highway and visibility splays	19B

11-017, 11-018, 11-019, 11-021, 11-023, 11-026, 11-028, 11-039, 11-043, 11-044, 11-048, 11-049, 11-052, 11-055, 11-056, 11-058, 11-060, 11-065, 11-086B, 11-087B, 11-089B, 11-091, 11-092B, 11-095B,		
06-078, 07-002, 15-063, 15-067, 15-069, 15-069i, 15-070, 16-052, 16-053, 16-055	Project B temporary environmental mitigation works including access.	Work Nos. 17B, 25B and 35B
07-001, 07-002, 07-003, 07-004	Access to facilitate temporary Project B environmental mitigation works	Work Nos. 17B, 25B 35B and 40B
05-002B, 06-052B, 06-069B, 09-099B, 09-100B, 09-101B,11-029B, 13-044B, 13-106B, 14-068B, 14-071B, 17-014, 17-017, 17-021, 18-028, 18-030, 18-053, 18-054.	Temporary use as a construction working area including construction compounds and access to facilitate construction and installation of Project B onshore cables and construction of the Morecambe onshore substation	Work Nos. 17B, 20B and 21B
11-099B, 11-100B, 11-101B, 11-106B, 11-107B 11-108B, 11-113B, 13-022B, 13-036B, 13-037, 13-040B, 13-042B, 13-045B, 13-046B, 13-048, 13-049	Temporary use as a construction working area including construction compounds and access to facilitate construction of the Morecambe onshore substation, associated environmental mitigation works, permanent access works	Work Nos. 18B, 20B, 21B, 22B, 23B and 24B
11-099B, 11-100B, 11-101B, 11-106B, 11-107B 11-108B, 11-113B, 13-022B, 13-036B, 13-037, 13-040B, 13-042B, 13-045B, 13-046B, 13-048, 13-049	Temporary working area including construction compounds up to 52,000m^2 access, to facilitate construction of the Morecambe onshore substation, associated environmental mitigation works, permanent access works	Work Nos. 20B, 21B, 22B, 23B and 24B
14-068B, 17-014, 17-017, 17-	Temporary use as a construction working area including construction compounds and access	Work Nos. 18B, 25B, 26B, 27B, 28B, 29B, 32B and

018i, 17-021, 17-021i	to facilitate construction and installation of the 400kV onshore cables between the Morecambe onshore substation and the National Grid substation	37B
13-035, 13-037, 13-048, 13-049, 13-086, 13-087, 13-088, 13-089, 13-090, 14-068B, 14-078, 14-079, 14-082, 14-083, 14-087, 14-093, 14-094, 15-001B, 15-012, 15-013, 15-014, 15-015, 15-017, 15-018, 15-020, 15-022, 15-024, 15-027, 15-042, 15-044, 15-045, 15-048, 15-063, 16-001, 16-002, 16-003, 16-004, 16-005, 16-006, 16-007, 16-008, 16-009, 16-010, 16-011, 16-012, 16-013, 16-014, 16-015, 16-016, 16-017, 16-018, 16-019, 16-020, 16-026, 16-027, 16-028, 16-030, 16-031, 16-032, 16-033, 16-041, 16-051, 16-052, 16-059, 16-089, 16-093, 16-093i, 16-099, 16-100, 16-101, 16-102, 16-103, 17-001, 17-002, 17-003, 17-014, 17-021, 17-022, 17-023, 18-003, 18-004, 18-005 18-006,18-007, 18-008, 18-009, 18-010, 18-011,18-012 18-013,18-054, 18-055, 18-056, 18-057	Access to facilitate construction and installation of the 400kV onshore cables between the Morecambe onshore substation and the National Grid substation including works to the public highway and visibility splays	Work Nos. 18B, 25B, 26B, 27B, 28B, 29B, 32B and 37B
18-028, 18-029, 18-048	Temporary use as a construction working area including construction compounds and access to facilitate construction of Project B's connection into the National Grid	Work No. 17B, 19B, 32B, 33B, 37B, 48B

SCHEDULE 8A

Article 22

Land in which only new rights etc. may be acquired – Project A

(1) Number of plot shown on the Land Plans	*Purpose for which rights may be acquired*
01-002, 01-003, 02-013, 02-014, 04-006, 04-007, 04-013, 04-014, 04-016, 04-023, 05-005, 05-006, 05-007, 05-008, 05-009, 05-010, 05-014A, 05-015A, 05-023A, 05-024A, 05-025A, 05-026A, 05-027A, 05-030A, 05-031A, 05-033, 05-034A, 05-038A, 05-041A, 05-047A, 05-048A, 05-052A, 05-070A, 05-071A, 05-072A, 05-073A, 05-074, 05-076A, 06-008A, 06-010A, 06-011, 06-012A, 06-015A, 06-016, 06-017A, 06-018A, 06-021, 06-022A, 06-044, 06-045, 06-046A, 06-061A, 06-066, 06-067A, 07-025A, 07-027A, 08-012, 08-013A, 08-014A, 08-024A, 08-026, 08-029A, 08-030, 08-033A, 08-034A, 08-035A, 08-038A, 08-080A, 08-084A, 08-085, 08-086A, 08-087A, 08-088, 08-089, 08-090A, 08-099A, 08-101A, 08-102, 08-112, 08-113A, 08-114A, 08-115, 08-118, 08-119A, 08-120A, 09-007, 09-008A, 09-009A, 09-010A, 09-011, 09-012A, 09-013A, 09-014, 09-015A, 09-016, 09-017A, 09-028A, 09-029A, 09-030A, 09-033, 09-034A, 09-040A, 09-048A, 09-049, 09-050A, 09-051, 09-053A, 09-054, 09-056A, 09-064, 09-065A, 09-067A, 09-068, 09-069A, 09-071, 09-072A, 09-073, 09-074, 09-075, 09-076A, 09-077, 09-079, 09-085, 09-106A, 10-001A, 10-002A, 10-010A, 10-015A, 10-019A, 10-026, 10-028A, 10-030, 10-035A, 11-001A, 11-002A, 11-016, 11-017, 11-018, 11-019, 11-031A, 11-032, 11-036A, 11-037A, 11-039, 11-040A, 11-041, 11-042A, 11-043, 11-044, 11-045A, 11-057A, 11-058, 11-059, 11-060, 11-064A, 11-065, 11-066A, 11-075A,	**1.** Cable rights and restrictive covenants Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, break open and break up the surface of the land, restore and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project A; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, repair, testing and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal, testing and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique

11-080A, 11-116A, 11-122A, 11-129A, 13-010A, 13-011A, 13-012A, 13-013A, 13-014A, 13-015A, 13-016A, 13-017A, 13-024A, 13-028A, 13-029A, 13-050A, 13-052, 13-054A, 13-055A, 13-057, 13-059A, 13-061, 13-064A, 13-065A, 13-068, 13-069A, 13-070, 13-072A, 13-073A, 13-076A, 13-077A, 13-079, 13-080A, 13-083A, 13-093A, 13-099, 13-101A, 13-102, 13-104A, 14-001, 14-002A, 14-003, 14-005A, 14-006, 14-008A, 14-009, 14-011A, 14-030, 14-038A, 14-039A, 14-056, 14-058A, 14-059A, 14-063, 14-064A, 14-066A, 14-078, 14-094, 14-095A, 14-096A, 15-016A, 15-022, 15-023, 15-024, 15-025, 15-026A, 15-027, 15-029A, 15-032A, 15-033, 15-037A, 15-046A, 15-048, 15-049A, 15-051, 15-056A, 15-058, 15-059A, 15-060A, 15-061A, 15-067, 15-069, 15-070, 15-071A, 15-072A, 16-034, 16-035A, 16-036, 16-037A, 16-070A, 16-071, 16-072A, 16-073A, 16-074A, 16-075A, 16-076A, 16-080A, 16-085, 16-093, 16-093i, 16-093A, 16-093Ai, 17-006, 17-006i, 17-006ii, 17-007, 17-012, 17-013, 17-015, 17-016, 17-019, 17-019i, 17-024, 17-026, 18-014, 18-022, 18-023, 18-024, 18-040, 18-044	compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut, or remove or coppice wood, uproot trees, hedges or shrubs which now or hereafter may be standing on the land or other land which if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and restoration of the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological

	remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal or decommissioning is being carried out; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (v) construct, use, maintain and improve a permanent means of access including visibility splays and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. **2.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project A nor make it materially more difficult or expensive to maintain Project A); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are

	reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project A nor make it materially more difficult or expensive to access and maintain the relevant part of Project A); (e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project A; (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A; and (g) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
03-006	**3.** Cable rights, transition joint bay rights and restrictive covenants Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project A; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to

	take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install the cables and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal or decommissioning is being carried out; (i) make such investigations in or on the land as are required; (j) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation of the cables; (k) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (l) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);

	(m) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (n) store and stockpile materials (including excavated material); (o) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and reinstatement of the land; (p) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (q) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (r) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land. **4.** Transition joint bay rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to lay down, install, test, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace the transition joint bays. **5.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project A nor make it materially more difficult or

	expensive to maintain Project A); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project A nor make it materially more difficult or expensive to access or maintain the relevant part of Project A); (e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project A; and (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A.
03-005, 03-007, 03-008, 03-011, 04-004, 04-005, 04-024	**6.** Cable rights and restrictive covenants at Blackpool Airport Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project A; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the

	purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install the cables and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal or decommissioning is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or

	conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and restoration of the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out; (s) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land. (v) construct, use, maintain and improve permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. **7.** Restrictive covenants

	A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project A nor make it materially more difficult or expensive to maintain Project A); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker, and provided such will not cause damage, undermine or interfere with the cables; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project A nor make it materially more difficult or expensive to access or maintain the relevant part of Project A); (e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project A; and (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A.
01-008, 01-011, 01-014, 02-021, 02-022, 04-017, 04-018, 04-019, 04-020, 04-021, 04-022, 05-004, 05-035A, 05-053A, 06-036, 06-037A, 06-059, 06-060A, 08-017, 08-018, 08-019A, 08-020, 08-021A, 08-049, 08-050A, 08-051, 08-052A, 08-081A, 09-078A, 09-080, 09-081, 11-015, 11-052, 11-053, 11-054, 11-090A, 11-091, 14-079, 14-080A, 14-081A, 14-083, 15-017, 15-038A, 15-041A, 16-098A, 16-	**8.** Cable rights under existing infrastructure and restrictive covenants Cable rights under existing infrastructure Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts,

105A, 16-106A, 16-109A, 16-110A, 16-113A, 16-114, 16-116A, 16-117A, 17-005A, 18-043	chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling— (b) enter, be on, and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project A; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal or decommissioning is being carried out; (i) effect access to the highway including the creation of temporary visibility splays; (j) make such investigations in or on the land as required; (k) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation or operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve

	sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (s) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (t) to construct, use, maintain and improve permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (u) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. **9.** Restrictive covenants

	A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) other than those related to works for the benefit of existing highway or railway infrastructure; (b) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land or rights in relation any highway or railway infrastructure on the land (if any) and will not damage, undermine or interfere with the cables; (c) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project A nor make it materially more difficult or expensive to access and maintain the relevant part of Project A); (d) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project A; and (e) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A.
02-024, 02-025, 02-026, 02-027, 02-028, 03-009, 03-010, 04-010, 04-011, 05-012, 05-016, 05-017, 05-018, 05-019, 05-020, 05-021, 05-039, 05-040, 05-054, 05-057, 05-060, 05-061, 05-075, 06-001, 06-002, 06-003, 06-004, 06-005, 06-006, 06-007, 06-023, 06-024, 06-025, 06-027, 06-028, 06-035, 06-051, 06-058, 06-070, 06-071, 06-076, 06-077, 07-007, 07-008, 07-010, 07-015, 07-019, 07-021, 07-022, 07-023, 08-001, 08-004, 08-007, 08-023, 08-027, 08-031, 08-032, 08-040, 08-041, 08-047, 08-048, 08-061, 08-065, 08-066, 08-071, 08-072, 08-073, 08-077, 08-091, 08-092, 08-093, 08-116, 08-117, 09-	**10.** Cable corridor access rights Cable corridor access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of Project A, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, and make such investigations in or on the land which is ancillary for the purposes of exercise of the rights; (b) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;

022, 09-025, 09-026, 09-032, 09-036, 09-037, 09-039, 09-043, 09-044, 09-045, 09-046, 09-052, 09-055, 09-059, 09-060, 09-061, 09-066, 09-084, 09-095, 09-098, 09-103, 09-104, 09-107, 09-108, 09-109, 09-110, 09-111, 09-112, 09-113, 10-006, 10-007, 10-008, 10-012, 10-013, 10-020, 10-022, 10-023, 10-025, 10-027, 10-031, 10-032, 10-033, 10-036, 10-038, 10-039, 10-041, 11-033, 11-034, 11-035, 11-050, 11-063, 11-069, 11-071, 11-072, 11-074A, 11-082A, 11-083, 11-084, 11-085, 11-096, 11-097, 11-098, 11-102, 11-103, 11-104, 11-105, 11-115A, 11-119A, 11-120A, 11-127A, 11-128A, 11-130A, 12-003A, 12-014A, 12-016A, 12-018A, 12-021A, 12-022A, 13-001A, 13-002A, 13-003A, 13-005, 13-053, 13-058, 13-062, 13-063, 13-071, 13-081, 13-095, 13-096, 13-097, 13-098, 13-103, 13-105, 14-004, 14-007, 14-010, 14-022, 14-023, 14-024, 14-032, 14-035, 14-036, 14-041, 14-043, 14-044, 14-050, 14-051, 14-052, 14-053, 14-057, 14-061, 14-069, 14-070, 14-072, 14-074, 15-002, 15-003, 15-004, 15-005, 15-006, 15-010, 15-011, 15-019, 15-021, 15-034, 15-035, 15-036, 15-043, 15-050, 15-052, 15-053, 15-055, 16-021, 16-022, 16-023, 16-024, 16-025, 16-029, 16-042, 16-044, 16-047, 16-049, 16-050, 16-081, 16-082, 16-083, 16-084, 16-087, 16-088, 16-095, 16-115, 17-008, 17-009, 17-010, 17-011, 17-018, 17-020, 17-021ii, 17-025, 17-027, 18-001, 18-002, 18-015, 18-016, 18-017, 18-018, 18-019, 18-020, 18-021, 18-041, 18-042, 18-045, 18-046, 18-047, 18-049, 18-050, 18-051	(c) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (e) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (f) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (h) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and (i) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.
18-025, 18-026, 18-027, 18-031, 18-032, 18-033, 18-034, 18-035, 18-036, 18-037, 18-038, 18-039, 18-052	**11.** National Grid substation connection rights and restrictions National Grid substation connection rights (a) Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project

	A to— (b) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"); and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (c) enter, be on, and break open and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (d) to benefit from continuous vertical and lateral support for Project A; (e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting Project A and for removing and replacing the cables; (f) to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties; (g) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (h) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway; (i) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (j) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (k) remove and discharge water from the land and to install,

	retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the land; and (l) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). **12.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything being done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project A nor make it materially more difficult or expensive to maintain Project A); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project A nor make it materially more difficult or expensive to access and maintain the relevant part of Project A); (e) prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for Project A; (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which

	may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A; and (g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
19-001, 19-002	**13.** Environmental mitigation works area rights Environmental mitigation works area rights Rights during the construction, installation, operation, maintenance and decommissioning of Project A to— (a) enter, pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials to install, inspect, maintain and remove mitigation works required in connection with Work Nos 4A/4B, 5A/5B and 6A/6B; (b) to use existing access routes for the purposes of accessing the land, adjoining land and highway.
12-020A, 16-054	**14.** Environmental mitigation works area access rights Environmental mitigation works area access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the establishment, inspection, maintenance, renewal, upgrading, replacement and removal of the environmental mitigation works areas; (b) to use, maintain and improve a permanent means of access, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the environmental areas, adjoining land and highway; and (c) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the access area for the purpose of enabling the right to pass and re-pass to the environmental mitigation works areas.
12-028A	**15.** Drainage rights and restrictive covenants Drainage rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to— (a) remove and discharge water from the land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect,

	remove and replace a drainage scheme on the land (the "drainage works"); (b) inspect, use mechanical excavation (including directional drilling and/or digging), restore, remove, move or alter such part or parts of any drainage system on the land for the purposes of the drainage works (including connecting the drainage works to any land drain as at the date of the drainage works); (c) enter, be on, and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of the drainage works; (d) store and stockpile materials (including excavated material); (e) create boreholes and trail excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (f) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating, to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (g) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the drainage works; (h) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety for the purposes of the drainage works; (i) erect fencing, gates, walls, barriers or other means of enclosure, and create secure works areas or compounds including temporary trenchless installation technique compounds and working areas for the purposes of the drainage works; (j) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal of any drainage work is being carried out; (k) effect access to the highway; (l) make such investigations in or on the land as required for the purposes of the drainage works; (m) use or resort to trenchless installation techniques including (but not limited to) directional drilling in connection with the drainage works;

	(n) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed obstruct or interfere with the drainage works; (o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (p) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; and (q) to carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to protected species and/or wildlife. **16.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); and (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised development nor make it materially more difficult or expensive to maintain the authorised development).
01-004, 01-004i, 01-005, 01-006, 01-007, 01-009, 01-010, 01-013, 02-015, 02-018, 02-019, 02-020	**17.** Cable rights at St Annes beach Cable rights at St Annes beach Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts,

	chambers and manholes, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) to benefit from continuous vertical and lateral support for Project A; (c) pass and re-pass using existing accesses with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (d) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in or under the land; (e) make such investigations in or on the land as required; (f) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (g) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and (h) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). **18.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) (b) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to

	be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land or rights in relation any highway or railway infrastructure on the land (if any) and will not damage, undermine or interfere with the cables; (c) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project A nor make it materially more difficult or expensive to access and maintain the relevant part of Project A); (d) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support Project A; and (e) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A.
01-015, 01-016, 02-023, 03-003, 03-004, 04-015	**19.** Cable rights at St Anne's Old Links Golf Course and Blackpool Road Recreation Ground Cable rights at St Anne's Old Links Golf Course and Blackpool Road Recreation Ground Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) Lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project A; (d) pass and re-pass on foot and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables

	and associated works; (e) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in or under the land; (f) make such investigations in or on the land as required; (g) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (h) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and (i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). **20.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land or rights in relation any highway or railway infrastructure on the land (if any) and will not damage, undermine or interfere with the cables; (c) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project A nor make it materially more difficult or expensive to access and maintain the relevant part of Project A); (d) prevent anything being done which may interfere with the free flow and passage of electricity or

	telecommunications through the cables or support for Project A; and (e) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A.
N/A	**21.** Substation access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of Project A, the construction, operation, inspection, testing, maintenance, renewal, upgrading, replacement and removal of the substation and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the land which is ancillary for the purposes of exercise of the rights; (b) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway; (c) construct, lay down, use and remove access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (e) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (f) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (h) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out; and (i) install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve security infrastructure including cameras, perimeter

	fencing, fencing, gates and any other security measures or ancillary apparatus required in order to ensure an appropriate level of security in respect of the authorised development. **22.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to prevent the erecting of buildings or structures, altering ground levels, planting trees or carrying out operations or actions which may obstruct, interrupt, or interfere with the exercise of the rights.

SCHEDULE 8B

Article 22

Land in which only new rights etc. may be acquired – Project B

(1) Number of plot shown on the Land Plans	*(2) Purpose for which rights may be acquired*
01-002, 01-003, 02-013, 02-014, 04-006, 04-007, 04-013, 04-014, 04-016, 04-023, 05-005, 05-006, 05-007, 05-008, 05-009, 05-010, 05-011B, 05-012, 05-012B, 05-012Bi, 05-013B, 05-016, 05-016B, 05-016Bi, 05-017, 05-017B, 05-017Bi, 05-022B, 05-028B, 05-029B, 05-032B, 05-037B, 05-042B, 05-043, 05-045B, 05-046B, 05-049B, 05-050B, 05-051B, 05-054, 05-055B, 05-069B, 05-077B, 06-009B, 06-013B, 06-014B, 06-019B, 06-020B, 06-023, 06-026B, 06-027, 06-029B, 06-048B, 06-054B, 06-055B, 06-056, 06-057B, 06-058, 06-068B, 06-071, 06-072B, 07-010, 07-011B, 07-012B, 07-013, 07-014B, 07-015, 07-016B, 07-017, 07-018B, 07-019, 07-020B, 07-021, 07-024B, 07-026B, 08-001, 08-002, 08-003B, 08-016B, 08-036B, 08-037B, 08-039, 08-040, 08-041, 08-042, 08-043B, 08-046B, 08-047, 08-048, 08-055, 08-059B, 08-079B, 08-083B, 08-100, 08-103, 08-111B, 09-018B, 09-019B, 09-020B,	**1.** Cable rights and restrictive covenants Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, break open and break up the surface of the land, restore and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project B; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, repair, testing and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary

09-021B, 09-022, 09-023B, 09-024B, 09-025, 09-027B, 09-031B, 09-032, 09-035B, 09-036, 09-038B, 09-039, 09-041B, 09-042B, 09-043, 09-047B, 09-057B, 09-058B, 09-060, 09-062B, 09-063B, 09-083B, 09-084, 09-105B, 10-003B, 10-004B, 10-005B, 10-006, 10-009B, 10-011B, 10-012, 10-014B, 10-016B, 10-017B, 10-018B, 10-020, 10-021B, 10-022, 10-024B, 10-025, 10-029B, 10-031, 10-034B, 10-036, 10-037B, 10-038, 10-040B, 10-041, 10-042B, 11-003B, 11-004B, 11-005B, 11-027, 11-030B, 11-046, 11-061, 11-067B, 11-068B, 11-069, 11-070B, 11-072, 11-073B, 11-081B, 11-083, 11-088B, 11-094B, 11-096, 11-114B, 13-004B, 13-005, 13-006B, 13-007B, 13-018B, 13-019B, 13-021B, 13-023B, 13-025B, 13-026, 13-027B, 13-030B, 13-031, 13-032B, 13-033B, 13-034, 13-051B, 13-056B, 13-060B, 13-066B, 13-067B, 13-074B, 13-075B, 13-078B, 13-084B, 13-085, 13-091B, 13-092B, 14-014, 14-037B, 14-040B, 14-041, 14-042B, 14-044, 14-045B, 14-055B, 14-057, 14-060B, 14-061, 14-065B, 14-067B, 14-069, 14-073B, 14-074, 14-075B, 14-076, 14-077B, 14-090B, 14-091B, 14-092, 15-005, 15-007B, 15-008B, 15-028, 15-030B, 15-031B, 15-047B, 15-052, 15-054B, 15-055, 15-057B, 15-062B, 15-064, 15-065B, 15-066, 15-068, 15-073B, 16-042, 16-043B, 16-044, 16-045B, 16-046, 16-047, 16-047B, 16-048B, 16-049, 16-	structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal, testing and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut, or remove or coppice wood, uproot trees, hedges or shrubs which now or hereafter may be standing on the land or other land which if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and restoration of the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so

064B, 16-066, 16-077B, 16-078, 16-087, 16-090, 16-094B, 16-095, 16-096, 16-096B, 16-096Bi, 17-006, 17-006i, 17-006ii, 17-007, 17-012, 17-013, 17-015, 17-016, 17-019, 17-019i, 17-024, 17-026, 18-014, 18-022, 18-023, 18-024, 18-040, 18-044	excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal or decommissioning is being carried out; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (v) construct, use, maintain and improve a permanent means of access including visibility splays and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. **2.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project B nor make it materially more difficult or expensive to maintain Project B); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are reasonably required to be

	carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project B nor make it materially more difficult or expensive to access and maintain the relevant part of Project B); (e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project B; (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project B; and (g) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
03-006	**3.** Cable rights, transition joint bay rights and restrictive covenants Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project B; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works;

	(e) construct and install the cables and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal or decommissioning is being carried out; (i) make such investigations in or on the land as are required; (j) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation of the cables; (k) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (l) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (m) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (n) store and stockpile materials (including excavated material); (o) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair,

	replacement or decommissioning and reinstatement of the land; (p) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (q) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (r) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land. **4.** Transition joint bay rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to lay down, install, test, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace the transition joint bays. ~~4.~~**5.** Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project B nor make it materially more difficult or expensive to maintain Project B); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project B nor make it materially more difficult or expensive

	to access or maintain the relevant part of Project B); (e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project B; and (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project B.
03-005, 03-007, 03-008, 03-011, 04-004, 04-005, 04-024	~~5.~~6. Cable rights and restrictive covenants at Blackpool Airport Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project B; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install the cables and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads

	including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal or decommissioning is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and restoration of the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out; (s) install, execute, implement, retain, repair, improve, renew,

	relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land. (v) construct, use, maintain and improve permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. ~~6.~~7. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project B nor make it materially more difficult or expensive to maintain Project B); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker, and provided such will not cause damage, undermine or interfere with the cables; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project B nor make it materially more difficult or expensive to access or maintain the relevant part of Project B);

	(e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project B; and (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project B.
01-008, 01-011, 01-014, 02-021, 02-022, 04-017, 04-018, 04-019, 04-020, 04-021, 04-022, 05-004, 05-036B, 05-056B, 06-030, 06-031B, 06-047, 06-053, 08-010, 08-011B, 08-044, 08-045, 08-082B, 09-082B, 11-013, 11-014, 11-047B, 11-051, 11-062B, 11-093B, 14-084, 14-085B, 14-086B, 14-088, 14-089B, 15-009, 15-010, 15-039B, 15-040B, 16-097B, 16-104B, 16-107B, 16-108B, 16-111B, 16-112B, 16-118B, 17-004B, 18-043	~~7.~~**8.** Cable rights under existing infrastructure and restrictive covenants Cable rights under existing infrastructure Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling— (b) enter, be on, and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project B; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads

	including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal or decommissioning is being carried out; (i) effect access to the highway including the creation of temporary visibility splays; (j) make such investigations in or on the land as required; (k) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation or operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (s) (in an emergency only when the cables are temporarily

	unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (t) to construct, use, maintain and improve permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (u) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. ~~8.~~9. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) other than those related to works for the benefit of existing highway or railway infrastructure; (b) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land or rights in relation any highway or railway infrastructure on the land (if any) and will not damage, undermine or interfere with the cables; (c) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project B nor make it materially more difficult or expensive to access and maintain the relevant part of Project B); (d) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project B; and (e) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project B.
02-024, 02-025, 02-026, 02-027, 02-028, 03-009, 03-010, 04-010, 04-011, 05-018, 05-019, 05-020, 05-021, 05-033, 05-039, 05-040, 05-057, 05-060, 05-061, 05-074, 05-075, 06-001, 06-002, 06-003, 06-004, 06-005, 06-006,	~~9.~~10. Cable corridor access rights Cable corridor access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of Project B,

06-007, 06-011, 06-016, 06-024, 06-025, 06-028, 06-035, 06-051, 06-070, 06-076, 06-077, 07-007, 07-008, 07-022, 07-023, 08-004, 08-007, 08-012, 08-017, 08-023, 08-026, 08-027, 08-030, 08-031, 08-032, 08-061, 08-065, 08-066, 08-071, 08-072, 08-073, 08-077, 08-085, 08-091, 08-092, 08-093, 08-112, 08-115, 08-116, 08-117, 08-118, 09-026, 09-033, 09-037, 09-044, 09-045, 09-046, 09-049, 09-051, 09-052, 09-054, 09-055, 09-059, 09-061, 09-064, 09-066, 09-068, 09-073, 09-074, 09-075, 09-081, 09-095, 09-098, 09-103, 09-104, 09-107, 09-108, 09-109, 09-110, 09-111, 09-112, 09-113, 10-007, 10-008, 10-013, 10-023, 10-026, 10-027, 10-030, 10-032, 10-033, 10-039, 11-032, 11-033, 11-034, 11-035, 11-041, 11-050, 11-053, 11-054, 11-059, 11-063, 11-071, 11-084, 11-085, 11-097, 11-098, 11-102, 11-103, 11-104, 11-105, 13-052, 13-053, 13-057, 13-058, 13-061, 13-062, 13-063, 13-068, 13-070, 13-071, 13-079, 13-081, 13-095, 13-096, 13-097, 13-098, 13-099, 13-102, 13-103, 13-105, 14-001, 14-003, 14-004, 14-006, 14-007, 14-009, 14-010, 14-015, 14-017, 14-018, 14-020, 14-021, 14-022, 14-023, 14-024, 14-036, 14-043, 14-050, 14-051, 14-052, 14-053, 14-056, 14-063, 14-070, 14-072, 15-002, 15-003, 15-004, 15-006, 15-011, 15-019, 15-021, 15-023, 15-025, 15-033, 15-034, 15-035, 15-036, 15-043, 15-050, 15-051, 15-053, 15-058, 16-021, 16-022, 16-023, 16-024, 16-025, 16-029, 16-034,	the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, and make such investigations in or on the land which is ancillary for the purposes of exercise of the rights; (b) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway; (c) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (e) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (f) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (h) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and (i) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.

16-036, 16-039, 16-050, 16-071, 16-081, 16-082, 16-083, 16-084, 16-085, 16-088, 16-096, 16-114, 16-115, 17-008, 17-009, 17-010, 17-011, 17-018, 17-020, 17-021ii, 17-025, 17-027, 18-001, 18-002, 18-015, 18-016, 18-017, 18-018, 18-019, 18-020, 18-021, 18-041, 18-042, 18-045, 18-046, 18-047, 18-049, 18-050, 18-051	
18-025, 18-026, 18-027, 18-031, 18-032, 18-033, 18-034, 18-035, 18-036, 18-037, 18-038, 18-039, 18-052	~~10.~~11. National Grid substation connection rights and restrictions National Grid substation connection rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"); and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project B; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting Project B and for removing and replacing the cables; (e) to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties; (f) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (g) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain,

	straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway; (h) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (i) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (j) remove and discharge water from the land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the land; and (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). ~~11.~~12. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything being done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of Project B nor make it materially more difficult or expensive to maintain Project B); (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the

	undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project B nor make it materially more difficult or expensive to access and maintain the relevant part of Project B); (e) prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for Project B; (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project B; and (g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
19-001, 19-002	~~12.~~13. Environmental mitigation works area rights Environmental mitigation works area rights Rights during the construction, installation, operation, maintenance and decommissioning of Project B to— (a) enter, pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials to install, inspect, maintain and remove mitigation works required in connection with Work Nos 4A/4B, 5A/5B and 6A/6B; (b) to use existing access routes for the purposes of accessing the land, adjoining land and highway.
08-121, 08-122, 08-125, 08-128, 16-054, 16-057	~~13.~~14. Environmental mitigation works area access rights Environmental mitigation works area access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the establishment, inspection, maintenance, renewal, upgrading, replacement and removal of the environmental mitigation works areas; (b) to use, maintain and improve a permanent means of access, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the environmental areas, adjoining land and highway; and (c) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the access area for the purpose of enabling the right to pass and re-pass to the environmental mitigation works areas.
N/A	~~14.~~15. Drainage rights and restrictive covenants Drainage rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to—

	(a) remove and discharge water from the land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the land (the "drainage works"); (b) inspect, use mechanical excavation (including directional drilling and/or digging), restore, remove, move or alter such part or parts of any drainage system on the land for the purposes of the drainage works (including connecting the drainage works to any land drain as at the date of the drainage works); (c) enter, be on, and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of the drainage works; (d) store and stockpile materials (including excavated material); (e) create boreholes and trail excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (f) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating, to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (g) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the drainage works; (h) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety for the purposes of the drainage works; (i) erect fencing, gates, walls, barriers or other means of enclosure, and create secure works areas or compounds including temporary trenchless installation technique compounds and working areas for the purposes of the drainage works; (j) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal of any drainage work is being carried out; (k) effect access to the highway; (l) make such investigations in or on the land as required for the purposes of the drainage works;

	(m) use or resort to trenchless installation techniques including (but not limited to) directional drilling in connection with the drainage works; (n) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed obstruct or interfere with the drainage works; (o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (p) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; and (q) to carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to protected species and/or wildlife. ~~15.~~16. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); and (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised development nor make it materially more difficult or expensive to maintain the authorised development).
01-004, 01-004i, 01-005, 01-006, 01-007, 01-009, 01-010, 01-013, 02-015, 02-018, 02-019, 02-020	~~16.~~17. Cable rights at St Annes beach Cable rights at St Annes beach Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, cable clamping and other

	equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) to benefit from continuous vertical and lateral support for Project B; (c) pass and re-pass using existing accesses with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (d) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in or under the land; (e) make such investigations in or on the land as required; (f) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (g) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and (h) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). ~~17.~~18. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) (b) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land or rights in relation any highway or railway infrastructure on the land (if any) and will not

	damage, undermine or interfere with the cables; (c) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project B nor make it materially more difficult or expensive to access and maintain the relevant part of Project B); (d) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project B; and (e) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project B.
01-015, 01-016, 02-023, 03-003, 03-004, 04-015	~~18.~~19. Cable rights at St Anne's Old Links Golf Course and Blackpool Road Recreation Ground Cable rights at St Anne's Old Links Golf Course and Blackpool Road Recreation Ground Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for Project B; (d) pass and re-pass on foot and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works; (e) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in or under the land; (f) make such investigations in or on the land as required; (g) create boreholes and trial excavation pits for the purposes of

	intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land; (h) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and (i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). ~~19.~~20. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land or rights in relation any highway or railway infrastructure on the land (if any) and will not damage, undermine or interfere with the cables; (c) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of Project B nor make it materially more difficult or expensive to access and maintain the relevant part of Project B); (d) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project B; and (e) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project B.
11-110B, 11-111B, 11-112B, 13-038B, 13-039, 13-041, 13-043, 13-047	~~20.~~21. Substation access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project B to— (a) pass and re-pass with or without vehicles, plant, machinery,

	apparatus, equipment and materials for the purposes of Project B, the construction, operation, inspection, testing, maintenance, renewal, upgrading, replacement and removal of the substation and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the land which is ancillary for the purposes of exercise of the rights; (b) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway; (c) construct, lay down, use and remove access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (e) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (f) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (h) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out; and (i) install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve security infrastructure including cameras, perimeter fencing, fencing, gates and any other security measures or ancillary apparatus required in order to ensure an appropriate level of security in respect of the authorised development. ~~21.~~22. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to prevent the erecting of buildings or structures, altering ground levels, planting trees or carrying out operations or actions which may obstruct, interrupt, or interfere with the exercise of the rights.

SCHEDULE 9

Article 27

Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or imposition of a restrictive covenant as they apply as respects compensation for the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the following modification-

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

"(5) (a) If—

(a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the Compulsory Purchase Act 1965 (as modified by paragraph 4(5) of Schedule 8 to the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]).

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted by paragraph 4(8) of Schedule 8 to the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]) to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land, the authority is deemed for the purposes of sub-section (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.

3. Without limitation on the scope of paragraph (1), the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

4. In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 4(3) of this Schedule—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable."

Application of Part 1 of the 1965 Act

3.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 27 (modification of Part 1 of the 1965 Act) to the acquisition of land under article 20 (compulsory acquisition of land)), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 22 (compulsory acquisition of rights)—

(a) with the modifications specified in sub-paragraph 4(2); and

(b) with such other modifications as may be necessary.

(**a**) 1973 c.26.

(2) The modifications referred to in sub-paragraph (1) are as follows—

References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act."

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (~~failure by owners~~refusal to convey~~);~~, failure to make title, etc.)

(b) paragraph 10(3) of Schedule 1 (~~owners under incapacity~~persons without power to sell their interests);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land);

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restriction, as well as the notice of entry required by sub-section (1) of that section (as it applies to a compulsory acquisition), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A(**a**) (powers of entry: further notices of entry), 11B(**b**) (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 25(4) is also modified so as to enable the acquiring authority in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

(8) For Schedule 2A of the 1965 Act substitute—

(**a**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c.22).
(**b**) Section 11B was inserted by section 187(2) of the above Act.

"SCHEDULE 2A

Section 8

COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article ~~23~~25 (application of the 1981 Act) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•] in respect of the land to which the notice to treat relates.

(2) But see article ~~24~~26 (acquisition of subsoil only) of the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•] which excludes the acquisition of subsoil only from this Schedule.

(3) In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

2. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the acquiring authority to purchase the owner's interest in the house, building or factory.

3. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

4. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the tribunal.

5. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

6. If the authority decide to refer the counter-notice to the tribunal they must do so within the decision period.

7. If the authority do not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

8. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by the Upper Tribunal

9. On a referral under paragraph (6), the tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory; or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

10. In making the determination, the tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant;

(b) the use to be made of the right or covenant proposed to be acquired or imposed; and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

11. If the tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 9, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

12. If the tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

13.—(1) If the tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of six weeks beginning with the day on which the tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

14. Any dispute as to the compensation is to be determined by the tribunal."

SCHEDULE 10

Article 40

Protective provisions

PART 1

Protection of electricity, gas, water and sewerage undertakers

1. For the protection of the undertakers referred to in this Part the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

2. In this Part—

"affected undertaker" means—

(a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;

(c) a water undertaker within the meaning of the Water Industry Act 1991; and

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991;

for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained;

"alternative apparatus" means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989) belonging to or maintained by that licence holder;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker,

(i) mains, pipes or other apparatus belonging to or maintained by the affected undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991 at the time of the works mentioned in this Part; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991; and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act;

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties; and

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

3. This Part does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Acquisition of land

4. Regardless of any provision of this Order or anything shown on the land plan - onshore, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed that apparatus must not be removed under this Part, and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question 28 days' 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 an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are

mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 46 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 46 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that the undertaker desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 46 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in sub-paragraph 5(2) that are required within 15 metres, or will or may affect, any apparatus the removal of which has not been required by the undertaker under sub-paragraph 5(2) the undertaker must submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) are to be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) is submitted to it.

(4) If an affected undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses and costs

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in sub-paragraph 5(2).

(2) The value of any apparatus removed under the provisions of this Part must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated;

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 46 (arbitration) to be necessary then, if such placing involves cost exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus must 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 must 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 an affected undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to

confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2) any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker;

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Miscellaneous

10. Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

11. Any difference or dispute arising between the undertaker and the affected undertaker under this Part must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 46 (arbitration).

PART 2

Protection for operators of electronic communications code networks

1. For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

2. In this Part—

"the 2003 Act" means the Communications Act 2003;

"conduit system" has the same meaning as in the electronic communications code and references to providing a conduit system I construed in accordance with paragraph 1(3A) of that code;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in Chapter 1 of Part 2 (networks, services and the radio spectrum) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

3. The exercise of the powers conferred by article 31 (statutory undertakers) is subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

4.—(1) Subject to sub-paragraphs (2) to (4), if as a result of the authorised development or its construction, or of any subsidence resulting from the authorised development—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development, or other property of an operator); or

(b) there is any interruption in the supply of the service provided by an operator;

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part must be referred to and settled by arbitration under article 46 (arbitration).

(5) This Part does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised project.

(6) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

PART 3

For the protection of SABIC

Benefit of protective provisions

1.—(1) The following provisions of this Schedule have effect for the benefit of any owner or operator of a pipeline within the pipeline corridor, unless otherwise agreed between the undertaker and the said owner or operator.

2. In this Schedule—

"access roads" means the access roads within the Order limits used by the owner or operator of pipeline within the pipeline corridor which give access to pipelines or protected crossings;

"affected assets" means—

(a) underground pipelines where relevant works are to be carried out within the easement widths relating to that apparatus;

(b) apparatus on or above ground which would be physically affected by the relevant works;

(c) protected crossings where relevant works are to be carried out within 25 metres of the protected crossing concerned; and

(d) in relation to the exercise of an identified power, any apparatus in the protected land which would be affected by the exercise of that power;

"apparatus" means pipelines and cables and includes—

(a) any structure existing at the time when a particular action is to be taken under this Schedule in which apparatus is or is to be lodged or which will give access to apparatus;

(b) any cathodic protection, coating or special wrapping of the apparatus; and

(c) all ancillary apparatus properly appurtenant to the pipelines, that would be treated as being associated with a pipe or systems of pipes under section 65(2) of the Pipe-Lines Act 1962(a), as if the pipelines were a "pipe-line" in section 65(1) of that Act(**a**);

"construction access plan" means a plan identifying how access will be maintained to Pipelines and the protected crossings during the proposed construction or maintenance work including—

(a) any restrictions on general access by owners of the protected land and operators of the pipelines, including the timing of restrictions;

(b) any alternative accesses or routes of access that may be available to the undertaker using the access roads;

(c) details of how the needs and requirements of owners of the protected land and operators of the pipelines (including their needs and requirements in relation to any major works that they have notified to the other operators of the protected land as at the date when the plan is published) have been taken into account in preparing the plan;

(d) details of how uninterrupted and unimpeded emergency access with or without vehicles will be provided at all times for owners of the protected land and operators of the pipelines; and

(e) details of how reasonable access with or without vehicles will be retained or an alternative provided for owners of the protected land and operators of the pipelines to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the pipelines and protected crossings;

"construction or maintenance works" means any works to construct, maintain, or decommission the authorised development;

"damage" includes all damage to pipelines including in relation to a pipeline leakage and the weakening of the mechanical strength of a pipeline;

"easement width" means in respect of each pipeline the easement width shown on the conveyor route plans as adjusted if necessary (in respect of pipelines shown on the conveyor route plans) or added to (in respect of pipelines constructed after the date this Order is made) as a result of the pipeline survey;

"engineer" means an engineer appointed by an owner or operator of a pipeline for the purposes of this Order;

"major works" means works by any person requiring the closure, diversion or regulation of any access roads;

"operator" means any person who is responsible for the construction, operation, use, maintenance or renewal of any pipeline;

"owner" means—

(a) in relation to the pipeline corridor, any person—

(i) with an interest in a pipeline in the pipeline corridor;

(**a**) 1962 c.58 Section 65 was amended by Section 89(1) of, and paragraphs 1 and 2 of Schedule 2 to, the Energy Act 2011 (c.16) S.I.2000/1937 and S.I. 2011/2305.

(ii) with rights in, on, under or over the pipeline corridor in respect of a pipeline; or

(iii) with a pipeline or proposed pipeline in, on, under or over the pipeline corridor;

(b) in relation to the access roads, any person—

(i) with an interest in the access roads; or

(ii) with private rights of way on or over the access roads;

(c) in relation to the protected crossings, any person—

(i) with an interest in the protected crossings;

(ii) with rights in relation to the protected crossings; or

(iii) with pipelines in or comprising the protected crossings; and

(d) in relation to protected land means any person falling within paragraphs (a) to (c) above;

"pipelines" means the apparatus located in the pipeline corridor, or in or comprising a protected crossing at the time the pipeline survey is carried out or as may be added between the date of the pipeline survey and the commencement of works, providing that any such additions are notified to the undertaker as soon as reasonably practicable;

"pipeline corridor" means any land identified as the pipeline corridor pursuant to paragraph 3(1)(a);

"pipeline survey" means a survey of the pipeline corridor and the protected crossings to establish if not known—

(a) the precise location of the pipelines and the protected crossings;

(b) the specification of the pipelines and protected crossings including, where relevant, their composition, diameter, pressure and the products they are used to convey;

(c) any special requirements or conditions relating to the pipelines which differ from the requirements or conditions applying to standard pipelines of that type;

(d) the precise location of any easement widths or rights (where it is possible to establish this);

"protected crossings" means any crossings identified pursuant to paragraph 3(1)(a);

"protected land" means such parts of the Order land as fall within—

(a) the access roads;

(b) the pipeline corridor; or

(c) the protected crossings;

"relevant work" means a work which may have an effect on the operation, maintenance, abandonment of or access to any pipeline or a protected crossing;

"specified persons" means—

(a) the following—

(i) any such person that may be notified to the undertaker in writing; or

(b) where a person for whose benefit these protective provisions have effect is not mentioned in paragraph (a)—

(i) that person where the person is not an incorporated body;

(ii) the company secretary in relation to a company;

(iii) the designated partner in relation to a limited liability partnership; or

(iv) such other person as they may notify to the undertaker in writing;

"unknown rights" means rights which are—

(a) not known at the date of the Order; or

(b) identified as unknown in the book of reference, but not including any rights relating to pipelines (or access to pipelines) where a pipeline is shown on the pipeline survey;

"works details" means the following—

(a) a description of the proposed works together with plans and sections of the proposed works where such plans and sections are reasonably required to describe the works concerned or their location;

(b) details of any proposed temporary crossing points under paragraph 9;

(c) details of methods and locations of any piling proposed to be undertaken under paragraph 13;

(d) details of methods of excavation and any zones of influence the undertaker has calculated under paragraph 14;

(e) details of methods and locations of any compaction of backfill proposed to be undertaken under paragraph 15;

(f) details of the location of any pipelines affected by the oversailing provisions in paragraph 16, including details of the proposed clearance;

(g) details of the method location and extent of any dredging, a technical assessment of the likely effect of the dredging on the protected crossings and any mitigation measures which are proposed to be put in place to prevent damage to the protected crossings;

(h) details of the undertaker and their principal contractors' management of change procedures;

(i) the construction traffic management plan under Requirement 9 of Schedules 2A and 2B, which plan includes details of vehicle access routes for construction and operational traffic and which must assess the risk from vehicle movements and include safeguards to address identified risks;

(j) details of the electrical design of the authorised works in sufficient detail to allow an independent specialist to assess whether AC interference from the authorised development may cause damage to a protected pipeline;

(k) details (to include a dynamic analysis undertaken by the undertaker and provided to the pipeline operator) of the conveyor and conveyor support structure and the measures to be undertaken to ensure vibration does not impact on the pipeline;

(l) details of the lifting study during the construction phase, which must include a technical assessment of the protection of underground assets and which study must provide for individual lift plans;

(m) details of the lifting study during the operational phase, which must include a technical assessment of the protection of underground assets and which study must provide for individual lift plans;

(n) details of the means by which the entirety of a pipeline can be properly inspected and if necessary repaired during the construction and operation of the authorised development which must provide for an excavation to a depth of 0.6 metres below the pipeline and 2 metres either side of the centreline of the pipeline consistent with the relevant constructability notes;

(o) details of the emergency response plan as prepared in consultation with local emergency services and the pipeline operators;

(p) details of the assessment and monitoring work to be undertaken both prior to the construction of the authorised development and during the operation of the authorised development to ascertain any change or damage to a pipeline cathodic protection system and the proposed remedial works; and

(q) any further particulars provided in accordance with paragraph 3(2).

Pipeline survey

3.—(1) Before commencing any part of the authorised development in the pipeline corridor or which may affect a protected crossing the undertaker and the relevant owner must—

(a) agree the extent of the pipeline corridor and any relevant protected crossings;

(b) carry out and complete the pipeline survey; and

(c) comply with sub-paragraph (3) below.

(2) The pipeline survey must be undertaken by a surveyor who is a member of the Royal Institute of Chartered Surveyors with at least 10 years' experience of such surveys.

(3) When the pipeline survey has been completed the undertaker must serve a copy of the pipeline survey on the owners and operators of the pipelines and protected crossings and invite them to advise the undertaker within 28 days of receipt of the survey if they consider that the pipeline survey is incomplete or inaccurate and if so in what respect following which the undertaker must finalise its pipeline survey.

Authorisation of works details affecting pipelines or protected crossings

4.—(1) Before commencing any part of a relevant work the undertaker must submit to the owners and any operators of any affected asset the works details and obtain a written acknowledgement of receipt of those works details from the specified persons in relation to the affected asset concerned.

(2) The undertaker must as soon as reasonably practicable provide such further particulars as the owner or operator of any affected asset may, within 30 days from the receipt of the works details under sub-paragraph (1), reasonably require.

5. No part of a relevant work is to be commenced until one of the following conditions has been satisfied—

(a) the works details supplied in respect of that relevant work under paragraph 3 have been authorised by the owner and operator of all the affected assets; or

(b) the works details supplied in respect of that relevant work under paragraph 3 have been authorised by an expert under paragraph 6(3); or

(c) authorisation is deemed to have been given in accordance with paragraph 6(1).

6.—(1) Any authorisation by the owner or operator of an affected asset required under paragraph 4(a) must not be unreasonably withheld but may be given subject to such reasonable conditions as the owner or operator of the affected asset may require to be made for—

(a) the continuing safety and operation or viability of the affected asset; and

(b) the requirement for the owner and operator of the affected asset to have—

(i) uninterrupted and unimpeded emergency access with or without vehicles to the affected asset at all times; and

(ii) reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the affected asset.

(2) Where the owner or operator of a pipeline can reasonably demonstrate that the authorised development will significantly adversely affect the safety of that pipeline the owner or operator is entitled to withhold their authorisation until the undertaker can demonstrate to the reasonable satisfaction of the owner or operator that the authorised development will not significantly adversely affect the safety of that pipeline.

(3) The authorised development must be carried out in accordance with the works details authorised under paragraph 4 and any conditions imposed on the authorisation under paragraph 5(1).

(4) Where there has been a reference to an expert in accordance with paragraph 6(2) and the expert gives authorisation, the authorised development must be carried out in accordance with the authorisation and conditions contained in the award of the expert under paragraph 6(3).

7.—(1) In the event that—

(a) no response has been received to the submission of the works details under paragraph 3 within 45 days of the undertaker obtaining a written acknowledgment of receipt from a

specified person under paragraph 3(1) and no further particulars have been requested under paragraph 3(2); or

(b) authorisation has not been given within 30 days of the undertaker obtaining a written acknowledgment of receipt from a specified person of the further particulars supplied under paragraph 3(2), approval of the works details is to be deemed to be given and the relevant works may commence.

(2) In the event that—

(a) the undertaker considers that the owner or operator has unreasonably withheld its authorisation under paragraph 5(1); or

(b) the undertaker considers that an owner or operator has given its authorisation under paragraph 6(1) subject to unreasonable conditions, the undertaker may refer the matter to arbitration under paragraph 33.

(3) Where the matter is referred to an expert under paragraph 6(2) the arbitrator is to determine whether or not authorisation should be given and, if so, the conditions which should reasonably be attached to the authorisation under sub-paragraphs (a) and (b) of paragraph 5(1).

(4) Where the undertaker considers that the owner or operator of a pipeline has unreasonably withheld its authorisation under paragraph 5(2) then the matter may be referred to arbitration on the application of either party (after giving notice in writing to each other) appointed by the secretary of the United Kingdom Onshore Pipeline Association for determination under paragraph 33.

Notice of works

8. The undertaker must provide to the owner and operator of an affected asset a minimum of 28 days' notice prior to commencing any relevant work in order that an engineer can be made available to observe the relevant works and, when required, advise on the necessary safety precautions.

Further provisions about works

9.—(1) Before carrying out a relevant work the undertaker must—

(a) provide the owners and any operators of any affected asset with baseline data for any existing cathodic protection of the asset; and

(b) carry out a pipeline settlement and stress analysis to demonstrate any potential pipeline movement will not present an integrity risk to the affected asset.

(2) The pipelines must be located by hand digging prior to the use of mechanical excavation provided that any excavation outside of 2 metres of the centreline of a pipeline may be dug by mechanical means.

(3) The undertaker must engage an independent construction Quality Assurance Inspector to oversee pipeline critical construction activities during the construction phase.

10.—(1) Where temporary crossings for construction traffic are to be used, other than where the pipelines are under a carriageway of adequate standard of construction, then the crossing points must be suitably reinforced with sleepers or road plates or a specially constructed reinforced concrete raft or by installing a temporary bridge over the pipeline as necessary.

(2) Details of proposed temporary crossing points referred to in sub-paragraph (1) must be notified to the owner and operator of the pipeline in accordance with paragraph 3.

11. During construction, an area equivalent to the easement widths of the pipelines (taken from the actual location of the pipelines shown on the pipeline survey) must be fenced off using some form of visual indication such as netlon fencing or "heras" type fence panels. Suitable signage warning of the danger of live pipelines must be erected at a minimum distance of every 50 metres.

12. No explosives are to be used within the protected land.

13.—(1) There must be no lifting over any exposed sections of a pipeline or live or vulnerable plant containing hazardous substances or pressure energy.

(2) Any construction works above the buried sections of a pipeline require the protection of that pipeline.

(3) All piling within 1.5 metres of the centreline of a pipeline must be non-percussive, except that in the case of a pipeline all piling within 10 metres of the centreline of that pipeline must be non-percussive.

14.—(1) Where piling is required within 50 metres of the centreline of a pipeline or which could have an effect on the operation or maintenance of a pipeline or access to a pipeline, details of the proposed method for and location of the piling must be provided to the owner and operator of the relevant pipeline for approval in accordance with paragraph 3.

(2) Any proposed piling operations within—

(a) 10 metres either side of the centreline of a pipeline require the crown of the pipeline to be physically exposed, so its location can be confirmed with the asset operator or owner as appropriate and where within 2 metres of the centreline of that pipeline it must be exposed by hand digging only; and

(b) 5 metres either side of the centreline of a pipeline and, in addition to the obligations in paragraph 13(2)(a), require excavation to be carried out to a level below the depth of the pipeline, to ensure that no materials are present that could damage the pipeline if disturbed, in the presence of the asset owner or operator as appropriate.

(3) All excavations within 2 metres of the centreline of a pipeline must be hand dug.

15.—(1) Where excavation of trenches (including excavation by dredging) adjacent to a pipeline affects its support, the pipeline must be supported in a manner approved by the owner and operator of the relevant pipeline.

(2) Where the undertaker proposes to carry out excavations which might affect above ground structures such as pipeline supports in the pipeline corridor, the undertaker must calculate the zone of influence of those excavations and provide those calculations to the owner and operator of the pipeline under paragraph 3.

16.—(1) Where a trench is excavated across or parallel to the line of a pipeline, the backfill must be adequately compacted to prevent any settlement which could subsequently cause damage to the pipeline.

(2) Proposed methods and locations of compacting must be notified to the owner and operator of the pipeline in accordance with paragraph 3.

(3) Compaction testing must be carried out once back filling is completed to establish whether the backfill has been adequately compacted as referred to in sub-paragraph (1) and what further works may be necessary, and the results of such testing must be supplied to the owner and operator of the pipeline.

(4) Where it is shown by the testing under sub-paragraph (3) to be necessary, the undertaker must carry out further compaction testing under sub-paragraph (1) and sub-paragraphs (1), (2) and (3) continue to apply until such time as the backfill has been adequately compacted.

(5) In the event that it is necessary to provide permanent support to a pipeline which has been exposed over the length of the excavation before backfilling and reinstatement is carried out, the undertaker must pay to the owner or operator of the relevant pipeline a capitalised sum representing the increase of the costs (if any) which may be expected to be reasonably incurred in maintaining, working and, when necessary, renewing any such alterations or additions.

(6) In the event of a dispute as to—

(a) whether or not backfill has been adequately compacted under sub-paragraphs (1) to (4); or

(b) the amount of any payment under sub-paragraph (5), the undertaker or the owner or operator of the relevant pipeline may refer the matter to arbitration under paragraph 33.

17.—(1) A minimum clearance of 1500 millimetres must be maintained between any part of the authorised development and any affected asset (whether that part of the authorised development is parallel to or crosses the pipeline) unless otherwise agreed with the owner and operator of the affected asset.

(2) No manholes or chambers are to be built over or round the pipelines.

Monitoring for damage to pipelines

18.—(1) When carrying out the relevant work the undertaker must monitor the relevant affected assets to establish whether damage has occurred.

(2) Where any damage occurs to an affected asset as a result of the relevant work, the undertaker must immediately cease all work in the vicinity of the damage and must notify the owner and operator of the affected asset to enable repairs to be carried out to the reasonable satisfaction of the owner and operator of the affected asset.

(3) If damage has occurred to an affected asset as a result of relevant work the undertaker will, at the request and election of the owner or operator of the affected asset—

(a) afford the owner or operator of the affected asset all reasonable facilities to enable it to fully and properly repair and test the affected asset and pay to the owner or operator its costs incurred in doing so including the costs of testing the effectiveness of the repairs and cathodic protection and any further works or testing shown by that testing to be reasonably necessary; or

(b) fully and properly repair the affected asset as soon as reasonably practicable, in which case the repairs must be properly tested by the undertaker and be shown to the satisfaction of the owner or operator of the affected asset to have effectively repaired the affected asset before any backfilling takes place.

(4) Where testing has taken place under sub-paragraph (3)(b), the undertaker must (except where an owner or operator of the affected asset agrees otherwise in writing) provide it with a copy of the results of such testing prior to any backfilling.

(5) Following the completion of a relevant work if damage is found to have occurred to an affected asset as a result of the relevant work, sub-paragraphs (2) to (4) of this paragraph apply to that damage.

(6) In relation to the approved assessment and monitoring work to be undertaken both prior to the construction of the authorised development and during the operation of the authorised development to ascertain any change or damage to a pipeline cathodic protection system, the undertaker must undertake any necessary remedial work.

(7) In the event that the undertaker does not carry out necessary remedial work in a timely manner then the affected owner is entitled, but not obliged, to undertake the necessary remedial work and recover the cost of doing so from the undertaker.

19.—(1) If any damage occurs to a pipeline causing a leakage or escape from a pipeline, all work in the vicinity must cease and the owner and operator of the pipeline must be notified as soon as reasonably practicable.

(2) Where there is leakage or escape of gas, the undertaker must immediately—

(a) remove all personnel from the immediate vicinity of the leak;

(b) inform the owner and operator of the relevant pipeline;

(c) prevent any approach by the public, extinguish all naked flames and other sources of ignition for at least 350 metres from the leakage; and

(d) assist emergency services as may be requested.

Compliance with requirements, etc. applying to the protected land

20.—(1) Subject to sub-paragraph (2), in undertaking any works in relation to the protected land or exercising any rights relating to or affecting owners of the protected land, the undertaker must

comply with such conditions, requirements or regulations relating to health, safety, security and welfare as are operated in relation to access to or activities in the protected land.

(2) The undertaker is not bound by any condition, requirement or regulation that is—

(a) introduced after the date on which notice of the works was given under paragraph 7; or

(b) determined by the expert following a determination under paragraph 33 to unreasonably—

(i) create significant engineering, technical or programming difficulties; or

(ii) materially increase the cost of carrying out the works.

(3) Sub-paragraph (2) does not apply if the condition, requirement or regulation was introduced by way of legislation, direction or policy of the government, a relevant government agency, a local authority (exercising its public functions) or the police.

Access for construction and maintenance

21.—(1) Before carrying out any construction or maintenance works affecting access rights over the access roads, the undertaker must prepare a draft construction access plan and publicise and consult on the draft construction access plan with owners of the protected land operators of the pipelines and any owners and occupiers of any properties within the Order Limits whose access to their property is likely to be affected by those works.

(2) The undertaker must take account of the responses to any consultation referred to in subparagraph (1) before approving the construction access plan.

22.—(1) In preparing a construction access plan under paragraph 20 the undertaker must—

(a) establish the programme for major works in the pipeline corridor and plan the construction or maintenance works to prevent or (if such conflict cannot be reasonably prevented) to minimise any conflict between the construction or maintenance works and the programmed major works; and

(b) establish where an owner of the protected land or operator of a pipeline or any owners and occupiers of any properties within the Order Limits whose access to their property is likely to be affected by those works has a reasonable expectation to exercise access rights over particular access roads in respect of which rights are proposed to be restricted or extinguished, establish the purpose of that expectation and provide an alternative or replacement means of access whereby that expectation can be met.

(2) Where a reference is made to arbitration under paragraph 33 in relation to any disagreement about a construction access plan, the appointed expert must have regard to—

(a) whether major works were, at the date of the consultation already programmed to take place;

(b) the extent to which the authorised development can be accommodated simultaneously with the programmed major works;

(c) the usual practice in respect of conditions or requirements subject to which authorisation to close or divert the access roads is given by the owner of the access roads;

(d) the undertaker's programme in respect of the authorised development and the extent to which it is reasonable for it to carry out the authorised development at a different time;

(e) the availability (or non-availability) of other times during which the authorised development could be carried out;

(f) the programme in respect of the major works and the extent to which it is reasonable for the owner or operator to carry out the major works at a different time; and

(g) the financial consequences of the decision on the undertaker and on any owner and operator.

(3) In this paragraph, "programmed", in relation to works, means works in respect of which the owner of the access roads has been notified of the specific dates between which the works are programmed to be carried out provided that the period covered by such dates must be length of

time the works are programmed to be carried out and not a period within part of which the works are to be carried out.

23.—(1) No works affecting access rights over the access roads are to commence until 30 days after a copy of the approved construction access plan is served on the owners of the protected land and operators of pipelines.

(2) Where an owner of the protected land or an operator of a pipeline refers the construction access plan to an expert for determination under paragraph 33, no works affecting access rights over the access roads may commence until that determination has been provided.

(3) In carrying out construction or maintenance works the undertaker must at all times comply with the construction access plan.

Restriction on exercising powers

24.—(1) The undertaker must not in the exercise of the powers conferred by this Order acquire, appropriate, extinguish, suspend or override any rights in the protected land if the authorised development can reasonably and practicably be carried out without such acquisition, appropriation, extinguishment, suspension or override.

(2) The undertaker must in the exercise of the powers conferred by this Order at all times act so as to minimise, as far as reasonably practicable, any detrimental effects on owners of the protected land and operators of the pipelines, including any disruption to access and supplies of utilities and other services that are required by them in order to carry out their operations.

25.—(1) The undertaker must not exercise the powers conferred by article 22 (compulsory acquisition of rights) to acquire, appropriate, extinguish, suspend or override any rights in the protected land relating to the pipelines or access to pipelines except in relation to unknown rights.

(2) Regardless of sub-paragraph (1) the undertaker must not exercise the identified powers unless one of the following consents has been given—

(a) written consent by the owner of the protected land and the operator of any affected pipeline;

(b) consent through arbitration under paragraph 33; or

(c) deemed consent in accordance with sub-paragraph (7).

(3) Where an identified power provides for the undertaker to automatically extinguish or override a right or interest of an owner of the protected land, the restriction in sub-paragraph (2) is to operate so that the extinguishment or override of the right or interest does not apply unless the owner of the right or interest has given its consent or consent has been given by an expert appointed under paragraph 33 or is deemed to be given under sub-paragraph (7).

(4) Where a person's consent is required under sub-paragraph (2), that consent must not be unreasonably withheld.

(5) If the undertaker considers that consent has been unreasonably withheld, the undertaker may refer the request to arbitration under paragraph 33 for determination.

(6) If an owner of the protected land or operator of a pipeline fails to respond to a request for consent within 30 days of the undertaker obtaining a written acknowledgement of receipt of the request for consent from the specified person the undertaker may serve a further notice on that owner or operator (a "deeming notice").

(7) In the event that an owner of the protected land or operator of a pipeline fails to respond to a deeming notice within 10 working days from the date when a written acknowledgement of receipt of the deeming notice is obtained by the undertaker from the specified person, the consent of the owner of the protected land or operator of a pipeline as the case may be is deemed to be given.

(8) In this paragraph, "identified powers" means the powers conferred by the following—

(a) article 9 (street works);

(b) article 13 (temporary restriction of use of streets);

(c) article 14 (access to works);

(d) article 16 (discharge of water);

(e) article 17 (authority to survey and investigate the land);

(f) article 22 (compulsory acquisition of rights) in so far as the exercise of such powers is not excluded by paragraph 24 (1) and sub-paragraph (1);

(g) article 28 (rights under or over streets); and

(h) article 29 (temporary use of land for carrying out the authorised project).

Insurance

26.—(1) Before carrying out any part of the authorised development on the protected land, the undertaker must put in place a policy of insurance with a reputable insurer against its liabilities under paragraph 27 in accordance with the terms and level of cover notified under sub-paragraph (2) or, in the case of dispute, in accordance with the terms and level of cover determined by an expert under paragraph 33, and evidence of that insurance must be provided on request to owners of the protected land and operators of pipelines.

(2) Not less than 30 days before carrying out any part of the authorised development on the protected land or before proposing to change the terms of the insurance policy, the undertaker must notify the owners of the protected land and operators of pipelines of details of the terms of the insurance policy that it proposes to put in place, including the proposed level of the cover to be provided.

(3) The undertaker must maintain insurance in relation to the authorised development affecting owners of the protected land and operators of pipelines during the construction, operation, maintenance, repair and decommissioning of the authorised development in the terms and at the level of cover specified in sub-paragraph (2) or at such level as may otherwise be determined by an expert under paragraph 33.

27. If an owner of the protected land or operator of a pipeline has a dispute about the proposed insurance (including the terms or level of cover) to be provided under paragraph 25—

(a) the owner of the protected land or operator of a pipeline may refer the matter to an expert for determination under paragraph 33; and

(b) the undertaker may put in place an insurance policy it considers to be appropriate and continue with the authorised development at its own risk whilst the determination under paragraph 33 is complete, following which the undertaker must adjust the insurance policy if necessary to accord with the determination.

Costs

28.—(1) The undertaker must repay to owners of the protected land and operators of the pipelines all reasonable fees, costs, charges and expenses reasonably incurred by them in relation to these protective provisions in respect of—

(a) authorisation of survey details submitted by the undertaker under paragraph 2(3), authorisation of works details submitted by the undertaker under paragraph 3 and the imposition of conditions under paragraph 5;

(b) the engagement of an engineer and their observation of the authorised works affecting the pipelines and the provision of safety advice under paragraph 7;

(c) responding to the consultation on piling under paragraph 13;

(d) considering the effectiveness of any compacting which has taken place under paragraph 15, including considering and evaluating compacting testing results and the details of further compaction works under that paragraph;

(e) the repair and testing of a pipeline or protected crossing under paragraph 17;

(f) considering and responding to consultation in relation to the construction access plan under paragraph 20 and providing details of their programme for major works to the undertaker under paragraph 21;

(g) dealing with any request for consent or agreement by the undertaker under paragraph 24; and

(h) considering the adequacy of the terms and level of cover of any insurance policy proposed or put in place by the undertaker under paragraph 25, including the reasonable costs incurred by owners and operators in engaging and retaining such external experts, consultants and contractors as may be reasonably necessary to allow the owner or operator to carry out its functions under these protective provisions.

(2) The undertaker must indemnify and keep the owners of the protected land and operators of the pipelines indemnified against all reasonable costs, charges, damages and expenses, and against consequential loss and damage, which may be occasioned or reasonably incurred by the owners and operators—

(a) by reason of the construction, operation, maintenance, repair and decommissioning of the authorised development or the failure of it; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction, operation, maintenance, repair and decommissioning of the authorised development, and the fact that any act or thing may have been done by the owner of protected land or operator of a pipeline on behalf of the undertaker or in accordance with plans approved by or on behalf of the owner or operator or in accordance with any requirement of the engineer appointed by the owner or operator or under his supervision does not (if it was done without negligence on the part of the owner or operator or of any person in their employ or of its contactors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(3) An owner or operator must give the undertaker reasonable notice of any claim or demand under sub-paragraph (2) and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(4) An owner or operator must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Schedule.

(5) In the assessment of any sums payable to an owner or operator under this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by, or any agreement entered into by, the owner or operator if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

Further protection in relation to the exercise of powers under the Order

29. The undertaker must give written notice to the owners of the protected land and the operators of pipelines of the terms and level of cover of any guarantee or alternative form of security put in place under article 33 (funding) and any such notice must be given no later than 28 days before any such guarantee or alternative form of security is put in place specifying the date when the guarantee or alternative form of security comes into force.

30. The undertaker must give written notice to the owners of the protected land and the operators of pipelines if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 6 (benefit of the Order), and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

31. The undertaker must, when requested to do so by an owner of the protected land or an operator of a pipeline, provide it with a complete set of the documents submitted to and certified

by the Secretary of State in accordance with article 42 (certification of documents and plans etc.) in the form of a computer disc with read only memory.

32. The authorised development must be carried out in accordance with the methods and measures set out in the relevant constructability notes.

33. Prior to the commencement of the authorised development the undertaker must prepare an emergency response plan following consultation with the local emergency services and provide a copy of that plan to the owners of the protected land and the operators of the pipelines.

Arbitration

34. Any difference or dispute arising between the undertaker and operator or owner of a pipeline under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the relevant owner or operator, be determined by be referred to and settled by arbitration in accordance with article 46 (Arbitration).

PART 4

For the protection of National Grid

Application

1. The provisions of this Part have effect for the protection of National Grid unless otherwise agreed in writing between the undertaker and National Grid.

Interpretation

2.—(1) In this Part—

"1991 Act" means the New Roads and Street Works Act 1991;

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

"apparatus" means—

(a) electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid together with any replacement apparatus; and

(b) such other apparatus constructed pursuant to the Order that becomes operational apparatus of the undertaker for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

"commence" and "commencement" in this Part of this Schedule shall include any below ground surveys, monitoring, groundwork operations or the receipt and erection of construction plant and equipment;

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

"functions" includes powers and duties;

"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" include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid" means National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor company;

"National Grid connection works" means any part of Work Nos. 32A/B and 37A/B as described in Schedule 1 of this Order (authorised development);

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

"protective works" means works procedures which shall include but will not be limited to compliance with EN4-8 ("Development near overhead lines") and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines" and any other relevant guidance documents as may be issued or updated from time to time and any works including but not limited to the installation of protective measures; and

"specified works" means any of the authorised development or activities undertaken in association with the authorised development which—

(a) will or may be situated over, or within 15 metres measured in any direction of, any apparatus the removal of which has not been required by the undertaker under paragraph 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; or

(c) includes any of the activities that are referred to in National Grid's publication "Development near overhead lines" ENA 43-8 and HSE's guidance note 6 "Avoiding Danger from Overhead Lines" and HSE's guidance note HSG47 "Avoiding danger from underground services".

On Street Apparatus

3. Except for paragraphs 4 (apparatus of National Grid in streets subject to temporary stopping up), 9 (retained apparatus: protection of National Grid as electricity undertaker), 10 (expenses) and 11 (indemnity) of this Schedule, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus of National Grid in streets subject to temporary stopping up

4.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 13 (temporary restriction of use of streets), if National Grid has any apparatus in the street or accessed via that street National Grid is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to National Grid, or will procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding a temporary restriction under article 13 (temporary restriction of use of streets), National Grid is at liberty at all times to take all necessary access across any such street or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion is in that street.

Protective works to buildings

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

Acquisition of land

6.—(1) Regardless of any provision in this Order or anything shown on the land plan - onshore or contained in the book of reference, the undertaker may not (a) acquire or take temporary possession of any land interest or apparatus or (b) appropriate, acquire, extinguish or override any easement or other interest of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and 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 development

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

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

Removal of apparatus

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

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

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

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

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

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter may be referred to arbitration under paragraph 20 (arbitration) and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 46 (arbitration) applies.

Retained apparatus: protection of National Grid as Electricity Undertaker

9.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or which involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which they are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation and positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) an assessment of risks of rise of earth issues; and

(g) any intended maintenance regimes.

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

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of load bearing capacities of trench supporting structures;

(d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;

(f) written details of the operations and maintenance regime for the cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid's engineers; and

(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of at least 26 tonnes in weight.

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

(5) Any approval of National Grid required under sub-paragraph (4) -

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and

(b) must not be unreasonably withheld or delayed.

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

(7) Works executed under sub-paragraph (2) or (3) must only be executed in accordance with the plan submitted under sub-paragraph (1) or as relevant sub-paragraph (6) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (8) or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid is entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out either by itself or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid must give 56 days' notice of its requirement for such works from the date of submission of a plan in line with this paragraph (except in an emergency).

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

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

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

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

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

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines ENA 43-8 and the Health and Safety Executive's guidance note 6 "Avoiding danger from overhead power lines".

Expenses

10.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 60 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part.

(2) There will be deducted from any sum payable under sub-paragraph the value of any apparatus removed under the provisions of this Part 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—

(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 settled by arbitration in accordance with article 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph

would be payable to National Grid by virtue of sub-paragraph will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

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

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

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

Indemnity

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works (including without limitation works carried out by the undertaker under this Part 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 purpose of those works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

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

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

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

(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 National Grid, its officers, employees, contractors or agents;

(b) any authorised development or any other works authorised by this Part carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of this Order pursuant to section 156 of the 2008 Act or article 6 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus") any works yet to be executed and not falling within this sub-paragraph (b) are subject to the full terms of this Part including this paragraph in respect of such new apparatus; or

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

(4) National Grid must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme, without first consulting the undertaker and considering its representations.

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

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

Enactments and agreements

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

Co-operation

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

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

Access

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as required to enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under paragraphs 7(2), 7(4), and 8(1) any difference or dispute arising between the undertaker and National Grid under this Part must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 46 (arbitration).

Notices

16. The plans submitted to National Grid by the undertaker pursuant to this Part must be submitted to https://lsbud.co.uk/ or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 5

For the protection of National Gas Transmission PLC as Gas Undertaker

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas Transmission, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of the Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Gas Transmission and the transferee or grantee (as applicable); and

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

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

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 National Gas Transmission to enable National Gas Transmission to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any mains, pipes or other apparatus belonging to or maintained by National Gas Transmission for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas Transmission for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning as in article 2(1) of this Order (unless otherwise specified) and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

"commence" and "commencement" in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

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

"functions" includes powers and duties;

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

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Gas Transmission'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" include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Gas Transmission: construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Gas Transmission" for the purposes of this Part of this Schedule means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Network Code" means the network code prepared by National Gas Transmission pursuant to Standard Special Condition A11(3) of its Gas Transporter's Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas Transmission's Gas Transporters Licence, as both documents are amended from time to time;

"Network Code Claims" means any claim made against National Gas Transmission by any person or loss suffered by National Gas Transmission under the Network Code arising out of or in connection with any failure by National Gas Transmission to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised development or any costs or expenses incurred by National Gas Transmission as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which may arise as a result of the authorised development;

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

"protective works" means works or procedures which shall include but will not be limited to compliance with T/SP/SSW/22 ("Specification for safe working in the vicinity of National Gas Transmission's, High pressure Gas pipelines and associated installation requirements for third parties"), HSE's "HS(~G)47 Avoiding Danger from underground services" and any other relevant guidance documents as may be issued or updated from time to time and any works including but not limited to the installation of protective measures;

"specified works" means any of the works or activities undertaken in association with the authorised development which—

(a) will or could be situated on, over, under, or within 15 metres measured in any direction of any apparatus or involve embankment works within 15 metres of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;

(b) could in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; or

(c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Gas Transmission's policies for safe working in proximity to gas apparatus

"Specification for safe working in the vicinity of National Gas Transmission, High pressure Gas pipelines and associated installation requirements for third parties"); and

"undertaker" means the undertaker as defined in article 2(1) of this Order.

On Street Apparatus

3. Except for paragraphs 4 (apparatus of National Gas Transmission in stopped up streets), 9 (retained apparatus: protection), 10 (expenses) and 11 (indemnity) of this Schedule which apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Gas Transmission, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas Transmission are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Gas Transmission in stopped up streets

4.—(1) Where any street is stopped up under the Order, if National Gas Transmission has any apparatus in the street or accessed via that street National Gas Transmission has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Gas Transmission, or procure the granting to National Gas Transmission of, legal easements reasonably satisfactory to National Gas Transmission in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Gas Transmission to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 13 (Temporary restriction of use of streets), National Gas Transmission is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Gas Transmission.

Acquisition of land

6.—(1) Regardless of any provision in this Order or anything shown on the land plan - onshore or contained in the book of reference to the Order, the undertaker must not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish or override any easement, other interest or right or apparatus of National Gas Transmission otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such timeframe as otherwise agreed between National Gas Transmission and the undertaker) that is subject to the requirements of this Part of this Schedule that cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas Transmission or affect the provisions of any enactment or agreement regulating the relations between National Gas Transmission and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Gas Transmission reasonably requires enter into such deeds of consent upon such terms and conditions as are agreed between National Gas Transmission and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas Transmission unless otherwise agreed by National Gas Transmission, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds

and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

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

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

Removal of apparatus

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

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

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Gas Transmission may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Gas Transmission to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Gas Transmission than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter can be referred to arbitration in accordance with paragraph 15 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas Transmission as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Gas Transmission a plan and, if reasonably required by National Gas Transmission, a ground monitoring scheme in respect of those works.

(2) In relation to specified works, the plan to be submitted to National Gas Transmission 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 National Gas Transmission has given written approval of the plan so submitted.

(4) Any approval of National Gas Transmission required under sub-paragraph (2)—

(a) can be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (4) or (6); and,

(b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, National Gas Transmission Gas can require such modifications to be made to the plans as reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraphs (1) or (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (4), as approved or as amended from time to time by agreement between the undertaker and National Gas Transmission and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (4) or (6) by National Gas Transmission for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Gas Transmission will be entitled to watch and inspect the execution of those works.

(7) Where National Gas Transmission requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Gas Transmissions' satisfaction prior to the commencement of any specified works for which protective works are required and National Gas Transmission must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Gas Transmission in accordance with sub-paragraphs (4) or (6) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

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

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Gas Transmission notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances and comply with sub paragraph (10) at all times;

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with National Gas Transmission's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas Transmission, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that National Gas Transmission 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

10.—(1) Save where otherwise agreed in writing between National Gas Transmission and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas Transmission within 60 days of receipt of an itemised invoice or claim from National Gas Transmission all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Gas Transmission 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 are required in consequence of the execution of any authorised development including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Gas Transmission in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Gas Transmission as a consequence of National Gas Transmission;

  (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or

  (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas Transmission;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as is the case, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as is the case, the amount which apart from this sub-paragraph would be payable to National Gas Transmission by virtue of sub-paragraph (1) must be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs must be borne by the undertaker.

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

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

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

(5) Any amount which apart from this sub-paragraph would be payable to National Gas Transmission in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Gas Transmission 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 works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised development 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 development) or property of National Gas Transmission, or there is any interruption in any service provided, or in the supply of any goods, by National Gas Transmission, or National Gas Transmission becomes liable to pay any amount to any third party, the undertaker will—

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

(b) indemnify National Gas Transmission for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas Transmission, by reason or in consequence of any such damage or interruption or National Gas Transmission becoming liable to any third party and including Network Code Claims other than arising from any default of National Gas Transmission.

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

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

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

(b) any authorised development or any other works authorised by this Part of this Schedule carried out by National Gas Transmission as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 6 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised development yet to be executed and not falling within this sub-section 3(b) are to be subject to the full terms of this Part of this Schedule including this paragraph 11; or

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

(4) National Gas Transmission must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

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

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

Enactments and agreements

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

Co-operation

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

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

Access

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as required to enable National Gas Transmission to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under paragraph 7(2), 7(4) and 8(1) any difference or dispute arising between the undertaker and National Gas Transmission under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas Transmission, be determined by arbitration in accordance with article 46 (arbitration).

Notices

16. Notwithstanding article 43 (service of notices), any plans submitted to National Gas Transmission by the undertaker pursuant to paragraph 9 must be submitted to https://lsbud.co.uk/ or such other address as National Gas Transmission may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 6

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 the 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 or its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995);

"commence" has the same meaning as in article 2 (interpretation) of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms "commence" and "commencement" include operations for the purposes of intrusive archaeological or ecological investigations and investigations of the existing condition of the ground or of structures within 15 metres in any direction of Cadent's apparatus;

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

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by 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, will 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, proper and sufficient to 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 sub-paragraph 7(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise; or

(c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets); and

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

On Street Apparatus

3.—(1) Except for paragraphs 4 (apparatus of Cadent in stopped up streets), 7 (Removal of Apparatus) in so far as sub-paragraph 3(2) applies, 8 (Facilities and Rights for Alternative Apparatus) in so far as sub-paragraph 3(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) Paragraph 7 and 8 of this Part 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 9 (street works) or any other powers in the Order generally, section 85 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) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 13 (temporary restriction of use of streets), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway 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.

(2) The Protective Provisions in this Part of this Schedule apply and take precedence over article 31 (statutory undertakers) of the Order which shall not apply to Cadent.

Protective works to buildings

5.—(1) The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (which shall not be unreasonably withheld) 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, the undertaker must bear and pay on demand 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

notice of any claim or demand as aforesaid 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 plan - onshore 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 or apparatus of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph 6(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 or other legal or land interest of Cadent 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 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 or removal of apparatus including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent 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 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph 6(1).

(5) As a condition of an agreement between the parties in sub-paragraph 6(1) that involves de-commissioned apparatus being left in situ, the undertaker must accept a surrender of any existing easement 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 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 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to

in sub-paragraph (2) have been provided, to the satisfaction of Cadent and in accordance with sub-paragraph (2) to (5) inclusive.

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

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

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

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent 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 8(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 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Cadent has given written approval of the plan so submitted.

(4) Any approval of Cadent required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

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

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

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

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with the 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 will 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

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent within 30 days of receipt of notice 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 sub-paragraph 7(3) if it elects to do so; 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; or

(g) any watching brief pursuant to sub-paragraph 9(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to 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 7 years and 6 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 within 30 days of receipt of notice 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 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 of the Planning Act 2008 or article 6 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11.

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

13.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under sub-paragraph 7(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 9, 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, it must not be unreasonably withheld or delayed.

Access

14. If in consequence of the agreement reached in accordance with sub-paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under sub-paragraphs 7(2), 7(4), 8(1), 11(5) and paragraph 9 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 be referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the 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

16. The plans submitted to Cadent by the undertaker pursuant to sub-paragraph 9(1) must be sent to Cadent Gas Limited Plant protection by e-mail to plantprotection@cadentgas.com copied by e-mail to landservices@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

PART 7

For the protection of United Utilities Water Limited (UU Water)

Application

1. For the protection of UU Water the following provisions, unless otherwise agreed in writing between the undertaker and UU Water, have effect.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of UU Water to enable UU Water to fulfil its statutory functions in a manner which is materially no less efficient than previously;

"apparatus" means any treatment works, reservoirs, pumping stations, water mains, sewers, drains, sludge mains, disposal mains, pipes or any accessories (including those within the meaning of section 219 of the Water Industry Act 1991) vested in UU Water under the Water Industry Act 1991 and any preceding legislation or other apparatus belonging to or maintained by UU Water for the purposes of UU Water's undertaking at the date of this Order together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of UU Water for the purposes of UU Water'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 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;

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

"Estimate" means a reasonable estimate of the total reasonable and proper costs that UU Water expects to incur in respect of staff and orders or instructions that need to be given to UU Water's vendors in its supply chain or to third party organisations to obtain their consent in respect of the specified works and shall include a breakdown of these costs.

"facilities and rights" for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance activity, and any necessary rights of access;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by UU Water (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 conditions and vibration 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 and water supplies are to be monitored (including turbidity), the timescales of any monitoring activities and the extent of ground subsidence, dewatering and / or vibration which, if exceeded, shall require the undertaker to submit for UU Water's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence, ground dewatering or vibration identified by the monitoring activities set out in the ground monitoring scheme that has exceeded or reasonably has the potential to exceed 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;

"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;

"protective works" means any works that are reasonably necessary to protect UU Water's services to its customers and its apparatus from damage that may be caused by the carrying out, maintenance or use of the authorised development;

"rights" includes 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 development (including maintenance and notwithstanding the definition of "commence" in article 2 (interpretation) of this Order) including but not limited to any intrusive site preparation works, intrusive remediation works, intrusive surveys and investigations (including archaeological, utility or soil surveys), erection of temporary fencing requiring intrusive supports, intrusive marking out of site boundaries, diversion or laying of services or intrusive environmental mitigation measures and any such temporary access by HGVs or LGVs that may be required in association with these, and which—

(a) when involving a pipe up to and including 300mm in diameter, will or may be situated over, or within 3000mm measured in any direction of any apparatus, the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise;

(b) when involving a pipe exceeding 300mm in diameter, will or may be situated over, or within 5000mm measured in any direction of any apparatus the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise; or

(c) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise;

"UU Water" means United Utilities Water Limited (company number 02366678), registered office at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP and includes its successor as a water and sewerage undertaker within the meaning of the Water Industry Act 1991; and

"UU Water's undertaking" means the rights, duties and obligations of United Utilities Water Limited as a water and sewerage undertaker under the Water Industry Act 1991.

Apparatus of UU Water stopped up in street

3. Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 13 (temporary restriction of use of streets) UU Water will be at liberty, subject to 24 hours written notice being given to the undertaker prior to UU Water taking access, to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up or diversion was in that street.

Discharge of Water, foul and surface water

4.—(1) If the undertaker proposes to connect foul water to a public sewer operated by UU Water, the undertaker shall give to UU Water notice of the proposal, and within 42 days of the receipt by them of the notice, UU Water may refuse permission for the connection but only if it has reasonable grounds for doing so, or it may grant permission for the connection or alteration, subject to such reasonable conditions as it thinks fit acting reasonably. Any such permission may in particular specify the mode and point of connection.

(2) If the undertaker proposes to connect surface water to a public sewer operated by UU Water, the undertaker shall give to UU Water notice of the proposal, and within 42 days of the receipt by

them of the notice, UU Water may refuse permission for the connection, but only if it has reasonable grounds for doing so, or it may grant permission for the connection or alteration, subject to such reasonable conditions as it thinks fit acting reasonably. Any such permission may in particular specify the mode, the point of connection, the rate of discharge and the size of any attenuation necessary. UU Water shall be entitled to refuse any connection acting reasonably where the sustainable drainage system hierarchy for managing surface water has not been reasonably investigated and / or sustainable drainage has not been incorporated within the proposed surface water drainage to the satisfaction of UU Water.

(3) Where there are separate public sewers for foul water and surface water, UU Water may prohibit the discharge of foul water into the public sewer reserved for surface water, and prohibit the discharge of surface water into the public sewer reserved for foul water.

(4) Where UU Water has not granted or refused permission under this paragraph within 42 days from the receipt of notice of a proposal the permission shall be deemed to be granted.

(5) Nothing in this section entitles the undertaker to—

(a) discharge in to a public sewer (directly or indirectly), highway drainage, groundwater, trade effluent or any liquid or other matter, the discharge of which in to a public sewer is prohibited by or under any enactment; or

(b) have drains or sewers that communicate directly with a storm water overflow.

Protective works to buildings.

5. The undertaker must exercise the powers conferred by article 18 (protective work to buildings) so as not to obstruct the access to any apparatus without the written consent of UU Water (such consent not to be unreasonably withheld or delayed) 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 the view of its intended removal or abandonment) or property of UU Water or any interruption in the supply of water and the provision of sewerage services by UU Water, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred and documented by UU Water in making good such damage or restoring the supply; and, shall pay compensation to UU Water for any loss sustained by reason of any such damage or interruption.

Removal of apparatus

6.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 5, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed and any right of UU Water to maintain that apparatus in that land must not be extinguished or interfered with until alternative apparatus has been constructed, is in operation, and the facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of UU Water and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to UU Water advance written notice of not less than 30 days 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 UU Water reasonably needs to move or remove any of its apparatus) the undertaker must afford to UU Water to its reasonable satisfaction 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 UU Water 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 UU Water 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 UU Water in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in subparagraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, UU Water must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to 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 UU Water 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 position as may be agreed between UU Water and the undertaker, each acting reasonably.

(5) UU Water must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to UU Water of such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring in to 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

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for UU Water 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 UU Water, each acting reasonably, and must be no less favourable on the whole to UU Water than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by UU Water.

(2) If the facilities and rights to be afforded by the undertaker and agreed with UU Water under sub- paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to UU Water than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed, then the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 14 of this Part of this Schedule and the arbitrator must make such provision for the payment of reasonable compensation by the undertaker to UU Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of UU Water

8.—(1) Not less than 30 days before the commencement of any specified works the undertaker must submit to UU Water a plan and, if reasonably required by UU Water, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to UU Water 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, identified if necessary by survey or investigation works carried out with the prior agreement and to the reasonable satisfaction of UU Water;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until UU Water has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of UU Water given under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in subparagraph (5); and

(b) must not be unreasonably withheld or delayed and UU Water and any approval or refusal must be provided to the undertaker within 30 days of the date of submission of the plan under sub-paragraph (1). If no response is received within 30 days then then approval shall be deemed to have been given.

(5) UU Water may require protective works or such modifications to be made to the plan as may be reasonably necessary for the purpose of maintaining services to its customers, or securing its apparatus against interference or risk of damage, or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Specified works must only be executed in accordance with—

(a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and UU Water; and

(b) all conditions imposed under sub-paragraph (4)(a), and UU Water will be entitled to watch and inspect the execution of those works.

(7) Where UU Water reasonably requires any protective works or such modifications to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works or modifications, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to UU Water's reasonable satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which such protective works or modifications are required prior to commencement.

(8) If UU Water, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 6 to 7 and 9 to 11 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 30 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) As soon as is reasonably practicable after any ground subsidence event attributable to the authorised works (including such an event attributable to its maintenance)—

(a) the undertaker must implement an appropriate ground mitigation scheme; and

(b) UU Water retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such reasonable and documented costs in line with paragraph 9.

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to UU Water notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.

(12) In this paragraph, "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to life or property or the environment, and to any interruption of a supply of water provided to any premises and to any interruption of the provision of sewerage services to any premises.

Expenses

9.—(1) At the same time as any written notice is provided by UU Water in accordance with paragraph 8(8), UU Water shall also submit an Estimate to the undertaker.

(2) If the undertaker elects that it will proceed with the specified works it shall make an advance payment of the Estimate to UU Water no later than 28 days prior to the planned commencement of the specified works. The undertaker shall not commence the specified works until a minimum of 28 days of receipt by UU Water of the advance payment.

(3) If at any point UU Water's Estimate is forecast to be exceeded, UU Water shall submit an early warning notification and then a change request documenting all costs already incurred and forecast to be reasonably incurred and submit an updated Estimate to the undertaker no less than 28 days prior to the Estimate being reasonably expected to be exceeded. The undertaker shall make such additional payment required by the updated Estimate as soon as reasonably possible and in any event no later than 56 days after receipt of the updated Estimate.

(4) Subject to the following provisions of this paragraph, UU Water will retain an account of all its direct charges, costs and expenses reasonably incurred and documented by UU Water in the design, planning, inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus required as a direct result of the execution of any authorised works including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by UU Water in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including reasonable costs (including professional fees) incurred by UU Water as a consequence of UU Water—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3) if it elects to do so; or

(ii) exercising any compulsory purchase powers under this Order transferred to or benefitting UU Water;

(b) in connection with the cost of the carrying out of any necessary diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works, the provision of network contingency measures or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;

(g) any watching brief pursuant to sub-paragraph 8(6);

(h) in connection with an assessment of flood risk from UU Water apparatus (note above comment about whether this apparatus includes a reservoir);

(i) in connection with an assessment of the impact on a UU Water outfall; and

(j) any relevant charges in accordance with the charges scheme under the Water Industry Act 1991.

(5) UU Water shall give the undertaker regular actual and forecast cost updates at intervals to be agreed between UU Water and the undertaker, each acting reasonably.

(6) Within 90 days of completion of the specified works, UU Water shall reconcile its accounts with its supply chain and collate its internal costs and advise the undertaker of the final account position. Within 28 days of this final account, UU shall reimburse the undertaker of all remaining monies that were received as part of any advance payment arrangements. If the final account is above the Estimate, the undertaker will be required to pay UU Water within 28 days of submission of the final account.

(7) UU Water may in carrying out works, elect to place—

(a) alternative apparatus of a better type, or greater capacity or of greater dimensions in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions save where this has been solely due to using the nearest currently available type (or where it is more economical overall or there is no practical alternative to the relevant course of action, including where the same is mandated by UU Water's Standards); or

(b) existing or alternative apparatus at a depth greater than the depth at which the existing apparatus was situated save for where the requirement for a greater depth cannot reasonably be avoided, (a "Betterment").

(8) Where UU Water has elected to place apparatus which is assessed and agreed by UU Water as Betterment, the undertaker shall not be required to cover any additional cost associated with that Betterment. Any such assessment and decision by UU Water on whether such apparatus is Betterment or not shall always be made by UU Water acting reasonably.

Indemnity

10.—(1) If by reason of the authorised works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of UU Water, or there is any material interruption in any service provided, or in the supply of any goods by UU Water, or UU Water has to take action to protect the services to its customers, or UU Water elects to use its statutory powers, the undertaker must—

(a) bear and pay the cost reasonably and properly incurred by UU in making good such damage or restoring the supply or use of the UU Water's statutory powers; and

(b) make reasonable compensation to UU Water for any other direct expenses, loss, damages, penalty or costs suffered or incurred and documented by UU Water, by reason of any such damage or interruption or use of UU Water's statutory powers, provided always that UU Water makes all reasonable endeavours to mitigate any such expenses, losses, damages, penalties or costs.

(2) The fact that any act or thing may have been done by UU Water on behalf of the undertaker or in accordance with a plan approved by UU Water or in accordance with any requirement of UU Water or under its supervision does not, excuse the undertaker from liability under the provisions.

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

(4) Notwithstanding any paragraph or sub-paragraph of this Part of the Schedule, the undertaker shall under no circumstances be liable for any consequential loss or indirect loss suffered by UU Water.

Enactments and agreements

11. Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and UU Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

12.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or UU Water requires the removal of apparatus under paragraph 6(2) or UU Water makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of UU Water's undertaking, using

existing processes where requested by UU Water, provided it is appropriate to do so, and UU Water must use its reasonable endeavours to co-operate with the undertaker for that purpose.

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

(3) Where the undertaker identifies any apparatus which may belong to or be maintainable by UU Water but which does not appear on any statutory map kept for the purpose by UU Water, it shall inform UU Water of the existence and location of the apparatus as soon as is reasonably practicable.

(4) Where UU Water identifies any apparatus which may belong to others but which does not appear on any statutory map kept for the purpose by UU Water, it shall inform the undertaker of the existence and location of the apparatus as soon as is reasonably practicable.

(5) The undertaker shall notify UU Water of any hazardous material/contamination encountered in land involving UU apparatus or where sub-paragraphs (a), (b) and/or (c) of the definition of Specified Works applies. UU Water shall likewise notify the undertaker where it believes there is a risk that the undertaker may encounter hazardous material/contamination in such land.

Access

13. If in consequence of any agreement reached in accordance with paragraph 12(1) or the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker shall seek to provide such alternative rights and means of access to such apparatus, to the extent that provision of such rights and means of access is within the ability of the undertaker to grant, as will enable UU Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Any difference or dispute arising between the undertaker and UU Water under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and UU Water, be determined by arbitration in accordance with article 46 (arbitration).

Notices

15. Notwithstanding article 43 (service of notices) any plans submitted to UU Water by the undertaker must be sent via email to UU Water and sent to the General Counsel Department at UU Water's registered office or such other address as UU Water may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 8

For the protection of Network Rail

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Network Rail and, where paragraph 14 applies, any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part—

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail by the Secretary of State in exercise of powers under section 8 of the Railways Act 1993(**a**);

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, United Kingdom, SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006(**b**)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is or is to be situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

3.—(1) Where under this Part Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised project under this Order.

4.—(1) The undertaker must not exercise the powers conferred by—

(a) article 3 (development consent etc. granted by the Order);

(b) article 16 (discharge of water);

(**a**) 1993 c. 43.
(**b**) 2006 c. 46.

(c) article 17 (authority to survey and investigate the land);

(d) article 20 (compulsory acquisition of land);

(e) article 22 (compulsory acquisition of rights);

(f) article 24 (private rights);

(g) article 26 (acquisition of subsoil only);

(h) article 29 (temporary use of land for carrying out the authorised project);

(i) article 30 (temporary use of land for maintaining the authorised project);

(j) article 31 (statutory undertakers);

(k) article 35 (felling or lopping of trees and removal of hedgerows);

(l) article 36 (trees subject to tree preservation orders);

(m) the powers conferred by section 11(3) (power of entry) of the 1965 Act;

(n) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;

(o) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

(p) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections under 271 or 272 of the 1990 Act, article 31 (statutory undertakers) or article 24 (private rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

5.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 46 (arbitration).

(2) The approval of the engineer under sub-paragraph 5(1) must not be unreasonably withheld or delayed, and if after 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not communicated disapproval of those plans and the grounds of disapproval—

(a) the undertaker may serve on the engineer written notice requiring the engineer to communicate approval or disapproval within a further period of 28 days beginning with the date on which the engineer receives written notice from the undertaker; and

(b) if by the expiry of the further 28 days the engineer has not communicated approval or disapproval, the engineer is deemed to have approved the plans as supplied.

(3) If after the expiry of 28 days beginning with the date on which written notice was served on the engineer under sub-paragraph (1), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unreasonable delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's reasonable opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, decommissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and—

(a) such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker, in either case without unreasonable delay; and

(b) the undertaker must not commence the construction of the specified works in question until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic on it and the use by passengers of railway property.

(2) If any damage to railway property or any interference or obstruction referred to in sub-paragraph (1)(d) is caused by the carrying out of, or in consequence of, the construction of a specified work, the undertaker must, regardless of any approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its employees, contractors or agents or any liability on Network Rail with respect to any damage, costs, expenses or loss attributable to the negligence of the undertaker or its employees, contractors or agents.

7. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail must at all times afford reasonable facilities to the undertaker and its employees, contractors or agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe and efficient operation of the railway of Network Rail, such alterations or additions may be carried out by Network Rail.

(2) If Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations or additions which have been reasonably incurred by Network Rail.

(3) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work that in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, regardless of any approval of the specified work under paragraph 5(1), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(4) The engineer must, in respect of the sums referred to in this paragraph and paragraph 10, provide such details of the formula or method of calculation by which those sums have been calculated as the undertaker may reasonably require.

(5) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

10. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses agreed in advance with the undertaker and reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker under paragraph 5(3) or in constructing any protective works under paragraph 5(4);

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, guards and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the reasonable opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as to not adversely affect railway property.

12. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

13. Any additional expenses that Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the date on which this Order is made by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be paid by the undertaker to Network Rail.

14.—(1) The undertaker must—

(a) pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part which may be occasioned to or reasonably incurred by Network Rail—

(i) by reason of the construction or maintenance of a specified work or its failure;

(ii) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged on a specified work; or

(iii) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development; and

(b) indemnify Network Rail and keep Network Rail indemnified from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission.

(2) The fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision does not (if it was done without negligence on the part of Network Rail or its employees, contractors or agents) excuse the undertaker from any liability under this Part.

(3) Network Rail must give the undertaker reasonable written notice of any claim or demand made against Network Rail that the undertaker may be liable to pay under this Part and no settlement or compromise of such a claim or demand is to be made without the prior written consent of the undertaker.

(4) The sums payable by the undertaker under sub-paragraph (1) if relevant include a sum equivalent to the relevant costs.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (1) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (4) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that train operator under sub-paragraph (5).

(7) In this paragraph—

"relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

15. Network Rail must, on receipt of a request from the undertaker, provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part (including the amount of the relevant costs mentioned in paragraph (13) and with such information as may enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part (including any claim relating to those relevant costs).

16. In the assessment of any sums payable to Network Rail under this Part there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

17. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works plan or the land plan - onshore and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

18. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 of the Railways Act 1993.

19. The undertaker must give written notice to Network Rail where any application is proposed to be made by the undertaker for the Secretary of State's consent under article 6 (benefit of the Order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

20. The undertaker must, no later than 28 days from the date that the documents referred to in article 42 (certification of documents and plans etc.) are certified by the Secretary of State, provide a set of those documents to Network Rail in an electronic format.

21. Any difference or dispute arising between the undertaker and Network Rail under this Part must, unless otherwise agreed in writing between the undertaker and Network Rail, be determined by arbitration in accordance with article 46 (arbitration).

PART 9

For the protection of the Environment Agency

1.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this part of this Schedule—

"Agency" means the Environment Agency;

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is construed accordingly;

"drainage work" means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other

structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

"fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" has the same meaning given in section 113 of the Water Resources Act 1991;

"plans" includes sections, drawings, specifications, calculations and method statements;

"remote defence" means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

"sea defence" means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences of the Agency's area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within;

(a) 16 metres of the base of a sea defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence, or

(ii) interfere with the Agency's access to or along that sea defence;

(b) 8 metres of the base of a remote defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

(ii) interfere with the Agency's access to or along that remote defence;

(c) 8 metres of a drainage work or is otherwise likely to—

(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(ii) affect the flow, purity or quality of water in any watercourse or other surface waters

(iii) cause obstruction to the free passage of fish or damage to any fishery;

(iv) affect the conservation, distribution or use of water resources; or

(v) affect the conservation value of the main river and habitats in its immediate vicinity;

or which involves—

(d) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and

(e) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work

"watercourse" includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

Submission and approval of plans

2.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 12.

(3) Any approval of the Agency required under this paragraph—

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

(b) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or in the discharge of its environmental duties.

(4) The Agency must respond to the submission of any plans before the expiration of 2 months if the submission of the plans or such other time period as id agreed between the parties.

(5) In the case of a refusal, if requested to do so the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

3. Without limiting paragraph 2 the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are agreed with the undertaker to be reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 14 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Schedule

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

(2) Subject to sub-paragraph (3) if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (1) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency

may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In the event of any dispute as to whether sub-paragraph (1) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (2) until the dispute has been finally determined in accordance with paragraph 12.

Maintenance of works

6.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

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

(3) Subject to sub-paragraph (5) if, within a reasonable period, being not less than 56 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 12.

(6) This paragraph does not apply to—

(a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and

(b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

7. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

8. If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

Free passage of fish

9.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) If within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery and such time period being not less than 56 days, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

10. The undertaker indemnifies the Agency in respect of all direct costs, charges and expenses which the Agency may reasonably and properly incur —

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

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

11.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands directly incurred and not otherwise provided for in this Schedule which may be reasonably and properly incurred or suffered by the Agency by reason of, or arising out of—

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

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

(a) "costs" includes—

(i) expenses and charges;

(ii) staff costs and overheads; or

(iii) legal costs;

which have been reasonably and properly incurred by the Agency.

(b) "losses" includes physical damage. For the avoidance of doubt, "losses" does not include any indirect or consequential loss.

(c) "claims" and "demands" include as applicable—

(i) costs (within the meaning of sub-paragraph (2(i)) incurred in connection with any claim or demand; and

(ii) any interest element of sums claimed or demanded;

(d) "liabilities" includes—

(i) contractual liabilities;

(ii) tortious liabilities (including liabilities for negligence or nuisance);

(iii) liabilities to pay statutory compensation or for breach of statutory duty; and

(iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

12. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 46 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 10

For the protection of Lead Local Flood Authority

1. The following provisions of this Part of this Schedule apply whilst any part of the authorised project is being constructed for the protection of the lead local flood authority unless otherwise agreed in writing between the undertaker and the lead local flood authority.

2. In this Part of this Schedule —

"construction" includes execution, placing, altering, replacing, relaying, removing and excavation and "construct" and "constructed" are to be construed accordingly;

"drainage work" means any watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

"lead local flood authority" means Lancashire County Council or any successor in function as lead local flood authority or equivalent body;

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

"plans" includes sections, drawings, specifications, and method statements; and

"specified work" means any works or operation authorised by this Order as is in, on, under, over or within 8 metres of a drainage work or ordinary watercourse or is otherwise likely to—

(a) affect any ordinary watercourse, or drainage work

(b) affect the total volume or volumetric rate of flow of water in or flowing to or from any ordinary watercourse or drainage work; and

(c) affect the conservation, distribution or use of water resources.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the lead local flood authority plans of the specified work and such further particulars available to it as the lead local flood authority may within 14 days, unless otherwise agreed, of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved pursuant to sub-paragraph (3), or determined under paragraph 6 of this Part of this Schedule.

(3) Any request for approval or refusal of the lead local flood authority under this paragraph 3—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been approved if it is neither approved nor refused within 28 days of the receipt of the plans for approval;

(c) in the case of a refusal, must be accompanied by a statement of the grounds of refusal; and

(d) may be given subject to such reasonable requirements as the lead local flood authority may make for the protection of any ordinary watercourse.

(4) Each time the lead local flood authority requests further information from the undertaker, the time period in sub-paragraph (3)(b) will begin to run again from receipt of the information by the lead local flood authority, save that the time period will be reduced to 7 days.

4.—(1) Without limitation on the scope of paragraph 3 of this Part of this Schedule, but subject always to the provisions of that paragraph as to reasonableness, the requirements which the lead local flood authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, within the Order limits whether temporary or permanent, before or during the construction of the specified works (including the provision of walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that the risk of flooding is not otherwise increased, by reason of the specified work.

(2) Subject to sub-paragraph (3), any specified work, and all protective works required by the lead local flood authority under this paragraph 4, must be constructed without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule.

(3) The undertaker must give to the lead local flood authority not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than14 days after the date on which it is completed.

(4) If any part of a specified work or any protective work required by the lead local flood authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the lead local flood authority may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the

undertaker so elects and the lead local 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 required, to restore the site to its former condition to such extent and within such limits as the lead local flood authority reasonably requires.

(5) Subject to sub-paragraph (6) if, within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the lead local flood authority may execute the works specified in the notice and any expenditure reasonably incurred by the lead local 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 lead local flood authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 6 of this Part of this Schedule.

5.—(1) The undertaker must make reasonable compensation for costs, charges and expenses which the lead local flood authority may reasonably and properly incur—

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

(b) in inspecting the construction of the specified work or any protective works required by the lead local flood authority under this Part of this Schedule; and

(c) in carrying out any surveys or tests by the lead local flood authority which are reasonably required in connection with the construction of the specified work.

(2) Within 90 days of completion of the specified works, the lead local flood authority shall reconcile its accounts with its supply chain and collate its internal costs and advise the undertaker of the final account position. Within 28 days of this final account, the lead local flood authority shall reimburse the undertaker of all remaining monies that were received as part of any advance payment arrangements.

6.—(1) The undertaker must make reasonable compensation for liabilities, costs and direct losses which may be reasonably incurred or suffered by the lead local flood authority by reason of—

(a) the construction of any specified works comprised within any work or operation or any associated maintenance authorised by this Order; or

(b) any act or omission of the undertaker, its employees, contractors, or agents or others while engaged upon the construction of any work or operation or any associated maintenance authorised by this Order.

(2) The lead local flood authority must give to the undertaker reasonable notice of any such claim or demand and afford the undertaker the opportunity to take conduct of such claims and demands.

(3) The undertaker may at its own expense and if it elects to do so, conduct all negotiations for the settlement of any such claim and have conduct of any litigation that may arise therefrom.

(4) The lead local flood authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) The lead local flood authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or losses.

(6) The lead local flood authority will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and it entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the lead local flood authority, or to its

satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from, any liability under this Part of this Schedule.

(8) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any liabilities, costs or losses attributable to the neglect or default of the lead local flood authority, its officers, servants, contractors or agents.

7. Any dispute arising between the undertaker and the lead local flood authority under this Part of this Schedule is to be determined by arbitration under article 46 (Arbitration).

PART 11

For the protection of SP Manweb as electricity undertaker

Application

1. The following provisions have effect for the protection of SP Manweb unless otherwise agreed in writing between the undertaker and SP Manweb.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to enable SP Manweb to fulfil its statutory functions in a manner no less efficient than previously (to the reasonable satisfaction of SP Manweb);

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

"authorised development" 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 development and construction of any works authorised by this Part of this Schedule;

"commence" has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning;

"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;

"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" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SP Manweb including construct, use, repair, alter, inspect, renew or remove the apparatus;

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

"SP Manweb" means SP Manweb PLC (Company No. 02366937) whose registered office is at 3 Prenton Way, Prenton, CH43 3ET or any successor company; and

"specified works" means any of the authorised development or activities undertaken in association with the authorised development which:

(a) will or may be situated over, under or within 15 metres (measured in any direction) of any apparatus the removal of which has not been required by the undertaker under paragraph 5(2) or otherwise;

(b) is reasonably likely to adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 5(2) or otherwise; and/or

(c) include any of the activities that are referred to in SP Manweb's polices for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines", and guidance note 47 "Avoiding Danger from Underground Services".

On Street Apparatus

3. Except for paragraphs 7, 8 and 9 of this Part 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 SP Manweb, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SP Manweb are regulated by the provisions of Part 3 of the 1991 Act.

Acquisition of land

4.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire or take temporary possession of any land interest of SP Manweb or appropriate, acquire, extinguish, interfere with or override any easement or other interest or right and/or apparatus of SP Manweb otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between SP Manweb 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 SP Manweb and/or affects the provisions of any enactment or agreement regulating the relations between SP Manweb and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SP Manweb reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between SP Manweb and the undertaker acting reasonably and which must be no less favourable on the whole to SP Manweb unless otherwise agreed by SP Manweb, 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 development.

(3) 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 SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

(4) No agreement or consent granted by SP Manweb under any other paragraph of this Part of this Schedule constitutes agreement under sub-paragraph (1).

Removal of apparatus

5.—(1) If, in the exercise of the agreement reached in accordance with paragraph 4 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 removed under this Part of this Schedule and any right of SP Manweb to maintain that apparatus in that land must not be extinguished until alternative

apparatus has been constructed, and is in operation to the reasonable satisfaction of SP Manweb in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any specified 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 SP Manweb at least 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SP Manweb reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to SP Manweb to its satisfaction (taking into account paragraph 6(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the use and maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SP Manweb must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of 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 SP Manweb and the undertaker.

(5) SP Manweb must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SP Manweb of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) 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 SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with SP Manweb 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 SP Manweb than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 13 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SP Manweb as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 46 (arbitration) applies.

Retained apparatus: Protection of SP Manweb as Electricity Undertaker

7.—(1) Not less than 56 days before the commencement of any specified works the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to SP Manweb a plan of the works to be executed and seek from SP Manweb details of the underground extent of their electricity tower foundations.

(2) In relation to specified works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to SP Manweb under sub-paragraph (1) must include a method statement which, as far as is relevant, is consistent with the with the outline code of construction practice or as subsequently updated and approved and provided by the undertaker to SP Manweb and show and describe—

(a) the exact position of the specified works;

(b) the level at which the specified works are proposed to be constructed or renewed;

(c) the manner of their construction or renewal;

(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) In relation to any specified works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity supports or 15m for 132kV apparatus or between any two or more adjacent electricity supports which are within the Order limits or within 10 metres of the Order limits, the plan to be submitted under sub-paragraph (1) must include a method statement which, in addition to the matters set out in sub-paragraph (2), must—

(a) describe details of any cable trench design including route, dimensions, clearance to support foundations;

(b) demonstrate that support foundations will not be affected prior to, during and post construction;

(c) describe load bearing capacities of trench supporting structures;

(d) describe details of cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) provide a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;

(f) provide written details of the operations and maintenance regime for the cable, including frequency and method of access;

(g) provide an assessment of earth rise potential if reasonably required by SP Manweb's engineers; and

(h) provide evidence that trench collapse resistance and supporting structures bearing capacity are to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works to which sub-paragraph (2) or (3) applies until SP Manweb has given written approval of the plan so submitted provided that SP Manweb must not unreasonably delay notification of its approval or disapproval.

(5) Any approval of SP Manweb required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (7) or (9); and

(b) must not be unreasonably withheld or delayed.

(6) If after the expiry of 56 days from the date of submission of a plan pursuant to sub-paragraph (1) SP Manweb has not communicated approval or disapproval, SP Manweb is deemed to have approved the plans as supplied.

(7) In relation to any work requiring the submission of a plan under sub-paragraph (1), SP Manweb may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus and SP Manweb must notify the undertaker of such modifications within a period of 56 days beginning with the date on which the plan required under sub-paragraph (1) has been submitted to SP Manweb.

(8) Works requiring the submission of a plan under sub-paragraph (1) must only be executed in accordance with the plan as approved or as amended from time to time by agreement between the undertaker and SP Manweb and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) or (9) by SP Manweb for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and SP Manweb will be entitled to watch and inspect the execution of those works.

(9) Where SP Manweb reasonably 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 SP Manweb's reasonable satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and SP Manweb must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (1) (except in an emergency).

(10) If SP Manweb in accordance with sub-paragraphs (7) or (9) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (7) to (9) apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(11) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph must apply to and in respect of the new plan.

(12) The undertaker must 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 the SP Manweb notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (7), (8) and (9) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (13) at all times.

(13) At all times when carrying out any works authorised under the Order, the undertaker must comply with statutory requirements and guidelines for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines" in relation to any apparatus and aligning with SP Manweb guidelines.

Expenses

8.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SP Manweb within 30 days of receipt of notice all reasonable charges, costs and expenses reasonably incurred by SP Manweb in direct consequence of the execution of any authorised development including without limitation in respect of—

(a) any costs reasonably incurred by or compensation properly paid by SP Manweb in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by SP Manweb as a consequence of SP Manweb—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 5(3); and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SP Manweb;

(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 (including any temporary protective works and their removal);

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to SP Manweb by virtue of sub-paragraph (1) will be reduced by the amount of that excess

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

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

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

(5) An amount which apart from this sub-paragraph would be payable to SP Manweb in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on SP Manweb 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

9.—(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 or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of SP Manweb, or if there is any interruption in any service provided, or in the supply of any goods by SP Manweb, or SP Manweb becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay within 30 days of receipt of notice the cost reasonably and properly incurred by SP Manweb in making good such damage or restoring the supply; and

(b) indemnify SP Manweb for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from SP Manweb, by reason or in consequence of any such damage or interruption or SP Manweb becoming liable to any third party as aforesaid other than arising from any default of SP Manweb,

provided that at all times SP Manweb will be under an obligation to take reasonable steps to mitigate its loss.

(2) The fact that any act or thing may have been done by SP Manweb on behalf of the undertaker or in accordance with a plan approved by SP Manweb or in accordance with any requirement of SP Manweb as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph unless SP Manweb fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan (or as otherwise agreed between the undertaker and SP Manweb pursuant to paragraph 8).

(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 SP Manweb, its officers, employees, contractors or agents;

(b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by SP Manweb as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 6 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised development 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 in respect of such new apparatus; and / or

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

(4) SP Manweb must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representations.

Enactments and agreements

10. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SP Manweb and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and SP Manweb in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

11.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or SP Manweb requires the removal of apparatus under paragraph 5(2) or SP Manweb makes requirements for the protection or alteration of apparatus under paragraph 7, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of SP Manweb's undertaking and SP Manweb must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SP Manweb'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 SP Manweb is required, it must not be unreasonably withheld or delayed.

Access

12. If in consequence of the agreement reached in accordance with paragraph 4(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable SP Manweb to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

13. Save for differences or disputes arising under paragraphs 5(1), 5(2), 5(4) and 7 any difference or dispute arising between the undertaker and SP Manweb under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SP Manweb, be determined by arbitration in accordance with article 46 (arbitration).

PART 12

For the protection of the Canal ~~and~~& River Trust

Interpretation

1.—(1) For the protection of the Canal & River Trust the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the Canal & River Trust.

(2) In this Part of this Schedule—

~~"Canal & River Trust's network" means the Canal & River Trust's network of waterways;~~

"authorised project" has the same meaning as given to the term in article 2 (Interpretation) of the Order;

"bank holiday" means Christmas Day, Good Friday, New Year's Day, the First Monday in May and any other bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971;

"business day" means a day other than a Saturday or Sunday or a bank holiday in England and Wales;

"Code of Practice" means the Code of Practice for Works Affecting the Canal & River Trust (April 2024~~4~~5) or any updates or amendments thereto;

"construction", in relation to any specified work or protective work, includes—

(a) the execution and placing of that work; and

(b) any relaying, renewal, or maintenance of that work; and "construct" and "constructed" have corresponding meanings;

"Canal & River Trust's network" means the Canal & River Trust's network of waterways;

"detriment" means any ~~material~~ damage to the waterway or any other property of the Canal & River Trust caused by the presence of the authorised project and, without prejudice to the generality of that meaning, includes—

(a) any obstruction of, or interference with, or hindrance or danger to, navigation or to any use of the waterway (including towing paths);

(b) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;

(c) the deposit of materials or the siltation of the waterway so as to damage the waterway;

(d) the pollution of the waterway;

(e) any significant alteration in the water level of the waterway, or significant interference with the supply of water thereto, or drainage of water therefrom;

(f) any ~~material~~ harm to the ecology of the waterway; and

(g) any ~~material~~ interference with the exercise by any person of any lawful rights over Canal & River Trust's network;

"the engineer" means an engineer appointed by the Canal & River Trust for the purpose in question;

"plans" includes navigational risk assessments, sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

"practical completion" means practical completion of all of the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expression "practically complete" and "practically completed" is to be construed accordingly;

"protective work" means a work constructed under paragraph 3 below, (approval of plans, protective works etc.), subparagraph (4)(a);

"specified work" means so much of the authorised project as is, may be, or takes place in, on, under or over the surface of land below the water level forming part of the waterway; or may affect the waterway or any function of the Trust, including any projection over the waterway by any authorised work or any plant or machinery; ~~and~~

"the waterway" means each and every part of the Ribble Link within the Order limits and includes any works, lands or premises belonging to the Canal & River Trust, or under its management or control, and held or used by the Canal & River Trust in connection with its statutory functions.

(3) Where the Code of Practice applies to any works or matters that are part of the authorised project or ~~any work~~ that form~~s~~ part of the protective works and there is an inconsistency between these protective provisions and the Code of Practice, the part of the Code of Practice that is inconsistent with these protective provisions will not apply and these protective provisions will apply. The undertaker will identify and agree with the Canal & River Trust those parts of the Code of Practice which are not applicable to the construction of the specified works and for the avoidance of doubt the undertaker will not be required to comply with those agreed parts of the Code of Practice.

Powers requiring the Canal & River Trust's consent

2.—(1) The undertaker must not in the exercise of the powers conferred by this Order obstruct or interfere with pedestrian or vehicular access to the waterway unless such obstruction or interference with such access is with the consent of the Canal & River Trust.

(2) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article 16 (discharge of water) or in any way interfere with the supply of water to or the drainage of water from the waterway unless such exercise is with the consent of the Canal & River Trust~~, save as to surface water discharge which will not require the consent of the Canal & River Trust.~~.

(3) The undertaker must not exercise the powers conferred by article 17 (authority to survey and investigate the land) or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of the Canal & River Trust.

(4) The undertaker must not exercise any power conferred by article 29 (temporary use of land for carrying out the authorised project) or article 30 (temporary use of land for maintaining the authorised project) in respect of the waterway unless such exercise is with the consent of the Canal & River Trust.

(5) The undertaker must not exercise any power conferred by article 20 (compulsory acquisition of land), article 22 (compulsory acquisition of rights), article 26 (acquisition of subsoil only) or

article 31 (statutory undertakers) in respect of the Canal & River Trust's interests in the waterway unless such exercise is with the consent of the Canal & River Trust.

(6) The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (5) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this Part of this Schedule or any requirement or condition contained in Schedule 2A (Requirements – Project A) or Schedule 2B (Requirements – Project B) and Part 2 of Schedule ~~15~~16 (conditions of Marine Licence 3) or Part 2 of Schedule ~~16~~17 (conditions of Marine Licence 4) to this Order.

(7) The undertaker must not under the powers of this Order do anything which would directly result in the waterway being incapable of being used or maintained or which would affect the safe operation of the Canal & River Trust's network, in the Canal & River Trust's reasonable opinion.

Approval of plans, protective works etc.

3.—(1) The undertaker must before commencing construction of any specified work including any temporary works supply to the Canal & River Trust proper and sufficient plans of that work, on the Canal & River Trust forms as detailed at Part 3 of the Code of Practice, having regard to the Code of Practice and such further particulars available to it as the Canal & River Trust may within 15 ~~working~~business days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of a specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 25 ~~working~~business days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by the Canal & River Trust the engineer has not intimated disapproval of those plans and the grounds of disapproval, the engineer is deemed to have approved the plans as submitted.

(3) An approval of the engineer under this paragraph 3 is not deemed to have been unreasonably withheld if approval within the time limited by sub-paragraph (2) has not been given pending the outcome of any consultation on the approval in question that the Canal & River Trust is obliged to carry out in the proper exercise of its functions, provided prior written notice of such consultation has been provided by the Canal & River Trust to the undertaker.

(4) When signifying approval of the plans the engineer may specify on land held or controlled by the Canal & River Trust or the undertaker and subject to such works being authorised by this Order or being development permitted by an Act of Parliament or general development order made under the 1990 Act—

(a) any protective work (whether temporary or permanent) which in the reasonable opinion of the engineer should be carried out before the commencement of a specified work to prevent detriment; and

(b) such other requirements as may be reasonably necessary to prevent detriment~~.~~;

and such protective works must be constructed by the undertaker or by the Canal & River Trust at the undertaker's request with all reasonable dispatch and the undertaker must not commence the construction of a specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction such consent not to be unreasonably withheld or delayed~~ and no later than 10 Working Days from the completion of protective works~~.

(5) The withholding of an approval of the engineer under this paragraph 3 will be deemed to be unreasonable if it would prevent the undertaker from complying with any condition contained in Schedule 2A (Requirements – Project A) or Schedule 2B (Requirements – Project B) ~~[or Part 2 of Schedule 15 (conditions of Marine Licence 3~~ or Part 2 of Schedule 16 (conditions of Marine Licence 3) or Part 2 of Schedule 17 (conditions of Marine Licence 4~~)]~~) to this Order.

(6) Subject to (7) the undertaker and the Canal & River Trust will agree a capitalised sum (derived from and in accordance with paragraph 17) to be paid by the undertaker which represents

any reasonably increased and additional cost of maintaining and, when necessary, renewing any works, including any permanent protective works provided under sub-paragraph (4) above, and of carrying out any additional dredging of the waterway reasonably necessitated by the exercise of any of the powers under this Order but if the cost of maintaining the waterway, or of works of renewal of the waterway, is reduced in consequence of any such works, a capitalised sum representing such reasonable saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

(7) The capitalised sum referred to under (6), is to be based on a schedule of increased and additional costs, which has been approved by the undertaker, such approval not to be unreasonably delayed or withheld.

(8) In the event that the undertaker fails to complete the construction of, or part of, the specified work by the end of the construction period for the stage within which the specified work is included, the Canal & River Trust may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that specified work be completed. Any notice served under this sub-paragraph must state the works that are to be completed by the undertaker and lay out a reasonable timetable for the works' completion. If the undertaker fails to take steps to comply with this notice within 35 ~~working~~business days, the Canal & River Trust may construct any of the specified works, or part of such works, (together with any adjoining works) in order to complete the construction of, or part of, the specified works or make such works and the undertaker must reimburse the Canal & River Trust all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Design of works

4.—(1) Without prejudice to its obligations under the foregoing provisions of this Part of this Schedule the undertaker must consult, collaborate and respond constructively to any reasonable approach, suggestion, proposal or initiative made by the Canal & River Trust on—

~~(1)~~(a) the design and appearance of the specified works;

~~(2)~~(b) the environmental effects of those works; and must have regard to such views as may be expressed by the Canal & River Trust in response to such consultation pursuant in particular to the requirements imposed on the Canal & River Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995 and to the interest of the Canal & River Trust in preserving and enhancing the environment of its waterways; and

~~(3)~~(c) amendments or alterations to the ~~surface water~~ detailed code(s) of construction practice, including the detailed dust management plan~~,~~(s), detailed pollution prevention plan(s), detailed construction noise & vibration management plan(s), detailed surface water and groundwater management plan(s), detailed bentonite breakout plan ~~and~~ (s) and detailed landscape management plan(s), detailed ecological management plan(s) (as may be approved pursuant to Schedule 2A or Schedule 2B of the Order) in respect of a specified work or a protective work or otherwise in connection with the waterway.

(2) Where relevant amendments or alterations are made to the plans under paragraph 4(1)(c), the undertaker must notify the Canal & River Trust, who will then provide any suggestions, proposals or initiatives within 15 business days of such notification.

Fencing

5. Where so required by the engineer acting reasonably the undertaker must, to the reasonable satisfaction of the engineer, fence off a specified work or a protective work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work or a protective work from the waterway, whether on a temporary or permanent basis or both.

Notice of works

6. The undertaker must give to the engineer 30 days' notice of its intention to commence the construction of any of the specified works or protective works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, the Canal & River Trust may where appropriate arrange for the publication of notices bringing those works to the attention of users of the Canal & River Trust's network.

Lighting

7. The undertaker must provide and maintain at its own expense in the vicinity of the specified or protective works such temporary lighting and such signal lights for the control of navigation as the engineer may reasonably require during the construction or failure of the specified or protective works.

Survey of waterway

8.—(1) Before the commencement of the initial construction of any part of the specified works and again following practical completion of the specified works the undertaker must bear the reasonable and proper cost of the carrying out by a qualified engineer (the "surveyor"), to be approved by the Canal & River Trust and the undertaker, of a survey to measure the navigational depth of the waterway and profile of the riverbed ("the survey") of so much of the waterway and of any land which may provide support for the waterway ~~(the banks/sides of the waterway)~~ as will or may be affected by the specified works.

(2) The design of, and methods proposed to be used for, the surveys under paragraph 8(1), to be approved by the Canal & River Trust and the undertaker.

~~(2)~~(3) For the purposes of the survey the undertaker must—

(a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land of the undertaker which may provide support for the waterway ~~(the banks/sides of the waterway)~~ as will or may be affected by the specified works; and

(b) supply the surveyor as soon as reasonably practicable with all such information as they may reasonably require and which the undertaker holds with regard to the specified works or the method of their construction.

~~(3)~~(4) Copies of the survey results must be provided to both the Canal & River Trust and the undertaker at no cost to the Canal & River Trust.

Construction of specified works

9.—(1) Any specified works or protective works must, when commenced, be constructed—

(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and with any specifications made under paragraph (3) (approval of plans, protective works etc.) and paragraph (4) (design of works) of this Part;

(b) under the supervision (where reasonably required and ~~agreed with~~notified to the undertaker) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little detriment as is reasonably practicable;

(d) in such manner as to cause as little inconvenience as is reasonably practicable to the Canal & River Trust, its officers and agents and all other persons lawfully using the waterways, except to the extent that temporary obstruction has otherwise been agreed by the Canal & River Trust;

(e) in such a manner as to ensure ~~so far as reasonably practicable~~ that no materials are discharged or deposited into the waterway otherwise than in accordance with article 16

(discharge of water)~~;~~ or further to carrying out of specified works and protective works in accordance with paragraph (3) (approval of plans, protective works, etc.) of this Part; and

(f) in compliance with the Code of Practice (where appropriate and where consistent with the exercise of powers pursuant to this Order and for the timely, safe, economic and efficient delivery of the authorised works).

(2) Nothing in this Order authorises the undertaker to make or maintain any permanent works in or over the waterway so as to impede or prevent (whether by reducing the width of the waterway or otherwise) the passage of any vessel which is of a kind (as to its dimensions) for which the Canal & River Trust is required by section 105(1)(b) and (2) of the Transport Act 1968 to maintain the waterway.

(3) Following the completion of the construction of the specified works the undertaker must restore the waterway to a condition no less satisfactory than its condition immediately prior to the commencement of those works unless otherwise agreed between the undertaker and the Canal & River Trust and save to the extent that any deterioration to the condition of the waterway is not caused by the construction of the specified works.

(4) In assessing whether the condition of the waterway is no less satisfactory than immediately prior to the works pursuant to sub-paragraph (3), the Canal & River Trust and the undertaker must take account of any survey issued pursuant to paragraph (8) (survey of waterway) and any other information agreed between them pursuant to this Part.

Prevention of pollution

10. The undertaker, must not, in the course of constructing a specified work or a protective work or otherwise in connection therewith, do or permit anything which may result in the pollution of the waterway or the deposit of materials therein (unless otherwise permitted by the Order or the protective provisions in this Part of this Schedule) and must take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph.

Access to work – provision of information

11.—(1) The undertaker on being given reasonable notice must—

(a) at all reasonable times allow reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

(2) The Canal & River Trust on being given reasonable notice (being no less than 2 ~~working~~business days, except where the undertaker requires emergency access) must—

(a) at all reasonable times afford reasonable facilities to the undertaker and its agents for access to any works carried out by the Canal & River Trust under this Part during their construction; and

(b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them and the undertaker must reimburse the Canal & River Trust's reasonable costs in relation to the supply of such information.

Alterations to the waterway

12.—(1) If during the construction of a specified work or a protective work or ~~during a period of twenty four (24) months~~, after ~~the~~ completion of those works, during the operational lifetime of the authorised project, any alterations or additions, either permanent or temporary, to the waterway are reasonably necessary in consequence of the construction of the specified work or the protective work in order to avoid detriment, ~~and~~the Canal & River Trust must provide proper and sufficient plans to the undertaker and must not commence such alterations or additions until plans of that work have been approved in writing by the undertaker or settled by arbitration, such approval not to be unreasonably withheld or delayed.

~~12.~~(2) If the Canal & River Trust gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to the Canal & River Trust the reasonable costs of those alterations or additions including, in respect of any such alterations or additions as are to be permanent, a capitalised sum (derived from and in accordance with paragraph 17) representing the increase of the costs which may be expected to be reasonably incurred by the Canal & River Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

~~(1)~~(3) If the cost of maintaining, working or renewing the waterway is reduced in consequence of any such alterations or additions a capitalised sum representing such saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

~~(2)~~(4) The capitalised sum referred to under (~~1~~2) is to be based on a schedule of increased and additional costs, which has been approved by the undertaker, such approval not to be unreasonably delayed or withheld.

Maintenance of Works

13. If at any time after the practical completion of a specified work or a protective work, not being a work vested in the Canal & River Trust, the Canal & River Trust gives notice to the undertaker informing it that it reasonably considers that the state of maintenance of the specified work or protective work appears to be such that the work is causing or likely to cause detriment, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment.

Repayment of the Canal & River Trust's fees, etc.

14.—(1) The undertaker must repay to the Canal & River Trust in accordance with the Code of Practice all fees, costs, charges and expenses reasonably and properly incurred by the Canal & River Trust—

(a) in constructing any protective works under the provisions of paragraph (3) (approval of plans, protective works, etc.) sub-paragraph (4)(a);

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction or repair of a specified work and any protective works;

(c) in respect of the employment during the construction of the specified works or any protective works of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works or any protective works;

(d) in bringing the specified works or any protective works to the notice of users of the Canal & River Trust's network; and

(e) in constructing and/or carrying out any measures related to any specified works or protective works which are reasonably required by the Canal & River Trust to ensure the safe navigation of the waterway save that nothing is to require the Canal & River Trust to construct and/or carry out any measures.

(2) If the Canal & River Trust considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), the Canal & River Trust will first provide an estimate of that fee, charge, cost or expense and supporting information in relation to the estimate to the undertaker along with a proposed timescale for payment for consideration and the undertaker may, within a period of 15 ~~working~~business days—

(a) provide confirmation to the Canal & River Trust that the estimate is agreed and pay to the Canal & River Trust, by the date stipulated, that fee, charge, cost or expense; or

(b) provide confirmation to the Canal & River Trust that the estimate is not accepted along with a revised estimate and a proposal as to how or why the undertaker considers that the estimate can be reduced and or paid at a later date.

(3) The Canal & River Trust must take in to account any representations made by the undertaker in accordance with this paragraph 14 and must, within 15 ~~working~~business days of receipt of the information pursuant to sub-paragraph (1), confirm the amount of the fee, charge, cost or expense to be paid by the undertaker (if any) and the date by which this is to be paid.

(4) The Canal & River Trust must, when estimating and incurring any charge, cost or expense pursuant this paragraph 14, do so with a view to being reasonably economic and acting as if the Canal & River Trust were itself to fund the relevant fee, charge, cost or expense.

(5) Any dispute as to the fee, charge, cost or expense specified by the Canal & River Trust pursuant to sub paragraph (3) will be settled by arbitration in accordance with ~~a~~Article ~~[~~46~~]~~ (arbitration) of this Order.

Making good of detriment; compensation and indemnity, etc.

15.—(1) If any detriment is caused by the construction or failure of the specified works or the protective works if carried out by the undertaker, the undertaker (if so required by the Canal & River Trust) must make good such detriment and must pay to the Canal & River Trust all reasonable expenses incurred by the Canal & River Trust, and compensation for any loss sustained by the Canal & River Trust in making good or otherwise by reason of the detriment.

(2) The undertaker must be responsible for and make good to the Canal & River Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Part which may be occasioned to and reasonably incurred by the Canal & River Trust—

(a) by reason of the construction of a specified work or a protective work or the failure of such a work; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work, and subject to sub-paragraph (4), the undertaker must effectively indemnify and hold harmless the Canal & River Trust from and against all claims and demands arising out of or in connection with any of the matters referred to in sub-paragraphs (a) and (b) ~~(provided that the Canal & River Trust is not entitled to recover from the undertaker any consequential losses which are not reasonably foreseeable)~~.

(3) The fact that any act or thing may have been done by the Canal & River Trust on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision or in accordance with any directions or awards of an arbitrator is not to (if it was done without negligence on the part of the Canal & River Trust or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

(4) Nothing in sub-paragraph (2) imposes any liability on the undertaker with respect to any detriment, loss or interruption to the extent that it is attributable to the act, neglect or default of the Canal & River Trust, its officers, servants, contractors or agents.

(5) The Canal & River Trust must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(6) The Canal & River Trust must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 15 applies. If requested to do so by the undertaker, the Canal & River Trust must provide an explanation of how the claim has been minimised.

(7) The aggregate cap of the undertaker's gross liability for consequential losses shall be limited to £10,000,000 (ten million pounds) for any one occurrence or all occurrences of a series arising out of the one original cause.

Arbitration

16. Any difference arising between the undertaker and the Canal & River Trust under this Part (other than a difference as to the meaning or construction of this Part) must be referred to and settled by arbitration in accordance with article 46 (arbitration) of this Order.

Capitalised sums

17. Any capitalised sum which is required to be paid under this Part must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.

As built drawings

18. As soon as reasonably practicable following the completion of the construction of the authorised project, the undertaker must provide to the Canal & River Trust as built drawings of any specified works in a form and scale to be agreed between the undertaker and the Canal & River Trust to show the position of those works in relation to the waterway.

Decommissioning

19. Where an onshore decommissioning plan identifies activities which may impact the waterway, the protective provisions in this Part 12 of Schedule 10 will, so far as appropriate, apply to those activities as if they were a specified work.

SCHEDULE 11A

Article 35

Removal of hedgerows – Project A

PART 1

Removal of hedgerows

(1) Area	*(2) Hedgerow reference and extent of removal*
Fylde Council	Removal of approximately 44m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_1
Fylde Council	Removal of approximately 113m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_2
Fylde Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_3
Fylde Council	Removal of approximately 17m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_4
Fylde Council	Removal of approximately 59m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_5
Fylde Council	Removal of approximately 78m of hedgerow within the area identified by a Blue line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MG_1
Fylde Council	Removal of approximately 35m of hedgerow within the area identified

	by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_6
Fylde Council	Removal of approximately 23m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_7
Fylde Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_8
Fylde Council	Removal of approximately 28m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_9
Fylde Council	Removal of approximately 22m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_10
Fylde Council	Removal of approximately 96m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_11
Fylde Council	Removal of approximately 100m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_12
Fylde Council	Removal of approximately 108m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_13
Fylde Council	Removal of approximately 109m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_14
Fylde Council	Removal of approximately 93m of hedgerow within the area identified by a Blue line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MG_2
Fylde Council	Removal of approximately 74m of hedgerow within the area identified by a Blue line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MG_3
Fylde Council	Removal of approximately 101m of hedgerow within the area identified by a Blue line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MG_4
Fylde Council	Removal of approximately 148m of hedgerow within the area identified by a Blue line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MG_5
Fylde Council	Removal of approximately 116m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_15
Fylde Council	Removal of approximately 12m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_16
Fylde Council	Removal of approximately 118m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_17
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_18
Fylde Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_19
Fylde Council	Removal of approximately 66m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and

	Hedgerow Plan. Reference MGMC_22
Fylde Council	Removal of approximately 6m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_20
Fylde Council	Removal of approximately 116m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_21
Fylde Council	Removal of approximately 21m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_23
Fylde Council	Removal of approximately 105m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_24
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_25
Fylde Council	Removal of approximately 133m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_6
Fylde Council	Removal of approximately 67m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_7
Fylde Council	Removal of approximately 17m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_8
Fylde Council	Removal of approximately 11m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_9
Fylde Council	Removal of approximately 114m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_10
Fylde Council	Removal of approximately 2m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_11
Fylde Council	Removal of approximately 88m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_12
Fylde Council	Removal of approximately 154m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_13
Fylde Council	Removal of approximately 94m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_14
Fylde Council	Removal of approximately 61m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_15
Fylde Council	Removal of approximately 26m of hedgerow within the area identified by a Blue line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MG_16
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_26
Fylde Council	Removal of approximately 19m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_27

Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_28
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_29
Fylde Council	Removal of approximately 47m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_30
Fylde Council	Removal of approximately 137m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_31
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_32
Fylde Council	Removal of approximately 86m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_33
Fylde Council	Removal of approximately 72m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_17
Fylde Council	Removal of approximately 96m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_18
Fylde Council	Removal of approximately 41m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_19
Fylde Council	Removal of approximately 62m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_20
Fylde Council	Removal of approximately 49m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_21
Fylde Council	Removal of approximately 71m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_22
Fylde Council	Removal of approximately 13m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_23
Fylde Council	Removal of approximately 68m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_24
Fylde Council	Removal of approximately 91m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_25
Fylde Council	Removal of approximately 94m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_26
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_27
Fylde Council	Removal of approximately 300m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_29
Fylde Council	Removal of approximately 80m of hedgerow within the area identified

	by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_30
Fylde Council	Removal of approximately 87m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_31
Fylde Council	Removal of approximately 17m of hedgerow within the area identified by a Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_32
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_34
Fylde Council	Removal of approximately 157m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_35
Fylde Council	Removal of approximately 10m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_36
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_38
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_39
Fylde Council	Removal of approximately 130m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_40
Fylde Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_41
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_42
Fylde Council	Removal of approximately 114m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_33
Fylde Council	Removal of approximately 81m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_34
Fylde Council	Removal of approximately 144m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_35
Fylde Council	Removal of approximately 62m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_37
Fylde Council	Removal of approximately 62m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_38
Fylde Council	Removal of approximately 55m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_39
Fylde Council	Removal of approximately 63m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_40
Fylde Council	Removal of approximately 63m of hedgerow within the area identified by a Blue line on Sheet 10 of the Tree Preservation Order and

	Hedgerow Plan. Reference MG_41
Fylde Council	Removal of approximately 64m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_43
Fylde Council	Removal of approximately 36m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_44
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_45
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_47
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_48
Fylde Council	Removal of approximately 151m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_49
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_50
Fylde Council	Removal of approximately 4m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_51
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_52
Fylde Council	Removal of approximately 32m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_42
Fylde Council	Removal of approximately 1m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_44
Fylde Council	Removal of approximately 60m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_45
Fylde Council	Removal of approximately 13m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_46
Fylde Council	Removal of approximately 76m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_47
Fylde Council	Removal of approximately 190m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_48
Fylde Council	Removal of approximately 56m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_49
Fylde Council	Removal of approximately 72m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_52
Fylde Council	Removal of approximately 98m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_53

Fylde Council	Removal of approximately 21m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_54
Fylde Council	Removal of approximately 148m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_54
Fylde Council	Removal of approximately 49m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_55
Fylde Council	Removal of approximately 1m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_55
Fylde Council	Removal of approximately 62m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_56
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_56
Fylde Council	Removal of approximately 70m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_57
Fylde Council	Removal of approximately 109m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_58
Fylde Council	Removal of approximately 68m of hedgerow within the area identified by a Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_59
Fylde Council	Removal of approximately 14m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_59
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_60
Fylde Council	Removal of approximately 29m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_57
Fylde Council	Removal of approximately 32m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_58
Fylde Council	Removal of approximately 2m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_61
Fylde Council	Removal of approximately 19m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_62
Fylde Council	Removal of approximately 7m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_63
Fylde Council	Removal of approximately 33m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_64
Fylde Council	Removal of approximately 215m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_65
Fylde Council	Removal of approximately 36m of hedgerow within the area identified

	by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_66
Fylde Council	Removal of approximately 48m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_67
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_68
Fylde Council	Removal of approximately 109m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_69
Fylde Council	Removal of approximately 23m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_70
Fylde Council	Removal of approximately 61m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_71
Fylde Council	Removal of approximately 267m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_72
Fylde Council	Removal of approximately 327m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_73
Fylde Council	Removal of approximately 64m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_74
Fylde Council	Removal of approximately 137m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_75
Fylde Council	Removal of approximately 264m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_76
Fylde Council	Removal of approximately 42m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_77
Fylde Council	Removal of approximately 182m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_78
Fylde Council	Removal of approximately 213m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_79
Fylde Council	Removal of approximately 171m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_80
Fylde Council	Removal of approximately 120m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_81
Fylde Council	Removal of approximately 256m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_82
Fylde Council	Removal of approximately 172m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_83
Fylde Council	Removal of approximately 209m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order

	and Hedgerow Plan. Reference MG_84
Fylde Council	Removal of approximately 19m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_85
Fylde Council	Removal of approximately 240m of hedgerow within the area identified by a Blue line on Sheet 12 of the Tree Preservation Order and Hedgerow Plan. Reference MG_86
Fylde Council	Removal of approximately 89m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_61
Fylde Council	Removal of approximately 88m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_62
Fylde Council	Removal of approximately 15m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_63
Fylde Council	Removal of approximately 89m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_64
Fylde Council	Removal of approximately 10m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_65
Fylde Council	Removal of approximately 37m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_66
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_67
Fylde Council	Removal of approximately 186m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_68
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_69
Fylde Council	Removal of approximately 2m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_70
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_71
Fylde Council	Removal of approximately 4m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_72
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_73
Fylde Council	Removal of approximately 54m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_74
Fylde Council	Removal of approximately 289m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_75
Fylde Council	Removal of approximately 65m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_76

Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_87
Fylde Council	Removal of approximately 37m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_88
Fylde Council	Removal of approximately 12m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_89
Fylde Council	Removal of approximately 121m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_90
Fylde Council	Removal of approximately 135m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_91
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_92
Fylde Council	Removal of approximately 37m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_93
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_94
Fylde Council	Removal of approximately 93m of hedgerow within the area identified by a Blue line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MG_95
Fylde Council	Removal of approximately 76m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_77
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_78
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_79
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_80
Fylde Council	Removal of approximately 77m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_81
Fylde Council	Removal of approximately 120m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_82
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Blue line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MG_96
Fylde Council	Removal of approximately 79m of hedgerow within the area identified by a Blue line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MG_97
Fylde Council	Removal of approximately 40m of hedgerow within the area identified by a Blue line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MG_98
Fylde Council	Removal of approximately 70m of hedgerow within the area identified

	by a Blue line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MG_99
Fylde Council	Removal of approximately 90m of hedgerow within the area identified by a Blue line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MG_100
Fylde Council	Removal of approximately 72m of hedgerow within the area identified by a Blue line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MG_101
Fylde Council	Removal of approximately 156m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_83
Fylde Council	Removal of approximately 59m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_84
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_85
Fylde Council	Removal of approximately 143m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_86
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_87
Fylde Council	Removal of approximately 42m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_88
Fylde Council	Removal of approximately 8m of hedgerow within the area identified by a Blue line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MG_102
Fylde Council	Removal of approximately 40m of hedgerow within the area identified by a Blue line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MG_103
Fylde Council	Removal of approximately 40m of hedgerow within the area identified by a Blue line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MG_104
Preston City Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_89
Preston City Council	Removal of approximately 55m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_90
Preston City Council	Removal of approximately 140m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_91
Preston City Council	Removal of approximately 7m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_92
Preston City Council	Removal of approximately 60m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_93
Preston City Council	Removal of approximately 29m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_94
Preston City Council	Removal of approximately 7m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and

	Hedgerow Plan. Reference MGMC_95
Preston City Council	Removal of approximately 35m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_96
Preston City Council	Removal of approximately 1m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_97
Preston City Council	Removal of approximately 8m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_98
Preston City Council	Removal of approximately 109m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_99
Preston City Council	Removal of approximately 61m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_100
Preston City Council	Removal of approximately 70m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_101
Preston City Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_102
Preston City Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_103
Preston City Council	Removal of approximately 106m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_104
Preston City Council	Removal of approximately 56m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_105
Preston City Council	Removal of approximately 45m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_105
Preston City Council	Removal of approximately 45m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_106
Preston City Council	Removal of approximately 31m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_107
Preston City Council	Removal of approximately 47m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_108
Preston City Council	Removal of approximately 38m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_109
Preston City Council	Removal of approximately 15m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_110
Preston City Council	Removal of approximately 1m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_111
Preston City Council	Removal of approximately 21m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MG_112

Preston City Council	Removal of approximately 44m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_113
Preston City Council	Removal of approximately 158m of hedgerow within the area identified by a Blue line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_114
South Ribble Council	Removal of approximately 62m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_106
South Ribble Council	Removal of approximately 59m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_107
South Ribble Council	Removal of approximately 166m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_108
South Ribble Council	Removal of approximately 38m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_109
South Ribble Council	Removal of approximately 18m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_110
South Ribble Council	Removal of approximately 58m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_111
South Ribble Council	Removal of approximately 40m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_112
South Ribble Council	Removal of approximately 166m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_113
South Ribble Council	Removal of approximately 68m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_114
South Ribble Council	Removal of approximately 14m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_115
South Ribble Council	Removal of approximately 113m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_116
South Ribble Council	Removal of approximately 92m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_117
South Ribble Council	Removal of approximately 154m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_118
South Ribble Council	Removal of approximately 187m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_119
South Ribble Council	Removal of approximately 108m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_120
South Ribble Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_121
South Ribble Council	Removal of approximately 85m of hedgerow within the area identified

	by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_122
South Ribble Council	Removal of approximately 210m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_123
South Ribble Council	Removal of approximately 14m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_124
South Ribble Council	Removal of approximately 21m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_126
South Ribble Council	Removal of approximately 122m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_127
South Ribble Council	Removal of approximately 46m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_128
South Ribble Council	Removal of approximately 57m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_129
South Ribble Council	Removal of approximately 58m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_130
South Ribble Council	Removal of approximately 13m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_131
South Ribble Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_132
South Ribble Council	Removal of approximately 2m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_133
South Ribble Council	Removal of approximately 10m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_134
South Ribble Council	Removal of approximately 13m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_135
South Ribble Council	Removal of approximately 25m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_136
South Ribble Council	Removal of approximately 38m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_137
South Ribble Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_138
South Ribble Council	Removal of approximately 72m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_139
South Ribble Council	Removal of approximately 67m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_140
South Ribble Council	Removal of approximately 23m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and

	Hedgerow Plan. Reference MGMC_141
South Ribble Council	Removal of approximately 218m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_143
South Ribble Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_144
South Ribble Council	Removal of approximately 69m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_145
South Ribble Council	Removal of approximately 53m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_146
South Ribble Council	Removal of approximately 38m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_147
South Ribble Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_148
South Ribble Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_149
South Ribble Council	Removal of approximately 43m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_150
South Ribble Council	Removal of approximately 74m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_152

PART 2

Removal of important hedgerows

(1) Area	*(2) Hedgerow reference and extent of removal*
Fylde Council	Removal of approximately 14m of Important hedgerow within the area identified by a Bright Blue line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MG_28
Fylde Council	Removal of approximately 3m of Important hedgerow within the area identified by a Bright Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_37
Fylde Council	Removal of approximately 14m of Important hedgerow within the area identified by a Bright Blue line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MG_36
Fylde Council	Removal of approximately 3m of Important hedgerow within the area identified by a Bright Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_46
Fylde Council	Removal of approximately 82m of Important hedgerow within the area identified by a Bright Blue line on Sheet 11 of the Tree Preservation

	Order and Hedgerow Plan. Reference MG_43
Fylde Council	Removal of approximately 16m of Important hedgerow within the area identified by a Bright Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_50
Fylde Council	Removal of approximately 95m of Important hedgerow within the area identified by a Bright Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_51
Fylde Council	Removal of approximately 104m of Important hedgerow within the area identified by a Bright Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_53
Fylde Council	Removal of approximately 81m of Important hedgerow within the area identified by a Bright Blue line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MG_60
South Ribble Council	Removal of approximately 114m of Important hedgerow within the area identified by a Bright Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_125
South Ribble Council	Removal of approximately 548m of Important hedgerow within the area identified by a Bright Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_142
South Ribble Council	Removal of approximately 31m of Important hedgerow within the area identified by a Bright Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_151

SCHEDULE 11B

Article 35

Removal of hedgerows – Project B

PART 1

Removal of hedgerows

(1) Area	*(2) Hedgerow reference and extent of removal*
Fylde Council	Removal of approximately 44m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_1
Fylde Council	Removal of approximately 113m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_2
Fylde Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_3

Fylde Council	Removal of approximately 17m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_4
Fylde Council	Removal of approximately 59m of hedgerow within the area identified by a Green line on Sheet 4 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_5
Fylde Council	Removal of approximately 56m of hedgerow within the area identified by a Purple line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MC_1
Fylde Council	Removal of approximately 42m of hedgerow within the area identified by a Purple line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MC_2
Fylde Council	Removal of approximately 35m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_6
Fylde Council	Removal of approximately 23m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_7
Fylde Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_8
Fylde Council	Removal of approximately 28m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_9
Fylde Council	Removal of approximately 22m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_10
Fylde Council	Removal of approximately 96m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_11
Fylde Council	Removal of approximately 100m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_12
Fylde Council	Removal of approximately 108m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_13
Fylde Council	Removal of approximately 109m of hedgerow within the area identified by a Green line on Sheet 5 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_14
Fylde Council	Removal of approximately 53m of hedgerow within the area identified by a Purple line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MC_3

Fylde Council	Removal of approximately 120m of hedgerow within the area identified by a Purple line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MC_4
Fylde Council	Removal of approximately 125m of hedgerow within the area identified by a Purple line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MC_5
Fylde Council	Removal of approximately 126m of hedgerow within the area identified by a Purple line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MC_6
Fylde Council	Removal of approximately 116m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_15
Fylde Council	Removal of approximately 12m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_16
Fylde Council	Removal of approximately 118m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_17
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_18
Fylde Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_19
Fylde Council	Removal of approximately 66m of hedgerow within the area identified by a Green line on Sheet 6 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_22
Fylde Council	Removal of approximately 6m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_20
Fylde Council	Removal of approximately 116m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_21
Fylde Council	Removal of approximately 21m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_23
Fylde Council	Removal of approximately 105m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_24
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 7 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_25

Fylde Council	Removal of approximately 91m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_7
Fylde Council	Removal of approximately 34m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_8
Fylde Council	Removal of approximately 86m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_9
Fylde Council	Removal of approximately 21m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_10
Fylde Council	Removal of approximately 50m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_11
Fylde Council	Removal of approximately 21m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_12
Fylde Council	Removal of approximately 137m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_13
Fylde Council	Removal of approximately 67m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_14
Fylde Council	Removal of approximately 60m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_15
Fylde Council	Removal of approximately 47m of hedgerow within the area identified by a Purple line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MC_16
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_26
Fylde Council	Removal of approximately 19m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_27
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_28
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_29

Fylde Council	Removal of approximately 47m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_30
Fylde Council	Removal of approximately 137m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_31
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_32
Fylde Council	Removal of approximately 86m of hedgerow within the area identified by a Green line on Sheet 8 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_33
Fylde Council	Removal of approximately 42m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_17
Fylde Council	Removal of approximately 36m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_18
Fylde Council	Removal of approximately 93m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_19
Fylde Council	Removal of approximately 17m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_20
Fylde Council	Removal of approximately 31m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_21
Fylde Council	Removal of approximately 64m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_22
Fylde Council	Removal of approximately 49m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_23
Fylde Council	Removal of approximately 10m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_24
Fylde Council	Removal of approximately 6m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_25
Fylde Council	Removal of approximately 33m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_26

Fylde Council	Removal of approximately 12m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_27
Fylde Council	Removal of approximately 70m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_28
Fylde Council	Removal of approximately 68m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_29
Fylde Council	Removal of approximately 57m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_30
Fylde Council	Removal of approximately 77m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_31
Fylde Council	Removal of approximately 115m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_32
Fylde Council	Removal of approximately 91m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_33
Fylde Council	Removal of approximately 82m of hedgerow within the area identified by a Purple line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MC_34
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_34
Fylde Council	Removal of approximately 157m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_35
Fylde Council	Removal of approximately 10m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_36
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_38
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_39
Fylde Council	Removal of approximately 130m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_40

Fylde Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_41
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_42
Fylde Council	Removal of approximately 39m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_35
Fylde Council	Removal of approximately 69m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_36
Fylde Council	Removal of approximately 150m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_37
Fylde Council	Removal of approximately 39m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_39
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_40
Fylde Council	Removal of approximately 34m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_41
Fylde Council	Removal of approximately 38m of Unknown hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_42
Fylde Council	Removal of approximately 112m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_43
Fylde Council	Removal of approximately 64m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_43
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_44
Fylde Council	Removal of approximately 36m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_44
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_45

Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_47
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_48
Fylde Council	Removal of approximately 151m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_49
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_50
Fylde Council	Removal of approximately 4m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_51
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_52
Fylde Council	Removal of approximately 87m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_45
Fylde Council	Removal of approximately 151m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_48
Fylde Council	Removal of approximately 56m of Unknown hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_49
Fylde Council	Removal of approximately 41m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_50
Fylde Council	Removal of approximately 170m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_51
Fylde Council	Removal of approximately 46m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_53
Fylde Council	Removal of approximately 64m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_54
Fylde Council	Removal of approximately 148m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_54

Fylde Council	Removal of approximately 42m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_55
Fylde Council	Removal of approximately 1m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_55
Fylde Council	Removal of approximately 39m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_56
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_56
Fylde Council	Removal of approximately 42m of hedgerow within the area identified by a Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_57
Fylde Council	Removal of approximately 70m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_57
Fylde Council	Removal of approximately 109m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_58
Fylde Council	Removal of approximately 14m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_59
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_60
Fylde Council	Removal of approximately 68m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_58
Fylde Council	Removal of approximately 109m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_59
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_60
Fylde Council	Removal of approximately 14m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_61
Fylde Council	Removal of approximately 89m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_61

Fylde Council	Removal of approximately 22m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_62
Fylde Council	Removal of approximately 88m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_62
Fylde Council	Removal of approximately 25m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_63
Fylde Council	Removal of approximately 15m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_63
Fylde Council	Removal of approximately 23m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_64
Fylde Council	Removal of approximately 89m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_64
Fylde Council	Removal of approximately 89m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_65
Fylde Council	Removal of approximately 10m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_65
Fylde Council	Removal of approximately 60m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_66
Fylde Council	Removal of approximately 37m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_66
Fylde Council	Removal of approximately 185m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_67
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_67
Fylde Council	Removal of approximately 119m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_68
Fylde Council	Removal of approximately 186m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_68

Fylde Council	Removal of approximately 78m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_69
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_69
Fylde Council	Removal of approximately 95m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_70
Fylde Council	Removal of approximately 2m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_70
Fylde Council	Removal of approximately 78m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_71
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_71
Fylde Council	Removal of approximately 25m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_72
Fylde Council	Removal of approximately 4m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_72
Fylde Council	Removal of approximately 81m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_73
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_73
Fylde Council	Removal of approximately 30m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_74
Fylde Council	Removal of approximately 54m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_74
Fylde Council	Removal of approximately 71m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_75
Fylde Council	Removal of approximately 289m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_75

Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_76
Fylde Council	Removal of approximately 65m of hedgerow within the area identified by a Green line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_76
Fylde Council	Removal of approximately 5m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_77
Fylde Council	Removal of approximately 7m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_78
Fylde Council	Removal of approximately 31m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_79
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_80
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_81
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_82
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 13 of the Tree Preservation Order and Hedgerow Plan. Reference MC_83
Fylde Council	Removal of approximately 76m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_77
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_78
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_79
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_80
Fylde Council	Removal of approximately 77m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_81

Fylde Council	Removal of approximately 120m of hedgerow within the area identified by a Green line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_82
Fylde Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MC_84
Fylde Council	Removal of approximately 39m of Unknown hedgerow within the area identified by a Purple line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MC_85
Fylde Council	Removal of approximately 40m of Unknown hedgerow within the area identified by a Purple line on Sheet 14 of the Tree Preservation Order and Hedgerow Plan. Reference MC_86
Fylde Council	Removal of approximately 156m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_83
Fylde Council	Removal of approximately 59m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_84
Fylde Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_85
Fylde Council	Removal of approximately 143m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_86
Fylde Council	Removal of approximately 59m of hedgerow within the area identified by a Purple line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MC_87
Fylde Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_87
Fylde Council	Removal of approximately 39m of Unknown hedgerow within the area identified by a Purple line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MC_88
Fylde Council	Removal of approximately 42m of hedgerow within the area identified by a Green line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_88
Fylde Council	Removal of approximately 7m of hedgerow within the area identified by a Purple line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MC_89
Fylde Council	Removal of approximately 40m of hedgerow within the area identified by a Purple line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MC_90

Fylde Council	Removal of approximately 40m of hedgerow within the area identified by a Purple line on Sheet 15 of the Tree Preservation Order and Hedgerow Plan. Reference MC_91
Preston City Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_89
Preston City Council	Removal of approximately 55m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_90
Preston City Council	Removal of approximately 140m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_91
Preston City Council	Removal of approximately 45m of hedgerow within the area identified by a Purple line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MC_92
Preston City Council	Removal of approximately 7m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_92
Preston City Council	Removal of approximately 29m of hedgerow within the area identified by a Purple line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MC_93
Preston City Council	Removal of approximately 60m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_93
Preston City Council	Removal of approximately 50m of hedgerow within the area identified by a Purple line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MC_94
Preston City Council	Removal of approximately 29m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_94
Preston City Council	Removal of approximately 39m of hedgerow within the area identified by a Purple line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MC_95
Preston City Council	Removal of approximately 7m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_95
Preston City Council	Removal of approximately 321m of Unknown hedgerow within the area identified by a Purple line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MC_96
Preston City Council	Removal of approximately 35m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_96

Preston City Council	Removal of approximately 38m of hedgerow within the area identified by a Purple line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MC_97
Preston City Council	Removal of approximately 1m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_97
Preston City Council	Removal of approximately 8m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_98
Preston City Council	Removal of approximately 109m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_99
Preston City Council	Removal of approximately 61m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_100
Preston City Council	Removal of approximately 70m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_101
Preston City Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_102
Preston City Council	Removal of approximately 9m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_103
Preston City Council	Removal of approximately 106m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_104
Preston City Council	Removal of approximately 45m of hedgerow within the area identified by a Green line on Sheet 16 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_105
South Ribble Council	Removal of approximately 62m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_106
South Ribble Council	Removal of approximately 59m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_107
South Ribble Council	Removal of approximately 166m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_108
South Ribble Council	Removal of approximately 38m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_109

South Ribble Council	Removal of approximately 18m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_110
South Ribble Council	Removal of approximately 58m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_111
South Ribble Council	Removal of approximately 40m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_112
South Ribble Council	Removal of approximately 166m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_113
South Ribble Council	Removal of approximately 68m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_114
South Ribble Council	Removal of approximately 14m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_115
South Ribble Council	Removal of approximately 113m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_116
South Ribble Council	Removal of approximately 92m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_117
South Ribble Council	Removal of approximately 154m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_118
South Ribble Council	Removal of approximately 187m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_119
South Ribble Council	Removal of approximately 108m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_120
South Ribble Council	Removal of approximately 5m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_121
South Ribble Council	Removal of approximately 85m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_122
South Ribble Council	Removal of approximately 210m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_123

South Ribble Council	Removal of approximately 14m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_124
South Ribble Council	Removal of approximately 21m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_126
South Ribble Council	Removal of approximately 122m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_127
South Ribble Council	Removal of approximately 46m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_128
South Ribble Council	Removal of approximately 57m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_129
South Ribble Council	Removal of approximately 58m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_130
South Ribble Council	Removal of approximately 13m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_131
South Ribble Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_132
South Ribble Council	Removal of approximately 2m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_133
South Ribble Council	Removal of approximately 10m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_134
South Ribble Council	Removal of approximately 13m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_135
South Ribble Council	Removal of approximately 25m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_136
South Ribble Council	Removal of approximately 38m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_137
South Ribble Council	Removal of approximately 0m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_138

South Ribble Council	Removal of approximately 72m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_139
South Ribble Council	Removal of approximately 67m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_140
South Ribble Council	Removal of approximately 23m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_141
South Ribble Council	Removal of approximately 218m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_143
South Ribble Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_144
South Ribble Council	Removal of approximately 69m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_145
South Ribble Council	Removal of approximately 53m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_146
South Ribble Council	Removal of approximately 38m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_147
South Ribble Council	Removal of approximately 3m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_148
South Ribble Council	Removal of approximately 52m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_149
South Ribble Council	Removal of approximately 43m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_150
South Ribble Council	Removal of approximately 74m of hedgerow within the area identified by a Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_152

PART 2

Removal of important hedgerows

(1) Area	*(2) Hedgerow reference and extent of removal*
Fylde Council	Removal of approximately 3m of Important

	hedgerow within the area identified by a Bright Green line on Sheet 9 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_37
Fylde Council	Removal of approximately 240m of Important hedgerow within the area identified by a Bright Purple line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MC_38
Fylde Council	Removal of approximately 3m of Important hedgerow within the area identified by a Bright Green line on Sheet 10 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_46
Fylde Council	Removal of approximately 94m of Important hedgerow within the area identified by a Bright Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_46
Fylde Council	Removal of approximately 41m of Important hedgerow within the area identified by a Bright Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_47
Fylde Council	Removal of approximately 85m of Important hedgerow within the area identified by a Bright Purple line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MC_52
Fylde Council	Removal of approximately 104m of Important hedgerow within the area identified by a Bright Green line on Sheet 11 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_53
South Ribble Council	Removal of approximately 114m of Important hedgerow within the area identified by a Bright Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_125
South Ribble Council	Removal of approximately 548m of Important hedgerow within the area identified by a Bright Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_142
South Ribble Council	Removal of approximately 31m of Important hedgerow within the area identified by a Bright Green line on Sheet 18 of the Tree Preservation Order and Hedgerow Plan. Reference MGMC_151

SCHEDULE 12

Article 45

Approval of matters specified in requirements

Interpretation

1. In this Schedule "application" means an application for any consent, agreement or approval required by a requirement whether or not the application seeks to discharge a requirement in whole or in part.

2. In this part of this schedule "discharging authority" means—

(a) any body responsible for giving any consent, agreement or approval required by a requirement included in Part 2 of Schedules 2A and 2B, or for giving any consent, agreement or approval further to any document referred to in any such requirement; or

(b) the relevant planning authority in the exercise of its functions set out in sections 60 (control of noise on construction sites) and 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974 subsequently referred to as "the 1974 Act".

Applications made under requirements

3.—(1) Where an application has been made to the relevant discharging authority for any agreement or approval required pursuant to a requirement included in this Order, the relevant discharging authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of ~~eight~~ten weeks beginning with—

(a) the day immediately following that on which the application is received by the relevant planning authority; or

(b) such ~~longer~~other period as may be specified in a requirement or otherwise agreed by the undertaker and the relevant planning authority.

(2) In determining any application made to the discharging authority for any consent, agreement or approval required by a requirement contained in Part 2 of this Schedule, the discharging authority may—

(a) give or refuse its consent, agreement or approval; or

(b) give its consent, agreement or approval subject to reasonable conditions,

and where consent, agreement or approval is refused or granted subject to conditions the discharging authority must provide its reasons for that decision with the notice of the decision.

(3) In the event the discharging authority does not determine an application within the period set out in sub-paragraph (1), the discharging authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

Further information

4.—(1) Where an application has been made under paragraph (1) the discharging authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within ~~10~~15 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement indicates that consultation must take place with a consultee the discharging authority must issue the consultation to the requirement consultee within five business days of receipt of the application. Where the consultee requires further information they must notify the discharging authority in writing specifying the further information required within 10 days of receipt of the consultation. The discharging authority must notify the undertaker in writing specifying any further information requested by the consultee within five business days of receipt of such a request.

(4) In the event that the discharging authority does not give such notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

Provision of information by Consultees

5.—(1) Any consultee who receives a consultation under paragraph 4(3) must respond to that request within 15 business days from receipt unless sub-paragraph (2) of this paragraph applies, or a longer period is agreed with both the undertaker and the discharging authority.

(2) Where any consultee requests further information in accordance with the timescales set out in paragraph 4(3) then they must respond to the consultation within 10 business days from the receipt of the further information requested, or a longer period is agreed with both the undertaker and the discharging authority.

Fees

6.—(1) Where an application is made to the relevant planning authority for agreement or approval in respect of a requirement the fee for the discharge of conditions as specified in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012(**a**) (or any regulations replacing the same) is to be paid by the undertaker to the relevant planning authority in accordance with these regulations.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

(a) the application being rejected as invalidly made; or

(b) the relevant planning authority failing to determine the application within eight weeks from the relevant date in paragraph 3(1) unless—

(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or

(ii) a longer period of time for determining the application has been agreed pursuant to paragraph 3(1) of this Schedule.

Appeals

7.—(1) The undertaker may appeal to the Secretary of State in the event that—

(a) the discharging authority refuses an application for any consent, agreement or approval required by—

(i) a requirement contained in Part 2 of this Schedule; or

(ii) a document referred to in any requirement contained in Part 1 of this Schedule;

(b) the discharging authority grants such an application subject to conditions;

(c) the discharging authority issues a notice further to sections 60 (control of noise on construction sites) or 61 (prior consent for work on construction sites) of the 1974 Act;

(d) the discharging authority does not give notice of its decision to the undertaker within the time period specified in paragraph (~~2~~3) (applications made under requirements);

(e) on receipt of a request for further information under paragraph (~~3~~4) (further information) the undertaker considers that either the whole or part of the specified information requested by the approving authority is not necessary for the consideration of the application; or

(f) on receipt of any further information requested, the approving authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers not necessary for the consideration of the application.

(2) The appeal process is to be as follows—

(a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the

(**a**) S.I. 2012/2920

time period set out in paragraph 3(1), giving rise to the appeal referred to in sub-paragraph (1);

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant discharging authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal (together with the undertaker, these are the "appeal parties");

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person ("the appointed person") to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent, the date of such notification being the "start date" for the purposes of this sub-paragraph (2);

(d) the relevant discharging authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within 15 business days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(e) the appeal parties must make any counter-submissions to the appointed person within 15 business days of receipt of written representations pursuant to sub-paragraph (2)(c); and

(f) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within thirty business days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(d).

(3) The appointment of the person pursuant to sub-paragraph (2)(b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required under sub-paragraph (4) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the relevant discharging authority and any consultee required to be consulted pursuant to the requirement the subject of the appeal on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within ten business days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (2)(e).

(6) On an appeal under this sub-paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not).

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case and may deal with the application as if it had been made to the appointed person in the first instance.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this paragraph, it is to be deemed to be an approval for the purpose of Schedule 12 as if it had been given by the relevant

planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the relevant discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to ~~the Welsh Government's 'Development Management Manual Section 12 Annex: Award of costs'~~relevant guidance on the Planning Guidance website or any official circular or guidance which may from time to time replace it.

SCHEDULE 13

Article 46

Arbitration rules

Primary objective

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the arbitrator is appointed pursuant to article 46 (Arbitration) of the Order.

(2) The parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the parties. Any dispute which is not resolved amicably by the senior management of the parties within twenty business days of the dispute arising, or such longer period as agreed in writing by the parties, will be subject to arbitration in accordance with the terms of this Schedule.

(3) The arbitration will be deemed to have commenced when a party ("the claimant") serves a written notice of arbitration on the other party ("the respondent").

Time periods

2.—(1) All time periods in these arbitration rules will be measured in business days and this will exclude weekends and bank holidays.

(2) Time periods will be calculated from the day after the arbitrator is appointed which will be either—

(a) the date the arbitrator notifies the parties in writing of their acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

(a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant's contentions as to those issues, and the remedy it is seeking; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence responding to the claimant's statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant's claim, its acceptance of any element(s) of the claimant's claim, its contentions as to those elements of the claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and

(c) any objections it wishes to make to the claimant's statements, comments on the claimant's expert report(s) (if submitted by the claimant) and explanations for the objections.

(4) Within five days of the respondent serving its statements sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

(a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the respondent's submissions;

(c) any expert report in response to the respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. No single pleading is to exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator will make an award on the substantive difference based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within five days of receiving the last submission, the arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within ten days of the arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(6) A decision will be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any expert(s) attending the hearing may be asked questions by the arbitrator.

(7) There will be no process of examination and cross-examination of experts, but the arbitrator will invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

(a) at least 20 days before a hearing, the arbitrator will provide a list of issues to be addressed by the expert(s);

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within ten days of the issues being provided; and

(c) the form and content of a joint report will be as directed by the arbitrator and must be provided at least five days before the hearing.

(8) Within ten days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator will take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given is to be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996, including the non-mandatory sections, save where modified by these rules.

(2) There will be no discovery or disclosure, except that the arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales and/or procedure—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration will include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Subject to sub-paragraph (3), the arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be confidential and will only be publicly disclosed where required by law or with the agreement of both parties.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph prevents any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

SCHEDULE 14

Article 4

Marine Licence 1: Morgan Offshore Wind Project Transmission Assets

PART 1

Licensed marine activities

Interpretation

1.—(1) In this licence—

"2004 Act" means the Energy Act 2004(**a**);

"2008 Act" means the Planning Act 2008;

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

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

"ancillary works" means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

"authorised deposits" means the substances and articles specified in paragraph 25 of Part 1 of this licence;

"authorised scheme" means the authorised development comprising Project A and the further associated development described in paragraph 3 of Part 1 of this licence or any part of that work or development;

"buoy" means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR and guard buoys;

"cable" means up to 400kV cables for the transmission of electricity and includes, cables laid in cable ducts, protective covers, or mini-or-micro-tunnels, and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable crossings" means the crossing of existing sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

"cable ducts" means conduits for the installation of cables and includes where appropriate protective covers, pipes or mini-or-micro-tunnels;

"cable protection" means measures to protect cables from physical damage including but not limited to concrete mattresses, with or without frond devices, and/or rock placement, the use of bagged solutions filled with grout or other materials;

"chemicals" comprise both substances and preparations;

(**a**) 2004 c.20 Section 105 was amended by section 69 of the Energy Act 2008 (c.32).
(**b**) 2009 c.23.

"commence" means the first carrying out of any licensed marine activities, save for activities consisting of pre-construction surveys, monitoring surveys, unexploded ordnance surveys and clearance of low order unexploded ordnance, and "commenced" and "commencement" must be construed accordingly;

"condition" means a condition in part 2 of this licence;

"construction compound" means a construction site associated with Project A intertidal works including (as required) but not limited to hardstanding, ground preparation, lay down and storage areas for construction materials, plant and equipment, fuel storage, areas for spoil, areas comprising water and bentonite tanks, pumps and pipes, waste management, bunded generators, temporary fencing, lighting, workshop facilities, areas for welfare facilities including site offices, canteen and washroom facilities, wheel washing facilities, areas for vehicular parking, or any other means of enclosure or areas required for construction purposes;

"direct pipe" refers to a cable installation technique which involves the use of a mini-or-micro-tunnel boring machine and a hydraulic (or other) thruster rig to directly install a steel pipe between two points;

"electronic transmission" means a communication transmitted—

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

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

"environment agency" means the Environment Agency or any successor body to its functions;

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 42 (certification of documents and plans etc.) of the Order;

"high order unexploded ordnance clearance" means an unexploded ordnance clearance method which intentionally seeks to detonate the unexploded ordnance;

"Historic England" means Historic England or its successor in function;

"indicative extent of marine licences and grid co-ordinates plan" means the document certified as the indicative extent of marine licences and grid co-ordinates plan by the Secretary of State under article 42 (certification of documents and plans etc.) of the Order;

"km" means kilometres and "km^2" means kilometres squared;

"licensed activities" means those activities detailed in paragraph 2 of Part 1 of this licence.;

"LiDAR" means a light detection and ranging system used to measure weather and sea conditions;

"low order unexploded ordnance clearance" means an unexploded ordnance clearance method which does not seek to detonate the unexploded ordnance;

"m" means metres and "m^2" means metres squared and "m^3" means metres cubed;

"maintain" includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, any part of the authorised scheme to the extent assessed in the environmental statement and "maintenance" must be construed accordingly;

"Marine Management Organisation" means the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function and "MMO" must be construed accordingly;

"MCA" means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

"MCMS" means the Marine Case Management System web portal provided and operated by the Marine Management Organisation;

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

"mean low water springs" or "MLWS" means the lowest level which spring tides reach on average over a period of time;

"measures to minimise disturbance to marine mammals and rafting birds from vessels" means the document certified as the measures to minimise disturbance to marine mammals and rafting birds from vessels by the Secretary of State under article 42 for the purposes of this Order;

"Morgan" means Morgan Offshore Wind Limited (company registration number 13497271) whose registered office is at Chertsey Road, Sunbury On Thames, Middlesex, TW16 7BP;

"Morgan generation assets" means the Morgan offshore wind farm generating assets for which separate development consent is being sought by Morgan pursuant to application reference EN010136;

"Morgan offshore substation platforms" means the offshore substation platforms forming part of the Morgan generation assets authorised by the Morgan Offshore Wind Project Generation Assets Order 202[ ];

"offshore in principle monitoring plan" means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 42 for the purposes of this Order;

"operation" means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised scheme;

"Order" means The Morgan Offshore Wind Project and Morecambe Offshore Windfarm Transmission Assets Order 202[●];

"Order limits" means the limits shown on the indicative extent of marine licences and grid coordinates plan within which the authorised scheme may be carried out, whose grid coordinates are set out in paragraph 5 of this licence;

"outline cable burial risk assessment" means the document certified as the outline cable burial risk assessment by the Secretary of State under article 42 for the purposes of this Order;

"outline fisheries liaison and co-existence plan" means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 42 for the purposes of this Order;

"outline marine mammal mitigation protocol" means the document certified as the outline marine mammal mitigation protocol by the Secretary of State under article 42 for the purposes of this Order;

"outline offshore cable specification and installation plan" means the document certified as the outline offshore cable specification and installation plan by the Secretary of State for the purposes of this Order;

"outline offshore environmental management plan" means the document certified as the outline offshore environmental management plan by the Secretary of State for the purposes of this Order;

"outline offshore operations and maintenance plan" means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 42 for the purposes of this Order;

"outline offshore written scheme of investigation for archaeology" means the document certified as the outline offshore written scheme of investigation for archaeology by the Secretary of State under article 42 for the purposes of this Order;

"outline vessel traffic management plan" means the document certified as the outline offshore vessel traffic management plan by the Secretary of State under article 42 for the purposes of this Order;

"pathway to the marine environment" means open systems or closed systems that require top up;

"preparation" means a mixture or solution composed of two or more substances;

"Project A" means the Project A intertidal works and the Project A offshore works;

"Project A intertidal works" means Work No. 4A situated between MHWS and MLWS together with any related further associated development in connection with those works;

"Project A offshore works" means Work Nos. 1A to 3A together with any related further associated development in connection with those works and related ancillary works;

"Project B offshore and intertidal works" means Work Nos. 1B to 4B described in Part 1, Schedule 1 of the Order together with any related further associated development in connection with those works and related ancillary works;

"statutory historic body" means an organisation charged by the government with advising on matters related to historic buildings and monuments;

"statutory nature conservation body" means an organisation charged by the government with advising on nature conservation matters;

"substance" means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

"trenchless installation technique works" means the installation of electrical circuits and/or cables in cable ducts by means of boring techniques including horizontal directional drilling, pipe jacking/horizontal auger boring and micro-boring;

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

"UKHO" means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"undertaker" means Morgan Offshore Wind Limited (company registration number 13497271) whose registered office is at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP;

"vessel" means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

"works plans" means the works plans – offshore, works plans – onshore and offshore and the works plans – onshore and intertidal;

"works plans – offshore" means the plans certified as the works plans – offshore by the Secretary of State under article 42 for the purposes of this Order; and

"works plans – onshore and intertidal" means the plans certified as the works plans – onshore and intertidal by the Secretary of State under article 42 for the purposes of this Order; and

"works plans – onshore and offshore" means the plans certified as the works plans - onshore and offshore by the Secretary of State under article 42 for the purposes of this Order.

(2) In this licence a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT"); and

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all notifications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this Schedule are—

(a) Centre for Environment, Fisheries and Aquaculture Science

Pakefield Road

Lowestoft

Suffolk

NR33 0HT

Tel: 01502 562 244

(b) Historic England
3rd Floor Canada House
3 Chepstow Street
Manchester
M1 5FW
Tel: 01612 421 416
Email: northwest@historicengland.org.uk

(c) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Tel: 03001 231 032
Email: marine.consents@marinemanagement.org.uk

(d) Marine Management Organisation (local office)
Lutra House
Dodd Way
Walton Summit
Preston
PR5 8BX
Tel: 02080 265 643
Email: preston@marinemanagement.org.uk

(e) Marine Management Organisation
Marine Pollution Response Team
Tel. (during office hours): 03008 002 024
Tel. (outside office hours): 07770 977 825 or 08450 518 486

(f) Maritime and Coastguard Agency
Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email: navigationsafety@mcga.gov.uk

(g) Natural England
Foss House
Kings Pool
1-2 Peasholme Green
York
YO1 7PX
Tel: 03000 604 911

(h) Trinity House

Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900

(i) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900

Details of licensed marine activities

2. Subject to the conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

(a) the deposit at sea of the substances and objects specified in paragraph 4 below;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for cable works;

(d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(e) low order unexploded ordnance clearance;

(f) site clearance and preparation works including clearance of debris, boulder clearance and the removal of out of service cables and static fishing equipment; and

(g) the disposal of up to 1,080,000 cubic metres of inert material of natural origin within the Order limits produced during seabed preparation for cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits.

3.—(1) Such licensed activities are authorised in relation to the construction, maintenance and operation of the authorised scheme being—

(2) *Work No. 1A* – Morgan offshore cable works including—

(a) up to four subsea cable circuits between the Morgan offshore substation platforms and Work No. 2A; and

(b) cable crossings and cable protection.

(3) *Work No. 2A* – Morgan offshore cable works including—

(a) up to four subsea cable circuits between Work No.1A and Work No. 4A; and

(b) cable crossings and cable protection.

(4) *Work No. 3A* – Morgan offshore working area to facilitate construction and maintenance activities associated with the installation and maintenance of Work Nos. 1A, 2A and 4A;

(5) *Work No. 4A* – Morgan intertidal cable works including—

(a) up to four cable circuits and associated cable ducts laid underground by open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) erection of temporary cofferdams;

(c) construction compounds; and

(d) permanent access;

In connection with the licensed activities in Work No. 1A to 4A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other

works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement, including—

(a) cable protection measures such as rock placement and the placement of rock and/or concrete mattresses, with or without frond devices;

(b) dredging;

(c) the removal of material from the seabed required for the construction of Work Nos. 1A, 2A, 3A and 4A and the disposal of inert material of natural origin within the Order limits produced during construction seabed preparation for cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching;

(d) creation and use of temporary vessel laydown areas, use of cable anchors;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) removal of static fishing equipment;

(g) lighting; and

(h) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

4. The substances and objects authorised for deposit at sea are—

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) plastic and synthetic;

(f) material extracted from within the Order limits during seabed preparation and cable sandwave preparation works; and

(g) marine coatings, other chemicals and timber.

5. The activities set out in paragraph 3 are to be located within Work No. 1A, 2A, 3A and 4A being the areas delineated by the co-ordinates shown on the indicative extent of marine licences and grid co-ordinates plan and listed in Table 5 below—

Table 5

Point	*Longitude*	*Latitude*
1	-3.054740	53.768314
2	-3.053690	53.761765
3	-3.051518	53.761429
4	-3.051269	53.761178
5	-3.051318	53.761153
6	-3.051401	53.761111
7	-3.054228	53.760060
8	-3.054842	53.759832
9	-3.065604	53.756671
10	-3.068255	53.755892
11	-3.109780	53.741956
12	-3.110127	53.741860
13	-3.113227	53.741802
14	-3.114319	53.741781
15	-3.116931	53.741732
16	-3.119254	53.741688
17	-3.199486	53.740145

18	-3.329421	53.733913
19	-3.329473	53.733911
20	-3.329570	53.734206
21	-3.333284	53.733976
22	-3.335448	53.735930
23	-3.337753	53.738010
24	-3.341850	53.740159
25	-3.348636	53.742153
26	-3.364902	53.744227
27	-3.363625	53.749937
28	-3.364316	53.751813
29	-3.364317	53.751815
30	-3.371122	53.770287
31	-3.371298	53.770344
32	-3.409378	53.785873
33	-3.427379	53.793206
34	-3.434942	53.793194
35	-3.440306	53.793185
36	-3.440370	53.806669
37	-3.466977	53.817485
38	-3.495368	53.829006
39	-3.569735	53.828056
40	-3.633247	53.841739
41	-3.633199	53.841774
42	-3.661777	53.847872
43	-3.698885	53.855836
44	-3.698983	53.855694
45	-3.960810	53.902629
46	-4.096151	53.947650
47	-4.154290	53.974836
48	-4.163171	53.978983
49	-4.158433	53.982509
50	-4.212248	54.007753
51	-4.207762	54.010810
52	-4.203970	54.013498
53	-4.199556	54.016730
54	-4.195847	54.019456
55	-4.192262	54.022185
56	-4.188995	54.023768
57	-4.185810	54.025351
58	-4.184409	54.026060
59	-4.179953	54.028366
60	-4.177608	54.029613
61	-4.176667	54.030089
62	-4.172211	54.032395
63	-4.167823	54.034747
64	-4.164869	54.036377
65	-4.163454	54.037171
66	-4.159204	54.039613
67	-4.155030	54.042096
68	-4.150930	54.044621

69	-4.146904	54.047188
70	-4.142960	54.049792
71	-4.141052	54.051097
72	-4.139083	54.052444
73	-4.135290	54.055131
74	-4.131577	54.057856
75	-4.127944	54.060619
76	-4.124394	54.063419
77	-4.123262	54.064334
78	-4.121972	54.065400
79	-4.120926	54.066255
80	-4.120341	54.066748
81	-4.118430	54.068369
82	-4.117543	54.069126
83	-4.116130	54.070370
84	-4.115467	54.070952
85	-4.114245	54.072031
86	-4.111034	54.074969
87	-4.109676	54.076249
88	-4.107891	54.077957
89	-4.106308	54.079509
90	-4.104958	54.080711
91	-4.101746	54.083649
92	-4.098621	54.086620
93	-4.096336	54.088793
94	-4.093210	54.091763
95	-4.091121	54.093829
96	-4.010899	54.073388
97	-4.010011	54.072656
98	-4.009996	54.072644
99	-4.007719	54.070892
100	-4.007703	54.070880
101	-4.005330	54.069172
102	-4.005314	54.069161
103	-4.002847	54.067499
104	-4.002830	54.067488
105	-4.000273	54.065875
106	-4.000255	54.065864
107	-3.997609	54.064301
108	-3.997600	54.064295
109	-3.997591	54.064290
110	-3.994892	54.062796
111	-3.962570	54.069129
112	-3.864043	54.022128
113	-3.765729	54.004392
114	-3.764563	53.976810
115	-3.558494	53.904788
116	-3.544328	53.893031
117	-3.530122	53.881233
118	-3.522803	53.875150
119	-3.489287	53.847270

120	-3.485476	53.844096
121	-3.484485	53.843271
122	-3.460194	53.831101
123	-3.454061	53.828608
124	-3.423550	53.816197
125	-3.389442	53.802304
126	-3.328160	53.777296
127	-3.311894	53.770648
128	-3.305784	53.768149
129	-3.295532	53.763956
130	-3.286369	53.760206
131	-3.279984	53.757593
132	-3.276761	53.756273
133	-3.255559	53.756630
134	-3.255554	53.756630
135	-3.249812	53.756726
136	-3.249184	53.756726
137	-3.223154	53.756739
138	-3.220835	53.756739
139	-3.178686	53.757927
140	-3.162390	53.758462
141	-3.143456	53.759081
142	-3.128374	53.759577
143	-3.115803	53.759989
144	-3.114071	53.760046
145	-3.113517	53.760063
146	-3.111798	53.760322
147	-3.057416	53.775399
148	-3.056226	53.776191
149	-3.055346	53.776324
150	-3.055362	53.773086
151	-3.735414	53.950907
152	-3.713463	53.931374
153	-3.699290	53.917311
154	-3.678641	53.890690
155	-3.655446	53.860740
156	-3.625512	53.854343
157	-3.625512	53.854343
158	-3.565979	53.841593
159	-3.557548	53.842599
160	-3.537419	53.844998
161	-3.517378	53.847384
162	-3.526166	53.854705
163	-3.536901	53.863643
164	-3.548991	53.873705
165	-3.574101	53.894581
166	-3.630353	53.914296
167	-3.647613	53.920336
168	-3.656903	53.923586
169	-3.735226	53.950932
170	-3.746020	53.935943

171	-3.759262	53.947713
172	-3.786156	53.946739
173	-3.785988	53.942803
174	-3.939879	53.912985
175	-3.691844	53.868505
176	-3.685499	53.867153
177	-3.722937	53.915406

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 6 (benefit of the Order) of the Order.

8. With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Design parameters

10.—(1) The authorised scheme must be constructed in accordance with the parameters assessed in the environmental statement and set out in Table 6.

Table 6

Parameter	*Value*
Maximum number of cable circuits	4
Maximum total length of cables (export) (kilometres)	400
Maximum number of cable crossings (export)	45
Maximum total area of cable protection (including crossings) (square metres)	465,500
Maximum total volume of cable protection (including crossings) (cubic metres)	490,100

(2) The finished height of any cable protection must not exceed 5% of the navigable water depth existing before works commence unless otherwise agreed in writing in advance with the MMO in consultation with the MCA.

Maintenance of the authorised scheme

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

(2) Maintenance works include but are not limited to—

(a) cable remedial burial; and

(b) cable repairs and replacement.

(3) An operations and maintenance plan ~~substantially~~ in accordance with the outline offshore operations and maintenance plan must be submitted to the MMO for approval in writing at least ~~four~~six months prior to commencement of the operation of licensed activities and must provide for review and resubmission every three years during the operational phase.

(4) The MMO must determine an application for approval made under this condition within a period of ~~four~~six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker. All operation and maintenance activities must be carried out in accordance with the approved plan.

(5) An annual maintenance report must be submitted to the MMO within one month following the first anniversary of the date of first operation of the authorised scheme (notified in accordance with Condition 28 (Completion of construction)) and every year thereafter until the permanent cessation of operation.

(6) The annual maintenance report in sub-paragraph (5) must provide a record of the licensed activities during the preceding year, the timing of activities and methodologies used.

(7) Every fifth year, the undertaker must submit to the MMO, within one month of the anniversary of the date of first operation of authorised scheme (notified in accordance with Condition 28 (Completion of construction)), a consolidated maintenance report which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with sub-paragraph (5) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensed activities permitted by this licence for the duration of this licence.

Stages of construction

12.—(1) The licensed activities must not be commenced until a written scheme setting out the stages of construction of the authorised scheme has been submitted to and approved by the MMO in writing.

(2) The stages of construction referred to in sub–paragraph (1) will not permit the authorised scheme to be constructed in more than one overall phase.

(3) The scheme must be implemented as approved.

(4) The written scheme referred to in sub-paragraph (1) must be submitted to the MMO in writing six months prior to the planned commencement of the licensed activities.

Extension of time periods

13. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

14.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 23;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 23;

(b) within 28 days of ~~receipt of~~providing a copy of this licence to those persons referred to in paragraph (a) the undertaker must confirm ~~receipt of this licence~~ in writing to the MMO that a copy of this licence has been so provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 23 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b).

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Local Office in writing at least fourteen days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activities.

(7) The Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via their portal (https://kingfisherbulletin.org/submit-notice) and sent to kingfisher@seafish.co.uk—

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of the authorised scheme,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least fourteen days before any planned operations and maintenance works (or otherwise agreed) and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under conditions 18(1)(c) and 18(1)(d). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of completion (within 14 days) of the authorised scheme or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme or any part thereof, excluding the exposure of cables and faults, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, UKHO, the Kingfisher Information Service of Seafish and regional fisheries contacts.

(12) In case of buried cables becoming exposed on or above the seabed, the undertaker must within three days following identification of a cable exposure, notify mariners, regional fisheries contacts and inform the Kingfisher Information Service of Seafish of the location and extent of

exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

Aids to navigation

15.—(1) The undertaker must during the whole period from the commencement of construction of the authorised scheme to the completion of decommissioning of the authorised scheme exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the whole period from the commencement of construction of the authorised scheme to completion of decommissioning of the authorised scheme keep Trinity House and the MMO informed of progress of the authorised scheme including—

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 18(1)(b) using the reporting system provided by Trinity House.

(4) The undertaker must, during the whole period from the commencement of the construction of the authorised scheme, to completion of decommissioning notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 14(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Chemicals, drilling and debris

16.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with recognised best practice.

(2) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(4) The undertaker must ensure that only inert material of natural origin, produced during seabed preparation for and installation of cables is disposed of within the Order limits.

(5) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost within the Order limits, the undertaker must report the loss in writing to the local enforcement office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(7) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 18(1)(f).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0334 382 0570), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(11) On receipt of notification of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the marine environment at the undertaker's expense if reasonable to do so.

Force majeure

17.—(1) If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

18.—(1) The licensed activities or any stage of those activities must not commence until the following (insofar as relevant to that activity or stage of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

(a) a design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be approved in writing by the MMO in consultation with Trinity House and the MCA setting out proposed details of the authorised scheme, including the—

(i) proposed layout of all cables;

(ii) location and specification of all other aspects of the authorised scheme; and

(iii) any archaeological exclusion zones or micro-siting requirements identified pursuant to condition 18(1)(g)(iv) or relating to any benthic habitats of conservation, ecological or economic importance constituting ~~reef~~ habitats of principal importance as listed under Section 41 of the Natural Environment and Rural Communities Act 2006,

to ensure conformity with Work No. 1A, 2A and 4A and compliance with condition 10;

(b) an aids to navigation management plan to be agreed in writing by the MMO following appropriate consultation with Trinity House specifying how the undertaker will ensure compliance with condition 15 from the commencement of construction of the authorised scheme to the completion of decommissioning of the authorised scheme;

(c) a construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works; and

(iii) an indicative written construction programme for all works forming part of the authorised scheme and licensed activities;

(d) a monitoring plan (which accords with the offshore in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 24, 25 and 26 to be submitted to the MMO in accordance with the following—

(i) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed monitoring;

(ii) at least four months prior to commencement of construction, detail on construction monitoring;

(iii) at least four months prior to completion of construction, details of operational monitoring, if required;

unless otherwise agreed in writing with the MMO;

(e) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—

(i) cable specification, installation and monitoring, (in accordance with the outline offshore cable specification and installation plan)~~;~~ including confirmation that rock dump will not be used as cable protection within the Fylde Marine Conservation Zone;

(ii) the technical specification of offshore cables comprised within the authorised scheme;

(iii) a detailed cable laying plan for the authorised scheme, incorporating a cable burial risk assessment (in accordance with the outline cable burial risk assessment) encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;

(iv) proposals for monitoring offshore cables including details of cable protection until the authorised scheme is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;

(v) cable protection management including details of the need, type, sources, quantity and installation methods for cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(vi) contractors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(f) an offshore environmental management plan covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when all chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) a site specific chemical risk assessment for all chemicals that have a pathway to the marine environment and are used for the licensed activities (with the exception of any chemicals used in the course of normal navigation), which is to be submitted to

the MMO for approval at least ten weeks prior to the use of such chemicals, including—

(aa) the function of the chemical;

(bb) the quantities being used and the frequency of use; and

(cc) the physical, chemical, and ecotoxicological properties of the chemical (save for any chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment (PLONOR));

(iv) waste management and disposal arrangements;

(v) the appointment and responsibilities of a fisheries liaison officer;

(vi) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 14 and to address the interaction of the licensed activities with fishing activities; and

(vii) measures to minimise disturbance to marine mammals and rafting birds from vessels; and

(viii) measures to minimise the potential spread of invasive non-native species;

(g) an offshore written scheme of investigation for archaeology in relation to the Order limits, which must accord with the outline offshore written scheme of investigation for archaeology and industry good practice, in consultation with Lancashire County Council (in relation to those parts of the offshore Order limits landwards of MLWS) and the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specification for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction where required;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting an OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities; and

(h) a vessel traffic management plan (in accordance with the outline vessel traffic management plan).

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation for archaeology (which must accord with the

details set out in the outline offshore written scheme of investigation for archaeology) which has been submitted to and approved by the MMO.

19.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 18 must be submitted for approval at least six months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under condition 18 within a period of ~~four~~six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 18, unless otherwise agreed in writing by the MMO.

Low order unexploded ordnance clearance

20.—(1) No low order unexploded ordnance clearance can take place until the following have been submitted to and approved in writing by the MMO in consultation with the relevant statutory nature conservation body and, in respect of the method statement, the MCA—

(a) a method statement for low order unexploded ordnance clearance which must include—

(i) methodologies for—

(aa) identification and investigation of potential low order unexploded ordnance targets;

(bb) low order unexploded ordnance clearance; and

(cc) removal and disposal of large debris;

(ii) a plan showing the area in which clearance activities are proposed to take place;

(iii) a programme of works; and

(iv) any exclusion zones and/or environmental micro-siting requirements;

(b) a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body.

(2) The method statement (excluding the information required under sub-paragraphs (1)(a)(ii) and (1)(a)(iii)) and the marine mammal mitigation protocol must be submitted to the MMO for approval at least three months prior to the date on which low order unexploded ordnance clearance activities are intended to begin.

(3) The MMO must determine an application for approval made under this condition within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(4) Any low order unexploded ordnance clearance activities must be undertaken in accordance with the method statement and marine mammal mitigation protocol approved under sub-paragraph (1).

(5) Subject to sub-paragraph (6), a low order unexploded ordnance close-out report must be submitted to the MMO and the relevant statutory nature conservation body within three months following the end of the unexploded ordnance clearance activity and must include the following for each clearance undertaken—

(a) co-ordinates, depth, current speed, charge utilised and the date and time of each clearance; and

(b) whether any mitigation was deployed including feedback on practicalities of deployment of equipment and efficacy of the mitigation where reasonably practicable, or justification if this information is not available.

(6) Should there be more than one low order unexploded ordnance clearance activity, the report required under paragraph (5) will be provided at intervals agreed with the MMO.

(7) The total number of low order unexploded ordnance clearance as part of the authorised scheme in this licence must not exceed 22.

(8) No high order unexploded ordnance clearance is permitted under this marine licence.

Collaboration

21.—(1) In the event of sequential or concurrent construction of the authorised scheme and the Project B offshore and intertidal works, prior to submission of any programme, statement, plan, protocol or scheme required to be submitted to the MMO for approval in accordance with conditions 18 and 19, the undertaker must provide a copy of the relevant programme, statement, plan, protocol or scheme to Morecambe to enable Morecambe to provide any comments on the programme, statement, plan, protocol or scheme to the undertaker.

(2) Each programme, statement, plan, protocol or scheme submitted to the MMO for approval in accordance with conditions 18 and 19 must be accompanied by any comments received by the undertaker from Morecambe in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Offshore safety management

22. No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

23.—(1) The undertaker must provide the following information in writing to the MMO —

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity, unless otherwise agreed in writing with the MMO. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

24.—(1) The undertaker must, in discharging condition 18(1)(d) submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the

post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

(a) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its supporting Hydrographic Guidelines for Offshore Renewable Energy Developers, which includes the requirement for the full density data and reports to be delivered to the MCA and the UKHO for the update of nautical charts and publications within the Order limits in which it is proposed to carry out construction works including an appropriate buffer area around the location of each work.

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

Construction monitoring

25.—(1) The undertaker must, in discharging condition 18(1)(d), for each stage of construction, submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The monitoring proposals must specify each monitoring proposal's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The undertaker must carry out the monitoring approved under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The undertaker must carry out the surveys specified in the monitoring plan in accordance with that plan, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(4) Construction monitoring must include vessel traffic monitoring by automatic identification system for the duration of the construction period. An appropriate report must be submitted to the MMO, Trinity House and the MCA at the end of each year of the construction period.

Post-construction monitoring

26.—(1) The undertaker must, in discharging condition 18(1)(d) submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The monitoring proposals must specify each monitoring proposal's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The post-construction monitoring referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake, within 12 months of completion of construction of the authorised scheme, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN 654

and its supporting Hydrographic Guidelines for Offshore Renewable Energy Developers, which includes the requirement for the full density data and reports to be delivered to the MCA and the UKHO for the update of nautical charts and publications within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;

(4) The undertaker must carry out the monitoring agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) Following the installation of cables, details of cable monitoring required under 18(1)(d) must be updated with the results of the post installation surveys. The statement must be implemented until the authorised scheme is implemented and reviewed as specified within the statement, following cable burial surveys, or as instructed by the MMO.

Reporting cable protection

27.—(1) Not more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection;

(b) the volume of cable protection; and

(c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

Completion of construction

28.—(1) The undertaker must submit a close out report to the MMO, MCA, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

(a) as built plans; and

(b) latitude and longitude coordinates of the cables provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

Requirement for written approval

29. Where under any of the above conditions the approval or agreement of the MMO is required, that approval or agreement must be given in writing.

SCHEDULE 15

Article 4

Marine Licence 2: Morecambe Offshore Windfarm Transmission Assets

PART 1

Licensed marine activities

Interpretation

1.—(1) In this licence—

"2004 Act" means the Energy Act 2004(**a**);

"2008 Act" means the Planning Act 2008;

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

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

"ancillary works" means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

"authorised deposits" means the substances and articles specified in paragraph 25 of Part 1 of this licence;

"authorised scheme" means the authorised development comprising Project B and the further associated development described in paragraph 3 of Part 1 of this licence or any part of that work or development;

"buoy" means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR and guard buoys;

"cable" means up to 400kV cables for the transmission of electricity and includes, cables laid in cable ducts, protective covers, or mini-or-micro-tunnels, and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable crossings" means the crossing of existing sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

"cable ducts" means conduits for the installation of cables and includes where appropriate protective covers, pipes or mini-or-micro-tunnels;

"cable protection" means measures to protect cables from physical damage including but not limited to concrete mattresses, with or without frond devices, and/or rock placement, the use of bagged solutions filled with grout or other materials;

"chemicals" comprise both substances and preparations;

"commence" means the first carrying out of any licensed marine activities, save for activities consisting of pre-construction surveys, monitoring surveys, unexploded ordnance surveys and clearance of low order unexploded ordnance, and "commenced" and "commencement" must be construed accordingly;

"condition" means a condition in part 2 of this licence;

"construction compound" means a construction site associated with Project B intertidal works including (as required) but not limited to hardstanding, ground preparation, lay down and storage areas for construction materials, plant and equipment, fuel storage, areas for spoil, areas comprising water and bentonite tanks, pumps and pipes, waste management, bunded generators, temporary fencing, lighting, workshop facilities, areas for welfare facilities including site offices, canteen and washroom facilities, wheel washing facilities, areas for

(**a**) 2004 c.20 Section 105 was amended by section 69 of the Energy Act 2008 (c.32).
(**b**) 2009 c.23.

vehicular parking, or any other means of enclosure or areas required for construction purposes;

"direct pipe" refers to a cable installation technique which involves the use of a mini-or-micro tunnel boring machine and a hydraulic (or other) thruster rig to directly install a steel pipe between two points;

"electronic transmission" means a communication transmitted—

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

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

"environment agency" means the Environment Agency or any successor body to its functions;

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 42 (certification of documents and plans etc.) of the Order;

"high order unexploded ordnance clearance" means an unexploded ordnance clearance method which intentionally seeks to detonate the unexploded ordnance;

"Historic England" means Historic England or its successor in function;

"indicative extent of marine licences and grid co-ordinates plan" means the document certified as the indicative extent of marine licences and grid co-ordinates plan by the Secretary of State under article 42 (certification of documents and plans etc.) of the Order;

"km" means kilometres and "km^2" means kilometres squared;

"licensed activities" means those activities detailed in paragraph 2 of Part 1 of this licence;

"LiDAR" means a light detection and ranging system used to measure weather and sea conditions;

"low order unexploded ordnance clearance" means an unexploded ordnance clearance method which does not seek to detonate the unexploded ordnance.

"m" means metres and "m^2" means metres squared and "m^3" means metres cubed;

"maintain" includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, any part of the authorised scheme to the extent assessed in the environmental statement, and "maintenance" must be construed accordingly;

"Marine Management Organisation" means the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function and "MMO" must be construed accordingly;

"MCA" means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

"MCMS" means the Marine Case Management System web portal provided and operated by the Marine Management Organisation;

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

"mean low water springs" or "MLWS" means the lowest level which spring tides reach on average over a period of time;

"measures to minimise disturbance to marine mammals and rafting birds from vessels" means the document certified as the measures to minimise disturbance to marine mammals and rafting birds from vessels by the Secretary of State under article 42 for the purposes of this Order;

"Morecambe" means Morecambe Offshore Windfarm Ltd (company registration number SC734062) whose registered office is at C/O Flotation Energy Limited, Hobart House, 80 Hanover Street, Edinburgh, United Kingdom, EH2 1EL

"Morecambe generation assets" means the Morecambe offshore windfarm generating assets for which separate development consent is being sought by Morecambe pursuant to application reference EN010121;

“Morecambe offshore substation platforms” means the offshore substation platforms forming part of the Morecambe generation assets authorised by the Morecambe Offshore Windfarm Generation Assets Order 202[ ];

“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State under article 42 for the purposes of this Order;

“operation” means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised scheme;

“Order” means The Morgan Offshore Wind Project and Morecambe Offshore Windfarm Transmission Assets Order 202[●];

“Order limits” means the limits shown on the indicative extent of marine licences and grid coordinates plan within which the authorised scheme may be carried out, whose grid coordinates are set out in paragraph 5 of this licence;

“outline cable burial risk assessment” means the document certified as the outline cable burial risk assessment by the Secretary of State under article 42 for the purposes of this Order;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 42 for the purposes of this Order;

“outline marine mammal mitigation protocol” means the document certified as the outline marine mammal mitigation protocol by the Secretary of State under article 42 for the purposes of this Order;

“outline offshore cable specification and installation plan” means the document certified as the outline offshore cable specification and installation plan by the Secretary of State for the purposes of this Order;

“outline offshore environmental management plan” means the document certified as the outline offshore environmental management plan by the Secretary of State for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 42 for the purposes of this Order;

“outline offshore written scheme of investigation for archaeology” means the document certified as the outline offshore written scheme of investigation for archaeology by the Secretary of State under article 42 for the purposes of this Order;

“outline vessel traffic management plan” means the document certified as the outline offshore vessel traffic management plan by the Secretary of State under article 42 for the purposes of this Order;

“pathway to the marine environment” means open systems or closed systems that require top up;

“preparation” means a mixture or solution composed of two or more substances;

“Project B” means the Project B intertidal works and the Project B offshore works;

“Project B intertidal works” means Work No. 4B situated between MHWS and MLWS together with any related further associated development in connection with those works;

“Project B offshore works” means Work Nos. 1B to 3B together with any related further associated development in connection with those works and related ancillary works;

“Project A offshore and intertidal works” means Work Nos. 1A to 4A described in Part 1, Schedule 1 of the Order together with any related further associated development in connection with those works and related ancillary works;

“statutory historic body” means an organisation charged by the government with advising on matters related to historic buildings and monuments;

“statutory nature conservation body” means an organisation charged by the government with advising on nature conservation matters;

"substance" means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

"trenchless installation technique works" means the installation of electrical circuits and/or cables in cable ducts by means of boring techniques including horizontal directional drilling, pipe jacking, horizontal auger boring and micro-boring;

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

"UKHO" means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"undertaker" means Morecambe Offshore Windfarm Ltd (company registration number SC734062) whose registered office is at C/O Flotation Energy Limited, Hobart House, 80 Hanover Street, Edinburgh, United Kingdom, EH2 1EL;

"vessel" means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water;

"works plans" means the works plans – offshore, works plans – onshore and offshore and the works plans – onshore and intertidal;

"works plans – offshore" means the plans certified as the works plans - offshore by the Secretary of State under article 42 for the purposes of this Order; and

"works plans – onshore and intertidal" means the plans certified as the works plans – onshore and intertidal by the Secretary of State under article 42 for the purposes of this Order; and

"works plans – onshore and offshore" means the plans certified as the works plans - onshore and offshore by the Secretary of State under article 42 for the purposes of this Order;

(2) In this licence a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT"); and

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all notifications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this Schedule are—

(a) Centre for Environment, Fisheries and Aquaculture Science
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 01502 562 244

(b) Historic England
3rd Floor Canada House
3 Chepstow Street
Manchester
M1 5FW
Tel: 01612 421 416
Email: northwest@historicengland.org.uk

(c) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Tel: 03001 231 032
Email: marine.consents@marinemanagement.org.uk

(d) Marine Management Organisation (local office)
Lutra House
Dodd Way
Walton Summit
Preston
PR5 8BX
Tel: 02080 265 643
Email: preston@marinemanagement.org.uk

(e) Marine Management Organisation
Marine Pollution Response Team
Tel. (during office hours): 03008 002 024
Tel. (outside office hours): 07770 977 825 or 08450 518 486

(f) Maritime and Coastguard Agency
Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email: navigationsafety@mcga.gov.uk

(g) Natural England
Foss House
Kings Pool
1-2 Peasholme Green
York
YO1 7PX
Tel: 03000 604 911

(h) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900

(i) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset

TA1 2DN

Tel: 01823 337 900

Details of licensed marine activities

2. Subject to the conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

(a) the deposit at sea of the substances and objects specified in paragraph 4 below;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for cable works;

(d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(e) low order unexploded ordnance clearance;

(f) site clearance and preparation works including clearance of debris, boulder clearance and the removal of out of service cables and static fishing equipment; and

(g) the disposal of up to 346,800 cubic metres of inert material of natural origin within the Order limits produced during seabed preparation for, cable works and boulder clearance works at disposal site references to be provided to the MMO within the Order limits.

3. Such licensed activities are authorised in relation to the construction, maintenance and operation of the authorised scheme being—

Work No. 1B – Morecambe offshore cable works including—

(a) up to two subsea cable circuits between the Morecambe offshore substation platforms and Work No. 2B; and

(b) cable crossings and cable protection.

Work No. 2B – Morecambe offshore cable works including—

(a) up to two subsea cable circuits between Work No.1B and Work No. 4B; and

(b) cable crossings and cable protection.

Work No. 3B – Morecambe offshore working area to facilitate construction and maintenance activities associated with the installation and maintenance of Work Nos. 1B, 2B and 4B.

Work No. 4B – Morecambe intertidal cable works including—

(a) up to two cable circuits and associated cable ducts laid underground by either open cut trenching, trenchless installation technique works or direct pipe works including associated pits;

(b) erection of temporary cofferdams;

(c) construction compounds; and

(d) permanent access.

In connection with the licensed activities in Work No. 1B to 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement, including—

(a) cable protection measures such as rock placement and the placement of rock and/or concrete mattresses, with or without frond devices;

(b) dredging;

(c) the removal of material from the seabed required for the construction of Work Nos. 1B, 2B, 3B and 4B and the disposal of inert material of natural origin within the Order limits

produced during construction, seabed preparation for cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching;

(d) creation and use of temporary vessel laydown areas, use of cable anchors;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) removal of static fishing equipment;

(g) lighting; and

(h) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

4. The substances and objects authorised for deposit at sea are—

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) plastic and synthetic;

(f) material extracted from within the Order limits during seabed preparation and cable sandwave preparation works; and

(g) marine coatings, other chemicals and timber.

5. The activities set out in paragraph 3 are to be located within Work Nos. 1B, 2B, 3B and 4B being the areas delineated by the co-ordinates shown on the indicative extent of marine licences and grid co-ordinates plan and listed in Table 7 below—

Table 7

Point	*Longitude*	*Latitude*
1	-3.113517	53.760063
2	-3.111798	53.760322
3	-3.057416	53.775399
4	-3.056226	53.776191
5	-3.055346	53.776324
6	-3.055362	53.773086
7	-3.054740	53.768314
8	-3.053690	53.761765
9	-3.051518	53.761429
10	-3.051269	53.761178
11	-3.051318	53.761153
12	-3.051401	53.761111
13	-3.054228	53.760060
14	-3.054842	53.759832
15	-3.065604	53.756671
16	-3.068255	53.755892
17	-3.109780	53.741956
18	-3.110127	53.741860
19	-3.113227	53.741802
20	-3.114319	53.741781
21	-3.116931	53.741732
22	-3.119254	53.741688
23	-3.199486	53.740145
24	-3.329421	53.733913
25	-3.329473	53.733911

26	-3.329570	53.734206
27	-3.333284	53.733976
28	-3.335449	53.735930
29	-3.337753	53.738010
30	-3.341850	53.740159
31	-3.348636	53.742153
32	-3.364902	53.744227
33	-3.363625	53.749937
34	-3.364316	53.751813
35	-3.364317	53.751815
36	-3.371122	53.770287
37	-3.371298	53.770344
38	-3.409378	53.785873
39	-3.427379	53.793206
40	-3.434942	53.793194
41	-3.440306	53.793185
42	-3.487262	53.793098
43	-3.494090	53.793084
44	-3.492719	53.754460
45	-3.544084	53.752340
46	-3.600049	53.750006
47	-3.680360	53.779226
48	-3.607508	53.836199
49	-3.569735	53.828056
50	-3.495368	53.829006
51	-3.494573	53.806672
52	-3.487341	53.806582
53	-3.466910	53.806622
54	-3.460378	53.806634
55	-3.440370	53.806669
56	-3.440363	53.806673
57	-3.423550	53.816197
58	-3.389442	53.802304
59	-3.328160	53.777296
60	-3.311894	53.770648
61	-3.305784	53.768149
62	-3.295532	53.763956
63	-3.286369	53.760206
64	-3.279984	53.757593
65	-3.276761	53.756273
66	-3.255559	53.756630
67	-3.255554	53.756630
68	-3.249812	53.756726
69	-3.249184	53.756726
70	-3.223154	53.756739
71	-3.220835	53.756739
72	-3.178686	53.757927
73	-3.162390	53.758462
74	-3.143456	53.759081
75	-3.128374	53.759577
76	-3.115106	53.760012

77	-3.114071	53.760046

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 6 (benefit of the Order) of the Order.

8. With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Design parameters

10.—(1) The authorised scheme must be constructed in accordance with the parameters assessed in the environmental statement and set out in Table 8.

Table 8

Parameter	*Value*
Maximum number of cable circuits	2
Maximum total length of cables (export) (km)	84
Maximum number of cable crossings (export)	6
Maximum total area of cable protection (including crossings) (square metres)	111,000
Maximum total volume of cable protection (including crossings) (cubic metres)	106,440

(2) The finished height of any cable protection must not exceed 5% of the navigable water depth existing before works commence unless otherwise agreed in writing in advance with the MMO in consultation with the MCA.

Maintenance of the authorised scheme

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

(2) Maintenance works include but are not limited to—

(a) cable remedial burial; and

(b) cable repairs and replacement.

(3) An operations and maintenance plan ~~substantially~~ in accordance with the outline offshore operations and maintenance plan must be submitted to the MMO for approval in writing at least

~~four~~six months prior to commencement of the operation of licensed activities and must provide for review and resubmission every three years during the operational phase.

(4) The MMO must determine an application for approval made under this condition within a period of ~~four~~six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker. All operation and maintenance activities must be carried out in accordance with the approved plan.

(5) An annual maintenance report must be submitted to the MMO within one month following the first anniversary of the date of first operation of the authorised scheme (notified in accordance with Condition 28 (Completion of construction)) and every year thereafter until the permanent cessation of operation.

(6) The annual maintenance report in sub-paragraph (5) must provide a record of the licensed activities during the preceding year, the timing of activities and methodologies used.

(7) Every fifth year, the undertaker must submit to the MMO, within one month of the anniversary of the date of first operation of authorised scheme (notified in accordance with Condition 28 (Completion of construction)), a consolidated maintenance report which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with sub-paragraph (5) of this licence; and

(b) reconfirm the applicability of the methodologies and frequencies of the licensed activities permitted by this licence for the duration of this licence.

Stages of construction

12.—(1) The licensed activities must not be commenced until a written scheme setting out the stages of construction of the authorised scheme has been submitted to and approved by the MMO in writing.

(2) The stages of construction referred to in sub–paragraph (1) will not permit the authorised scheme to be constructed in more than one overall phase.

(3) The scheme must be implemented as approved.

(4) The written scheme referred to in sub-paragraph (1) must be submitted to the MMO in writing six months prior to the planned commencement of the licensed activities.

Extension of time periods

13. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

14.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 23;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 23;

(b) within 28 days of ~~receipt of~~providing a copy of this licence to those persons referred to in paragraph (a) the undertaker must confirm ~~receipt of this licence~~ in writing to the MMO that a copy of this licence has been so provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 23 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b).

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Local Office in writing at least fourteen days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activities.

(7) The Kingfisher Information Service of Seafish must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or part thereof by including the information in a notice via their portal (https://kingfisherbulletin.org/submit-notice) and sent to kingfisher@seafish.co.uk—

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) as soon as reasonably practicable and no later than 24 hours after completion of the authorised scheme,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least fourteen days before any planned operations and maintenance works (or otherwise agreed) and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under conditions 18(1)(c) and 18(1)(d). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of completion (within 14 days) of the authorised scheme or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme or any part thereof, excluding the exposure of cables and faults, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, UKHO, the Kingfisher Information Service of Seafish, and regional fisheries contacts.

(12) In case of buried cables becoming exposed on or above the seabed, the undertaker must within three days following identification of a cable exposure, notify mariners, regional fisheries contacts and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

Aids to navigation

15.—(1) The undertaker must during the whole period from the commencement of construction of the authorised scheme to the completion of decommissioning of the authorised scheme exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the whole period from the commencement of construction of the authorised scheme to completion of decommissioning of the authorised scheme keep Trinity House and the MMO informed of progress of the authorised scheme including—

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 18(1)(b) using the reporting system provided by Trinity House.

(4) The undertaker must, during the whole period from the commencement of the construction of the authorised scheme, to completion of decommissioning notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 14(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Chemicals, drilling and debris

16.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with recognised best practice.

(2) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(4) The undertaker must ensure that only inert material of natural origin, produced during seabed preparation for and installation of cables is disposed of within the Order limits.

(5) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost within the Order limits, the undertaker must report the loss in writing to the local enforcement office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(7) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 18(1)(f).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0334 382 0570), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9), must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(11) On receipt of notification of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the marine environment at the undertaker's expense if reasonable to do so.

Force majeure

17.—(1) If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

18.—(1) The licensed activities or any stage of those activities must not commence until the following (insofar as relevant to that activity or stage of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA and UKHO as appropriate—

(a) a design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, to be approved in writing by the MMO in consultation with Trinity House and the MCA setting out proposed details of the authorised scheme, including the—

(i) proposed layout of all cables;

(ii) location and specification of all other aspects of the authorised scheme; and

(iii) any archaeological exclusion zones or micro-siting requirements identified pursuant to condition 18(1)(g)(iv) or relating to any benthic habitats of conservation, ecological or economic importance constituting ~~reef~~ habitats of principal importance as listed under Section 41 of the Natural Environment and Rural Communities Act 2006,

to ensure conformity with Work No. 1B, 2B and 4B and compliance with condition 10;

(b) an aids to navigation management plan to be agreed in writing by the MMO following appropriate consultation with Trinity House specifying how the undertaker will ensure compliance with condition 15 from the commencement of construction of the authorised scheme to the completion of decommissioning of the authorised scheme;

(c) a construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works; and

(iii) an indicative written construction programme for all works forming part of the authorised scheme and licensed activities;

(d) a monitoring plan (which accords with the offshore in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 24, 25 and 26 to be submitted to the MMO in accordance with the following—

(i) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed monitoring;

(ii) at least four months prior to commencement of construction, detail on construction monitoring;

(iii) at least four months prior to completion of construction, details of operational monitoring, if required;

unless otherwise agreed in writing with the MMO;

(e) a construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—

(i) cable specification, installation and monitoring, (in accordance with the outline offshore cable specification and installation plan)~~;~~ including confirmation that rock dump will not be used as cable protection within the Fylde Marine Conservation Zone;

(ii) the technical specification of offshore cables comprised within the authorised scheme;

(iii) a detailed cable laying plan for the authorised scheme, incorporating a cable burial risk assessment (in accordance with the outline cable burial risk assessment) encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection;

(iv) proposals for monitoring offshore cables including details of cable protection until the authorised scheme is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;

(v) cable protection management including details of the need, type, sources, quantity and installation methods for cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(vi) contractors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(f) an offshore environmental management plan covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when all chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) a site specific chemical risk assessment for all chemicals that have a pathway to the marine environment and are used for the licensed activities (with the exception of any chemicals used in the course of normal navigation), which is to be submitted to the MMO for approval at least ten weeks prior to the use of such chemicals, including—

(aa) the function of the chemical;

(bb) the quantities being used and the frequency of use; and

(cc) the physical, chemical, and ecotoxicological properties of the chemical (save for any chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment (PLONOR));

(iv) waste management and disposal arrangements;

(v) the appointment and responsibilities of a fisheries liaison officer;

(vi) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 14 and to address the interaction of the licensed activities with fishing activities; and

(vii) measures to minimise disturbance to marine mammals and rafting birds from vessels; and

(viii) measures to minimise the potential spread of invasive non-native species;

(g) an offshore written scheme of investigation for archaeology in relation to the Order limits, which must accord with the outline offshore written scheme of investigation for archaeology and industry good practice, in consultation with Lancashire County Council (in relation to those parts of the offshore Order limits landwards of MLWS) and the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specification for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction where required;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting an OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities; and

(h) a vessel traffic management plan (in accordance with the outline vessel traffic management plan).

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific outline written scheme of investigation for archaeology (which must accord with the details set out in the outline offshore written scheme of investigation for archaeology) which has been submitted to and approved by the MMO.

19.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 18 must be submitted for approval at least six months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under condition 18 within a period of ~~four~~six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 18, unless otherwise agreed in writing by the MMO.

Low order unexploded ordnance clearance

20.—(1) No low order unexploded ordnance clearance can take place until the following have been submitted to and approved in writing by the MMO in consultation with the relevant statutory nature conservation body and, in respect of the method statement, the MCA—

(a) a method statement for low order unexploded ordnance clearance which must include—

(i) methodologies for—

(aa) identification and investigation of potential low order unexploded ordnance targets;

(bb) low order unexploded ordnance clearance; and

(cc) removal and disposal of large debris;

(ii) a plan showing the area in which clearance activities are proposed to take place;

(iii) a programme of works; and

(iv) any exclusion zones and/or environmental micro-siting requirements;

(b) a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body.

(2) The method statement (excluding the information required under sub-paragraphs (1)(a)(ii) and (1)(a)(iii)) and the marine mammal mitigation protocol must be submitted to the MMO for approval at least three months prior to the date on which low order unexploded ordnance clearance activities are intended to begin.

(3) The MMO must determine an application for approval made under this condition within a period of four months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(4) Any low order unexploded ordnance clearance activities must be undertaken in accordance with the method statement and marine mammal mitigation protocol approved under sub-paragraph (1).

(5) Subject to sub-paragraph (6), a low order unexploded ordnance close-out report must be submitted to the MMO and the relevant statutory nature conservation body within three months following the end of the unexploded ordnance clearance activity and must include the following for each clearance undertaken—

(a) co-ordinates, depth, current speed, charge utilised and the date and time of each clearance; and

(b) whether any mitigation was deployed including feedback on practicalities of deployment of equipment and efficacy of the mitigation where reasonably practicable, or justification if this information is not available.

(6) Should there be more than one low order unexploded ordnance clearance activity, the report required under paragraph (5) will be provided at intervals agreed with the MMO.

(7) The total number of low order unexploded ordnance clearance as part of the authorised scheme in this licence must not exceed 3.

(8) No high order unexploded ordnance clearance is permitted under this marine licence.

Collaboration

21.—(1) In the event of sequential or concurrent construction of the authorised scheme and the Project A offshore and intertidal works, prior to submission of any programme, statement, plan,

protocol or scheme required to be submitted to the MMO for approval in accordance with conditions 18 and 19, the undertaker must provide a copy of the relevant programme, statement, plan, protocol or scheme to Morgan to enable Morgan to provide any comments on the programme, statement, plan, protocol or scheme to the undertaker.

(2) Each programme, statement, plan, protocol or scheme submitted to the MMO for approval in accordance with conditions 18 and 19 must be accompanied by any comments received by the undertaker from Morgan in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Offshore safety management

22. No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

23.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity, unless otherwise agreed in writing with the MMO. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

24.—(1) The undertaker must, in discharging condition 18(1)(d) submit a monitoring plan or plans in accordance with the offshore in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the offshore in principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—

(a) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its supporting Hydrographic Guidelines for Offshore Renewable Energy

Developers, which includes the requirement for the full density data and reports to be delivered to the MCA and the UKHO for the update of nautical charts and publications within the Order limits in which it is proposed to carry out construction works including an appropriate buffer area around the location of each work.

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

Construction monitoring

25.—(1) The undertaker must, in discharging condition 18(1)(d), for each stage of construction, submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The monitoring proposals must specify each monitoring proposal's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The undertaker must carry out the monitoring approved under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The undertaker must carry out the surveys specified in the monitoring plan in accordance with that plan, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(4) Construction monitoring must include vessel traffic monitoring by automatic identification system for the duration of the construction period. An appropriate report must be submitted to the MMO, Trinity House and the MCA at the end of each year of the construction period.

Post-construction monitoring

26.—(1) The undertaker must, in discharging condition 18(1)(d) submit details (which accord with the offshore in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The monitoring proposals must specify each monitoring proposal's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The post-construction monitoring referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake, within 12 months of completion of construction of the authorised scheme, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN 654 and its supporting Hydrographic Guidelines for Offshore Renewable Energy Developers, which includes the requirement for the full density data and reports to be delivered to the MCA and the UKHO for the update of nautical charts and publications within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected.

(4) The undertaker must carry out the monitoring agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) Following the installation of cables, details of cable monitoring required under 18(1)(d) must be updated with the results of the post installation surveys. The statement must be implemented until the authorised scheme is implemented and reviewed as specified within the statement, following cable burial surveys, or as instructed by the MMO.

Reporting cable protection

27.—(1) Not more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection;

(b) the volume of cable protection; and

(c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

Completion of construction

28.—(1) The undertaker must submit a close-out report to the MMO, MCA, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

(a) as built plans; and

(b) latitude and longitude coordinates of the cables provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

Requirement for written approval

29. Where under any of the above conditions the approval or agreement of the MMO is required, that approval or agreement must be given in writing.

SCHEDULE 16

Article 4

Marine Licence 3: Morgan Offshore Wind Project Transmission Assets - River Ribble

PART 1

Licensed activities

Interpretation

1.—(1) In this licence—

"2004 Act" means the Energy Act 2004(**a**);

"2008 Act" means the Planning Act 2008;

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

(**a**) 2004 c.20 Section 105 was amended by section 69 of the Energy Act 2008 (c.32).
(**b**) 2009 c.23.

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

“alternative trenchless installation technique works” means the installation of electrical circuits by means of direct pipe or micro-tunnel;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised scheme” means the authorised development comprising Work No. 28A and the further associated development described in paragraph 3 of Part 1 of this licence or any part of that work or development;

“cable” means up to 400kV cables for the transmission of electricity and includes direct lay cables, cables laid in cable ducts, or protective covers or mini-or-micro-tunnels, and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable ducts” means conduits for the installation of cables and includes (where appropriate) protective covers, pipes or mini-or-micro-tunnels;

“commence” means the first carrying out of any licensed activities and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in part 2 of this licence;

“direct pipe” refers to a cable installation technique which involves the use of a mini-or-micro-tunnel boring machine and a hydraulic (or other) thruster rig to directly install a steel pipe between two points;

“electronic transmission” means a communication transmitted—

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

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

“environment agency” means the Environment Agency or any successor body to its functions;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 42 (certification of documents and plans etc.) of the Order;

“licensed activities” means those activities detailed in paragraph 2 of this licence;

“m” means metres and “m^2” means metres squared and “m^3” means metres cubed;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

“Marine Management Organisation” means the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function and “MMO” must be construed accordingly;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

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

“micro-tunnel” refers to a tunnelling technique involving the use of a hydraulic (or other) jacking rig and a mini-or-micro-tunnel boring machine to install a concrete tunnel between two points;

“Morgan” means Morgan Offshore Wind Limited (company registration number 13497271) whose registered office is at Chertsey Road, Sunbury On Thames, Middlesex, TW16 7BP;

“Order” means The Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[●];

“Order limits” means the limits shown on the works plans within which the authorised scheme may be carried out;

“outline bentonite breakout plan” means the document certified as the outline bentonite breakout plan by the Secretary of State under article 42 for the purposes of the Order;

"outline code of construction practice" means the document certified as the outline code of construction practice outline code of construction practice by the Secretary of State under article 42 for the purposes of the Order including the annexes to the outline code of construction practice listed in Table 11 of Schedule 18 of the Order;

"operation" means the undertaking of activities authorised by the Order which are not part of the construction, commissioning or decommissioning of the authorised scheme;

"river" means the River Ribble;

"statutory nature conservation body" means an organisation charged by the government with advising on nature conservation matters;

"trenchless installation technique works" means the installation of electrical circuits and/or cables in cable ducts by means of boring techniques including horizontal directional drilling, pipe jacking/horizontal auger boring and micro-boring;

"UKHO" means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"undertaker" means Morgan Offshore Wind Ltd (company registration number 13497271) whose registered office is at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP;

"vessel" means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water; and

"works plans" means the works plans – onshore and offshore and the works plans – onshore and intertidal;

"works plans – onshore and offshore" means the plans certified as the works plans – onshore and offshore by the Secretary of State under article 42 for the purposes of this Order; and

"works plans – onshore and intertidal" means the plans certified as the works plans – onshore and intertidal by the Secretary of State under article 42 for the purposes of this Order.

(2) In this licence a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all notifications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this Schedule are—

(a) Environment Agency
Legal Services
Horizon House
Deanery Road
Bristol
BS1 5AH
Tel: 0800 80 70 60
Email: LegalSupport@environment-agency.gov.uk

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne

NE4 7YH
Tel: 03001 231 032
Email: marine.consents@marinemanagement.org.uk

(c) Marine Management Organisation (local office)
Lutra House
Dodd Way
Walton Summit
Preston
PR5 8BX
Tel: 02080 265 643
Email: preston@marinemanagement.org.uk

(d) Marine Management Organisation
Marine Pollution Response Team
Tel. (during office hours): 03008 002 024
Tel. (outside office hours): 07770 977 825 or 08450 518 486

(e) Maritime and Coastguard Agency
Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email: navigationsafety@mcga.gov.uk

(f) Natural England
Foss House
Kings Pool
1-2 Peasholme Green
York
YO1 7PX
Tel: 03000 604 911

(g) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900

Details of licensed activities

2. Subject to the conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable activities under section 66(1) (licensable activities) of the 2009 Act—

(a) construction of works in, on or under the river;

(b) deposit in the river of substances specified in paragraph 4 below.

3. Such activities are authorised in relation to the construction, maintenance and operation of the authorised scheme being *Work No. 28A* – Morgan 400kV connection to National Grid and River

Ribble crossing works between MHWS on the northern and southern riverbanks including up to two cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works.

4. In connection with the licensed activities in Work No. 28A to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement including—

(a) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(b) removal of static fishing equipment;

(c) lighting; and

(d) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

5. The activities set out in paragraph 3 are to be located within Work No. 28A being the area delineated by the co-ordinates shown on the indicative extent of marine licences and grid co-ordinates plan and listed in Table 9 below—

Table 9

Point	*Longitude*	*Latitude*
178	-2.770092	53.753789
179	-2.770490	53.754451
180	-2.770741	53.754876
181	-2.770553	53.754899
182	-2.770265	53.754936
183	-2.770106	53.754961
184	-2.770081	53.754965
185	-2.769798	53.755010
186	-2.769701	53.755021
187	-2.769630	53.755028
188	-2.769229	53.754360
189	-2.768978	53.753939
190	-2.769311	53.753897
191	-2.769807	53.753825

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act including any modification of the programme under section 108 (reviews and revisions of decommissioning programmes) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 6 (benefit of order) of the Order.

8. With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment or variation may only be given where it has been demonstrated to the

satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Maintenance and Operation of the authorised scheme

10. The undertaker may at any time maintain and operate the authorised scheme, except to the extent that this licence or an agreement made under this licence provides otherwise.

Extension of time periods

11. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

12.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 13;

(b) within 28 days of ~~receipt of~~providing a copy of this licence to those persons referred to in paragraph (a) the undertaker must confirm ~~receipt of this licence~~ in writing to the MMO that a copy of this licence has been so provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 13 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (4)(b).

(5) The undertaker must provide access, and if necessary appropriate transportation, to any construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Local Office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activities.

(7) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of Work No. 28A. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(8) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during maintenance or repair activities and at least five days before any planned

operations and maintenance works (or otherwise agreed). Copies of all notices must be provided the MMO and UKHO within five days.

(9) The undertaker must notify UKHO of completion (within 14 days) of the authorised scheme or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(10) In case of damage to, or destruction or decay of, the authorised scheme or any part thereof, excluding the exposure of cables and faults, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, UKHO, the Kingfisher Information Service of Seafish and regional fisheries contacts.

(11) In case of cables becoming exposed on or above the riverbed, the undertaker must within three days following identification of a cable exposure, notify mariners, regional fisheries contacts and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information in writing to the MMO —

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Chemicals, drilling and debris

14.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(2) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(3) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO within 48 hours of becoming aware of the spill.

(4) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0334 382 0570), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(5) All dropped objects including those in sub-paragraph (4) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(6) On receipt of notification of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so

and the MMO may require obstructions to be removed from the marine environment at the undertaker's expense if reasonable to do so.

Force majeure

15.—(1) If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

16.—(1) The licensed activities must not commence until the following have been submitted to and approved in writing by the MMO, in consultation with the EA as appropriate—

(a) a construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) an indicative written construction programme for all works forming part of the authorised scheme and licensed activities;

(2) The licensed activities must not commence until a copy of the code of construction practice approved under requirement 8 of the Order in connection with Work No. 28A has been submitted to the MMO.

17.—(1) Each programme, statement, plan, protocol or scheme required to be approved under Condition 16 must be submitted for approval at least ~~four~~six months before the intended commencement of licensed activities, unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under Condition 16 within a period of ~~four~~six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under Condition 16, unless otherwise agreed in writing by the MMO.

Completion of construction

18.—(1) The undertaker must submit a close out report to the MMO, MCA, UKHO, EA and the relevant statutory nature conservation body within three months of the date of completion of construction of the authorised scheme. The close out report must confirm the date of completion of construction and must include the following details—

(a) as built plans; and

(b) latitude and longitude coordinates of the cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction of the authorised scheme, no further construction activities can be undertaken under this licence.

Requirement for written approval

19. Where under any of the above conditions the approval or agreement of the MMO is required, that approval or agreement must be given in writing.

Collaboration

20.—(1) In the event of sequential or concurrent construction of the authorised scheme and *Work No. 28B* of the Order, prior to submission of the construction programme required to be submitted to the MMO for approval in accordance with conditions 16 and 17, the undertaker must provide a copy of the construction programme to Morecambe to enable Morecambe to provide any comments on the construction programme to the undertaker.

(2) The construction programme submitted to the MMO for approval in accordance with conditions 16 and 17 must be accompanied by any comments received by the undertaker from Morecambe in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

SCHEDULE 17

Article 4

Marine Licence 4: Morecambe Offshore Windfarm Transmission Assets - River Ribble

PART 1

Licensed activities

Interpretation

1.—(1) In this licence—

"2004 Act" means the Energy Act 2004(**a**);

"2008 Act" means the Planning Act 2008;

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

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

"alternative trenchless installation technique works" means the installation of electrical circuits by means of direct pipe or micro-tunnel;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means the authorised development comprising Work No. 28B and the further associated development described in paragraph 3 of Part 1 of this licence or any part of that work or development;

"cable" means up to 400kV cables for the transmission of electricity and includes direct lay cables, cables laid in cable ducts, or protective covers or mini-or-micro-tunnels, and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable ducts" means conduits for the installation of cables and includes (where appropriate) protective covers, pipes or mini-or-micro-tunnels;

"commence" means the first carrying out of any licensed activities and "commenced" and "commencement" must be construed accordingly;

"condition" means a condition in part 2 of this licence;

"direct pipe" refers to a cable installation technique which involves the use of a mini-or-micro-tunnel boring machine and a hydraulic (or other) thruster rig to directly install a steel pipe between two points;

"electronic transmission" means a communication transmitted—

(**a**) 2004 c.20 Section 105 was amended by section 69 of the Energy Act 2008 (c.32).
(**b**) 2009 c.23.

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

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

"environment agency" means the Environment Agency or any successor body to its functions;

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 42 (certification of documents and plans etc.) of the Order;

"licensed activities" means those activities detailed in paragraph 2 of this licence;

"m" means metres and "m^2" means metres squared and "m^3" means metres cubed;

"maintain" includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace, to the extent assessed in the environmental statement; and "maintenance" must be construed accordingly;

"Marine Management Organisation" means the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function and "MMO" must be construed accordingly;

"MCMS" means the Marine Case Management System web portal provided and operated by the MMO;

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

"micro-tunnel" refers to a tunnelling technique involving the use of a hydraulic (or other) jacking rig and a mini-or-micro-tunnel boring machine to install a concrete tunnel between two points;

"Morecambe" means Morecambe Offshore Windfarm Ltd (company registration number SC734062) whose registered office is at C/O Flotation Energy Limited, Hobart House, 80 Hanover Street, Edinburgh, United Kingdom, EH2 1EL;

"Order" means The Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[●];

"Order limits" means the limits shown on the works plans within which the authorised scheme may be carried out;

"outline bentonite breakout plan" means the document certified as the outline bentonite breakout plan by the Secretary of State under article 42 for the purposes of the Order;

"outline code of construction practice" means the document certified as the outline code of construction practice outline code of construction practice by the Secretary of State under article 42 for the purposes of the Order including the annexes to the outline code of construction practice listed in Table 11 of Schedule 18 of the Order;

"operation" means the undertaking of activities authorised by the Order which are not part of the construction, commissioning or decommissioning of the authorised scheme;

"river" means the River Ribble;

"statutory nature conservation body" means an organisation charged by the government with advising on nature conservation matters;

"trenchless installation technique works" means the installation of electrical circuits and/or cables in cable ducts by means of boring techniques including horizontal directional drilling, pipe jacking/horizontal auger boring and micro-boring;

"UKHO" means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"undertaker" means Morecambe Offshore Windfarm Ltd (company registration number SC734062) whose registered office is at C/O Flotation Energy Limited, Hobart House, 80 Hanover Street, Edinburgh, United Kingdom, EH2 1EL;

"vessel" means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on or over water and which is at the time in, on or over water; and

"works plans" means the works plans – onshore and offshore and the works plans – onshore and intertidal;

"works plans – onshore and offshore" means the plans certified as the works plans – onshore and offshore by the Secretary of State under article 42 for the purposes of this Order; and

"works plans – onshore and intertidal" means the plans certified as the works plans – onshore and intertidal by the Secretary of State under article 42 for the purposes of this Order.

(2) In this licence a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all notifications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this Schedule are—

(a) Environment Agency
Legal Services
Horizon House
Deanery Road
Bristol
BS1 5AH
Tel: 0800 80 70 60
Email: LegalSupport@environment-agency.gov.uk

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Tel: 03001 231 032
Email: marine.consents@marinemanagement.org.uk

(c) Marine Management Organisation (local office)
Lutra House
Dodd Way
Walton Summit
Preston
PR5 8BX
Tel: 02080 265 643
Email: preston@marinemanagement.org.uk

(d) Marine Management Organisation
Marine Pollution Response Team
Tel. (during office hours): 03008 002 024
Tel. (outside office hours): 07770 977 825 or 08450 518 486

(e) Maritime and Coastguard Agency
Technical Services Navigation

Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email: navigationsafety@mcga.gov.uk

(f) Natural England
Foss House
Kings Pool
1-2 Peasholme Green
York
YO1 7PX
Tel: 03000 604 911

(g) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900

Details of licensed activities

2. Subject to the conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable activities under section 66(1) (licensable activities) of the 2009 Act—

(a) Construction of works in, on or under the river;

(b) Deposit in the river of substances specified in paragraph 4 below.

3. Such activities are authorised in relation to the construction, maintenance and operation of the authorised scheme being *Work No. 28B* – Morecambe 400kV connection to National Grid and River Ribble crossing works between MHWS on the northern and southern riverbanks including up to two cable circuits in cable ducts laid underground by trenchless installation technique works or alternative trenchless installation technique works.

4. In connection with the licensed activities in Work No. 28B to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement including—

(a) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(b) removal of static fishing equipment;

(c) lighting; and

(d) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

5. The activities set out in paragraph 3 are to be located within Work No. 28B being the area delineated by the co-ordinates shown on the indicative extent of marine licences and grid co-ordinates plan and listed in Table 10 below—

Table 10

Point	*Longitude*	*Latitude*
78	-2.770092	53.753789
79	-2.770096	53.753789
80	-2.770134	53.753784
81	-2.770514	53.753743
82	-2.771044	53.753689
83	-2.771232	53.753672
84	-2.771373	53.753908
85	-2.771881	53.754759
86	-2.771845	53.754764
87	-2.771555	53.754796
88	-2.771335	53.754814
89	-2.771048	53.754840
90	-2.770746	53.754876
91	-2.770741	53.754876
92	-2.770490	53.754451

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act including any modification of the programme under section 108 (reviews and revisions of decommissioning programmes) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 6 (benefit of order) of the Order.

8. With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement, and approval for an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

PART 2

Conditions

Maintenance and Operation of the authorised scheme

10. The undertaker may at any time maintain and operate the authorised scheme, except to the extent that this licence or an agreement made under this licence provides otherwise.

Extension of time periods

11. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

12.—(1) The undertaker must ensure that—

(a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 13;

(b) within 28 days of ~~receipt of~~providing a copy of this licence to those persons referred to in paragraph (a) the undertaker must confirm ~~receipt of this licence~~ in writing to the MMO that a copy of this licence has been so provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 13 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (4)(b).

(5) The undertaker must provide access, and if necessary appropriate transportation, to any construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Local Office in writing at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activities.

(7) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of Work No. 28B. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(8) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during maintenance or repair activities and at least five days before any planned operations and maintenance works (or otherwise agreed). Copies of all notices must be provided the MMO and UKHO within five days.

(9) The undertaker must notify UKHO of completion (within 14 days) of the authorised scheme or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(10) In case of damage to, or destruction or decay of, the authorised scheme or any part thereof, excluding the exposure of cables and faults, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, UKHO, the Kingfisher Information Service of Seafish and regional fisheries contacts.

(11) In case of cables becoming exposed on or above the riverbed, the undertaker must within three days following identification of a cable exposure, notify mariners, regional fisheries contacts and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information in writing to the MMO —

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

(2) The undertaker must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Chemicals, drilling and debris

14.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(2) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(3) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO within 48 hours of becoming aware of the spill.

(4) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0334 382 0570), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(5) All dropped objects including those in sub-paragraph (4) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

(6) On receipt of notification of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the marine environment at the undertaker's expense if reasonable to do so.

Force majeure

15.—(1) If, due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

16.—(1) The licensed activities must not commence until the following have been submitted to and approved in writing by the MMO, in consultation with the EA as appropriate—

(a) a construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) an indicative written construction programme for all works forming part of the authorised scheme and licensed activities;

(2) The licensed activities must not commence until a copy of the code of construction practice approved under requirement 8 of the Order in connection with Work No. 28B has been submitted to the MMO.

17.—(1) Each programme, statement, plan, protocol or scheme required to be approved under Condition 16 must be submitted for approval at least ~~four~~six months before the intended commencement of licensed activities, unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under Condition 16 within a period of ~~four~~six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under Condition 16, unless otherwise agreed in writing by the MMO.

Completion of construction

18.—(1) The undertaker must submit a close out report to the MMO, MCA, UKHO, EA and the relevant statutory nature conservation body within three months of the date of completion of construction of the authorised scheme. The close out report must confirm the date of completion of construction and must include the following details—

(a) as built plans; and

(b) latitude and longitude coordinates of the cables, provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction of the authorised scheme, no further construction activities can be undertaken under this licence.

Requirement for written approval

19. Where under any of the above conditions the approval or agreement of the MMO is required, that approval or agreement must be given in writing.

Collaboration

20.—(1) In the event of sequential or concurrent construction of the authorised scheme and *Work No. 28A* of the Order, prior to submission of the construction programme required to be submitted to the MMO for approval in accordance with conditions 16 and 17, the undertaker must provide a copy of the construction programme to Morgan to enable Morgan to provide any comments on the construction programme to the undertaker.

(2) The construction programme submitted to the MMO for approval in accordance with conditions 16 and 17 must be accompanied by any comments received by the undertaker from Morgan in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

SCHEDULE 18

Article 42

Documents to be certified

The following documents, including those listed in Table 11, are the list referred to in article 42—

Table 11

Document Reference Number	*Planning Inspectorate Reference*	*Document Name*	*Revision*	*Date*
Plans				
B1		Location plan(s) (Onshore and offshore)		September 2024
B2		Location plan(s) (Onshore)		September 2024
B3		Location plan(s) (Offshore)		September 2024
B4		Indicative Extent of Marine Licences and Grid Coordinates Plan		September 2024
B7		Works Plans - Onshore and Offshore		September 2024
B8		Works Plans - Onshore and Intertidal		September 2024
B9		Works Plans - Offshore		September 2024
B10		Land Plan- Onshore		September 2024
B11		Access to Works Plan		September 2024
B12		Street Works Plan		September 2024
B13		Public Rights of Way Plan		September 2024
B18		Tree Preservation Order and Hedgerow Plan		September 2024
B19		Crown Land Plan - Onshore and Offshore		September 2024
B20		Special Category Land Plan - Onshore		September 2024
D3		Book of reference		September 2024
Environmental Statement				
F1		Non-Technical Summary		September 2024
F1.1		Volume 1 Chapter 1 Introduction		September 2024
F1.1.1		Volume 1 Annex 1.1: Statement of Expertise		September 2024
F1.2		Volume 1 Chapter 2 Policy and legislation context		September 2024
F1.3		Volume 1 Chapter 3 Project description		September 2024
F1.3.1		Volume 1 Annex 3.1: Offshore Crossing Schedule		September 2024
F1.3.2		Volume 1 Annex 3.2: Onshore Crossing Schedule		September 2024
F1.3.3		Volume 1 Annex 3.3:		September

		Sulphur Hexafluoride Report		2024
F1.3.4		Volume 1 Annex 3.4: Electro-Magnetic Fields (EMF) Compliance Statement		September 2024
F1.4		Volume 1 Chapter 4 Site selection and consideration of alternatives		September 2024
F1.4.1		Volume 1 Annex 4.1: Selection and Refinement of Cable Landfall		September 2024
F1.4.2		Volume 1 Annex 4.2: Selection and Refinement of Offshore Infrastructure		September 2024
F1.4.3		Volume 1 Annex 4.3: Selection and Refinement of Onshore Infrastructure		September 2024
F1.5		Volume 1 Chapter 5 Environmental assessment methodology		September 2024
F1.5.1		Volume 1 Annex 5.1: Human health		September 2024
F1.5.2		Volume 1 Annex 5.2: Underwater Sound Technical Report		September 2024
F1.5.3		Volume 1 Annex 5.3: Commitments Register		September 2024
F1.5.4		Volume 1 Annex 5.4: Transboundary Screening		September 2024
F1.5.5		Volume 1 Annex 5.5: Cumulative screening matrix and location plan		September 2024
F1.6		Volume 1 Figures, Part 1 of 4		September 2024
F1.6		Volume 1 Figures, Part 2 of 4		September 2024
F1.6		Volume 1 Figures, Part 3 of 4		September 2024
F1.6		Volume 1 Figures, Part 4 of 4		September 2024
F2.1		Volume 2 Chapter 1 Physical processes		September 2024
F2.1.1		Volume 2 Annex 1.1: Physical processes associated modelling studies		September 2024
F2.2		Volume 2 Chapter 2 Benthic subtidal and intertidal ecology		September 2024
F2.2.1		Volume 2 Annex 2.1: Benthic subtidal and intertidal ecology technical report		September 2024

F2.2.2		Volume 2 Annex 2.2: Water Framework Directive coastal waters assessment		September 2024
F2.3		Volume 2 Chapter 3 Fish and shellfish ecology		September 2024
F2.3.1		Volume 2 Annex 3.1: Fish and shellfish ecology technical report		September 2024
F2.4		Volume 2 Chapter 4 Marine mammals		September 2024
F2.4.1		Volume 2 Annex 4.1: Marine mammals technical report		September 2024
F2.5		Volume 2 Chapter 5 Offshore ornithology		September 2024
F2.6		Volume 2 Chapter 6 Commercial fisheries		September 2024
F2.6.1		Volume 2 Annex 6.1: Commercial fisheries technical report		September 2024
F2.7		Volume 2 Chapter 7 Shipping and navigation		September 2024
F2.7.1		Volume 2 Annex 7.1: Navigation risk assessment		September 2024
F2.8		Volume 2 Chapter 8 Marine archaeology		September 2024
F2.8.1		Volume 2 Annex 8.1: Marine archaeology technical report		September 2024
F2.9		Volume 2 Chapter 9 Other sea users		September 2024
F2.10		Volume 2 Figures, Part 1 of 5		September 2024
F2.10		Volume 2 Figures, Part 2 of 5		September 2024
F2.10		Volume 2 Figures, Part 3 of 5		September 2024
F2.10		Volume 2 Figures, Part 4 of 5		September 2024
F2.10		Volume 2 Figures, Part 5 of 5		September 2024
F3.1		Volume 3 Chapter 1 Geology, hydrogeology and ground conditions		September 2024
F3.1.1		Volume 3, Annex 1.1: Phase 1 Geo-environmental preliminary risk assessment		September 2024
F3.2		Volume 3 Chapter 2 Hydrology and flood risk chapter		September 2024
F3.2.1		Volume 3 Annex 2.1:		September

		Water Framework Directive surface and groundwater assessment		2024
F3.2.2		Volume 3 Annex 2.2: Surface water abstraction licences, discharge consents and pollution incidents		September 2024
F3.2.3		Volume 3 Annex 2.3: Flood risk assessment		September 2024
F3.3		Volume 3 Chapter 3 Onshore ecology and nature conservation		September 2024
F3.3.1		Volume 3 Annex 3.1: Onshore ecology desk study technical report		September 2024
F3.3.2		Volume 3, Annex 3.2: Onshore ecology and nature conservation survey methodologies technical report		September 2024
F3.3.3		Volume 3 Annex 3.3: Phase 1 habitat, national vegetation classification and hedgerow survey technical report		September 2024
F3.3.4		Volume 3 Annex 3.4: River morphology survey technical report		September 2024
F3.3.5		Volume 3 Annex 3.5: Aquatic invertebrate survey technical report		September 2024
F3.3.6		Volume 3 Annex 3.6: Terrestrial invertebrate survey technical report		September 2024
F3.3.7		Volume 3 Annex 3.7: Fish and eel survey technical report		September 2024
F3.3.8		Volume 3 Annex 3.8: Great crested newt and reptile survey technical report		September 2024
F3.3.9		Volume 3 Annex 3.9: Water vole survey technical report		September 2024
F3.3.10		Volume 3 Annex 3.10: Bat activity survey technical report		September 2024
F3.3.11		Volume 3 Annex 3.11: Bat roost survey technical report		September 2024
F3.3.12		Volume 3 Annex 3.12: Otter survey technical report		September 2024
F3.3.12		Volume 3 Annex 3.12:		September

		Otter survey technical report (confidential)		2024
F3.3.13		Volume 3 Annex 3.13: Badger survey technical report		September 2024
F3.3.13		Volume 3 Annex 3.13: Badger survey technical report (confidential)		September 2024
F3.3.14		Volume 3 Annex 3.14: Invasive non-native species technical report		September 2024
F3.3.15		Volume 3 Annex 3.15: White-clawed crayfish technical report		September 2024
F3.4		Volume 3 Chapter 4 Onshore and intertidal ornithology		September 2024
F3.4.1		Volume 3 Annex 4.1: Breeding birds technical report		September 2024
F3.4.2		Volume 3 Annex 4.2: Wintering and migratory birds technical report		September 2024
F3.4.3		Volume 3 Annex 4.3: Intertidal birds technical report		September 2024
F3.4.4		Volume 3 Annex 4.4: Onshore and intertidal ornithology survey methodologies		September 2024
F3.5		Volume 3 Chapter 5 Historic environment		September 2024
F3.5.1		Volume 3 Annex 5.1: Historic environment desk based assessment		September 2024
F3.5.2		Volume 3 Annex 5.2: Onshore archaeological geophysical survey report		September 2024
F3.5.3		Volume 3 Annex 5.3: Intertidal archaeological survey report		September 2024
F3.5.4		Volume 3 Annex 5.4: Geoarchaeological desk based assessment report		September 2024
F3.5.5		Volume 3 Annex 5.5: Settings assessment		September 2024
F3.5.6		Volume 3 Annex 5.6: Interim trial trenching report		September 2024
F3.6		Volume 3 Chapter 6 Land use and recreation		September 2024
F3.6.1		Volume 3 Annex 6.1: Published agricultural land classification and soils data		September 2024

F3.6.2		Volume 3 Annex 6.2: Agricultural land classification survey results		September 2024
F3.6.3		Volume 3 Annex 6.3: Published recreational resources plan technical report		September 2024
F3.7		Volume 3 Chapter 7 Traffic and transport		September 2024
F3.7.1		Volume 3 Annex 7.1: Alternative methodology for baseline traffic flows		September 2024
F3.7.2		Volume 3 Annex 7.2: Traffic survey data		September 2024
F3.7.3		Volume 3 Annex 7.3: Description of network links and sensitivity		September 2024
F3.7.4		Volume 3 Annex 7.4: Base traffic flows		September 2024
F3.7.5		Volume 3 Annex 7.5: Construction trip generation assumptions		September 2024
F3.7.6		Volume 3 Annex 7.6: Traffic flows with construction traffic		September 2024
F3.8		Volume 3 Chapter 8 Noise and vibration		September 2024
F3.8.1		Volume 3 Annex 8.1: Baseline sound survey		September 2024
F3.8.2		Volume 3 Annex 8.2: Construction noise and vibration		September 2024
F3.8.3		Volume 3 Annex 8.3: Operational noise		September 2024
F3.9		Volume 3 Chapter 9 Air quality		September 2024
F3.9.1		Volume 3 Annex 9.1: Air quality impacts on ecologically designated sites		September 2024
F3.10		Volume 3 Chapter 10 Landscape and visual resources		September 2024
F3.10.1		Volume 3 Annex 10.1: Landscape and visual resources planning policy context		September 2024
F3.10.2		Volume 3 Annex 10.2: Landscape character baseline technical report		September 2024
F3.10.3		Volume 3 Annex 10.3: Visual baseline technical report		September 2024
F3.10.4		Volume 3 Annex 10.4:		September

		Landscape and visual impact assessment methodology		2024
F3.10.5		Volume 3 Annex 10.5: Tree survey and arboricultural impact assessment		September 2024
F3.11		Volume 3 Chapter 11 Aviation and radar		September 2024
F3.12		Volume 3 Figures, Part 1 of 5		September 2024
F3.12		Volume 3 Figures, Part 2 of 5		September 2024
F3.12		Volume 3 Figures, Part 3 of 5		September 2024
F3.12		Volume 3 Figures, Part 4 of 5		September 2024
F3.12		Volume 3 Figures, Part 5 of 5		September 2024
F4.1		Volume 4 Chapter 1 Climate change		September 2024
F4.1.1		Volume 4, Annex 1.1: Greenhouse gas assessment		September 2024
F4.1.2		Volume 4, Annex 1.2: Climate change risk assessment		September 2024
F4.2		Volume 4 Chapter 2 Socio-economics		September 2024
F4.2.1		Volume 4, Annex 2.1: Socio-economics technical report		September 2024
F4.3		Volume 4 Chapter 3 Inter-relationships		September 2024
F4.4		Volume 4 Figures Part 1 of 2		September 2024
F4.4		Volume 4 Figures Part 2 of 2		September 2024
Outline Code of Construction Practice (including annexes)				
J1		Outline Code of Construction Practice		September 2024
J1.1		Outline Communications Plan		September 2024
J1.2		Outline Dust Management Plan		September 2024
J1.3		Outline Construction Noise and Vibration Management Plan		September 2024
J1.4		Outline Pollution Prevention Plan		September 2024
J1.5		Outline Public Rights of Way (PRoW) Management Plan		September 2024
J1.6		Outline Site Waste		September

		Management Plan		2024
J1.7		Outline Soil Management Plan		September 2024
J1.8		Outline Spillage and Emergency Response Plan		September 2024
J1.9		Outline Surface Water and Groundwater Management Plan		September 2024
J1.10		Outline Construction Fencing Plan		September 2024
J1.11		Outline Construction Artificial Light Emissions Management Plan		September 2024
J1.12		Outline Biosecurity Protocol		September 2024
J1.13		Outline Bentonite Breakout Plan		September 2024
J1.14		Outline Contaminated Land and Groundwater Discovery Strategy		September 2024
Other Outline Documents				
J2		Outline Landscape Management Plan		September 2024
J3		Outline Design Principles		September 2024
J5		Outline Construction Traffic Management Plan		September 2024
J6		Outline Ecological Management Plan		September 2024
J8		Outline Highways Access Management Plan		September 2024
J9		Outline Onshore and Intertidal Written Scheme of Investigation		September 2024
J10		Outline Operational Drainage Management Plan		September 2024
J13		Outline Fisheries Liaison and Coexistence Plan		September 2024
J14		Outline Cable Burial Risk Assessment		September 2024
J15		Outline Offshore Cable Specification and Installation Plan		September 2024
J16		Measures to minimise disturbance to marine mammals and rafting birds from vessels		September 2024
J17		Outline Offshore Written Scheme of investigation and protocol for Archaeological Discoveries		September 2024

J18		Outline Marine Mammal Mitigation Protocol		September 2024
J19		Outline Offshore Operations and Maintenance Plan		September 2024
J20		Offshore In Principle Monitoring Plan		September 2024
J21		Outline Vessel Traffic Management Plan		September 2024
J31		Outline Employment and Skills Plan		September 2024
		Outline Hydrogeological Risk Assessment		

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of two offshore wind farm transmission systems located in the east Irish Sea up to approximately 30 kilometres from the northwest coast of England, together with associated development (when measured from Mean High Water Springs (MHWS)). This Order imposes requirements in connection with the development and authorises the compulsory purchase of land (including rights in land) and the right to use land and to override easements and other rights.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the transmission systems. The marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 42 (certification of documents and plans etc.) together with a copy of any guarantee or alternative form of security approved by the Secretary of State pursuant to article 33 (funding), may be inspected free of charge at the offices of Lancashire County Council, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ.